

MASTER SERVICES AGREEMENT FALCONCONNECT SERVICES

FalconConnect is a connectivity services solution developed between Dassault and HONEYWELL INTERNATIONAL INC. ("Honeywell") for FALCON Aircraft. FalconConnect® is a registered trademark owned by Dassault. Honeywell is a licensee of Dassault regarding this FalconConnect trademark.

PLEASE READ CAREFULLY THE TERMS AND CONDITIONS OF THIS MASTER SERVICES AGREEMENT FOR FALCONCONNECT SERVICES (THE "MSA"). THIS, ALONG WITH THE TERMS AND CONDITIONS OF ADDENDUM C FOR GLOBAL DATA CENTER SERVICES ("ADDENDUM C") AND ADDENDUM H FOR FALCONCONNECT SERVICES ("ADDENDUM H") AND THE PROPOSAL/SERVICES APPLICATION FORM, IS A LEGAL AGREEMENT BETWEEN HONEYWELL INTERNATIONAL, INC. ("HONEYWELL") AND YOU ("BUYER" or "YOU") AND IS EFFECTIVE AS OF THE DATE YOU ACCEPT THE TERMS AND CONDITIONS HEREIN ("EFFECTIVE DATE"). Honeywell and Buyer are sometimes referred to separately as a "Party," and together as the "Parties". By selecting the "I ACCEPT" button (or similar language provided by Honeywell), you acknowledge and agree that you have read and understand this agreement and accept all terms and conditions contained herein and incorporated herein by reference. Capitalized terms used, but not defined herein, shall have the meaning given to them in the MSA.

1. Definitions.

"Agreement" means the terms and conditions contained in the MSA, the Addendum C, the Addendum H, the Proposal/Services Application Form and any Service Addendum entered into between Honeywell and the Buyer on Effective Date.

"Data" means Honeywell's master library of aviation information and data provided in conjunction with any Services and includes "Source Data."

"Dassault" means the company DASSAULT AVIATION including its affiliates, the owner of the registered trademark FalconConnect®.

"Equipment" means equipment procured under a separate agreement or purchase order, including but not limited to handsets, antennas, docking stations, pagers, and LRUs.

"Honeywell" means Honeywell International Inc.

"Media" means parts and information supplied by Honeywell for access and/or operation of the Services, including but not limited to PCMCIA cards, Diskettes, Compact Discs, Memory Cards, SIM cards, DAT tapes, information contained on SIM cards and other media, operating instructions and manuals.

"Proposal" means Honeywell's FalconConnect proposal to the Buyer.

"Service Addendum" means the specific Service Addendum terms and conditions, entered into between Honeywell and the Buyer on or after the Effective Date.

"Services" means the services as part of FalconConnect provided by Honeywell to Buyer in the applicable Service Addendum(s).

2. Applicability. Unless a written agreement between Buyer and Honeywell specifically provides for superseding this MSA, this MSA applies to all Service Addendums entered into on or after the Effective Date and to applicable Services provided by Honeywell to Buyer.

The Parties agree that this is a contract for services and not a contract for goods within the meaning of the Uniform Commercial Code, as adopted in the State of New York and as may be hereafter amended. As a result, Article 2 of the Uniform Commercial Code does not apply.

3. Orders. The terms and conditions stated in this MSA and in the applicable Service Addendum(s) govern the relationship between Honeywell and Buyer regardless of any contrary or conflicting provisions that may appear in Buyer's purchase order. Buyer's silence or acceptance or use of the Services constitutes its acceptance to the terms of this MSA and the Service Addendum.

4. Responsibilities of the Parties.

4.1 Buyer may be assigned one or more system passwords or keys. The Buyer is solely responsible for all charges incurred for each password and key and for maintaining password and key security.

4.2 Honeywell will provide timely notification of any changes to a Service which Honeywell deems to be significant.

4.3 Buyer agrees to comply with the financial obligations stated in this MSA and the applicable Service Addendum.

4.4 Buyer agrees to supply Honeywell with all requested company and aircraft profile information for its records and will keep such information updated in a timely fashion. Buyer will report any additions or changes to aircraft information to Honeywell.

4.5 Honeywell may receive data output from, input to, generated by or otherwise made available by Buyer's use of the Services and including data provided by Buyer under this Agreement (hereinafter "Services Data"). Buyer gives Honeywell the irrevocable right to retain, use, copy, modify, license, and disclose the Services Data for any purpose.

5. Term & Termination, Renewal.

A. This initial term of this MSA is one (1) year. For any applicable Service Addendum(s) the initial term is one (1) year from the Effective Date, unless otherwise set forth in the applicable Service Addendum. After the initial term, the MSA and applicable Service Addendum(s) will automatically renew for successive extension terms of one (1) year unless either Party provides written notice of discontinuance to the other Party thirty (30) days prior to the renewal date. If any Service Addendum entered into pursuant to the terms of this MSA is effective at the time of the expiration of this MSA, then this MSA will continue to survive for the purposes of such effective Service Addendum only until the expiration or other termination of such Service Addendum.

Upon termination of this MSA and applicable Service Addendum(s) for any reason, Buyer will be responsible for payment of all Service and usage fees (including but not limited to all hourly costs, travel expenses and related performance costs) through the date of termination. No refunds will be provided in the event Buyer terminates pre-paid Services. Buyer remains responsible for outstanding amounts pursuant to the "Payments and Invoicing" section of the MSA.

B. Termination for Cause and Bankruptcy. A Party may terminate this MSA and any Service Addendum by giving written notice to the other Party upon the occurrence of any of the following events:

(i) the other Party materially breaches this MSA or Service Addendum and fails to remedy the breach within sixty (60) calendar days after receipt of written notice that specifies the grounds for the material breach;

(ii) Buyer fails to make any payment required to be made under this MSA or Service Addendum when due and fails to remedy the breach within three (3) calendar days after receipt of written notice of non-payment;

(iii) any insolvency or suspension of the other Party's operations or any petition filed or proceeding made by or against the other Party under any state, federal, or other applicable law relating to bankruptcy, arrangement, reorganization, receivership, or assignment for the benefit of creditors or other similar proceedings;

(iv) Honeywell may suspend performance under this MSA and any Service Addendum at Buyer's expense if Honeywell determines that performance may cause a safety, security, or health risk; or

(v) Service may be immediately discontinued in the event Honeywell determines, in its sole judgment, there has been (a) any misuse, reselling, illegal use or fraudulent use of any Service, Data or Media, or (b) Buyer has used or permitted the use of Services for foul or profane expressions or to impersonate another person with fraudulent or malicious intent or in such a way as to annoy, abuse, threaten or harass any person.

Termination does not affect any debt, claim, or cause of action accruing to any Party against the other before the termination. The rights of termination provided in this clause are not exclusive of other remedies that either Party may be entitled to under this MSA, any Service Addendum, or in law or equity.

6. Proprietary Information and Use. The Parties acknowledge that Honeywell may need to share Proprietary Information during the term of this MSA or Service Addendum.

"Proprietary Information" means any information, Data or know-how, provided by Honeywell, in whatever form that is not generally known and is clearly identified in writing as being confidential, proprietary or a trade secret.

For the purposes of this MSA and any Service Addendum, all pricing information provided by Honeywell, Licensed Software defined below, and Data shall be deemed to be Proprietary Information, whether or not marked as such, and shall not be disclosed by the Buyer to any third party without the prior written permission of Honeywell.

Buyer will not disclose to a third party any other information concerning this MSA or applicable Service Addendum nor the terms of this MSA or applicable Service Addendum, without first obtaining the express, written consent of Honeywell; except, however, Buyer may disclose such terms in confidence: (i) to any court or governmental body or

agency compelling such disclosure, but only to the extent so compelled with express prior written notice to Honeywell; (ii) as otherwise may be required by any law and the rules or regulations promulgated under such law; or (iii) to its respective parent companies, directors, accountants, auditors, insurers, attorneys, financial advisors and other representatives with a reasonable need to know the terms of this MSA or applicable Service Addendum. Notwithstanding the foregoing, Buyer may freely disclose to third parties that the Parties have entered this MSA and applicable Service Addendum.

All Proprietary Information is supplied in confidence solely for the use of Buyer under this MSA and applicable Service Addendum and remains the property of Honeywell. Buyer agrees not to use, or permit use, or disclose, or permit disclosure, of any Proprietary Information except in accordance with the Data and Software Licenses granted under this MSA and applicable Service Addendum. Buyer shall protect Proprietary Information using the same degree of care it uses to protect its own proprietary information or property, but in no case less than a reasonable degree of care. Buyer has no duty to protect information that is: (i) developed by Buyer independently of Honeywell as supported by Buyer's written records; (ii) obtained without restriction by Buyer from a third party who had a legal right to make such disclosure; or (iii) publicly available other than through a breach of this MSA.

Within thirty (30) calendar days after the termination of this MSA or the Service Addendum, whichever is later, or upon written request of Honeywell, Buyer will return Proprietary Information and all copies to Honeywell. If not returned, Buyer will destroy and provide a written confirmation of destruction to Honeywell, except for any such Proprietary Information that exists only as part of regularly generated electronic backup data or archive data, the destruction of which is not reasonably practicable.

The terms and conditions of this "Proprietary Information and Use" section will survive expiration or any termination of this MSA.

7. Software License

7.1 Definition.

"**Licensed Software**" means software, including all related updates, changes, revisions and documentation, if any, that Buyer is entitled to use under the terms of this Agreement and which is not subject to a separate software license between the parties.

7.2 License. Subject to Buyer's compliance with the terms of this Agreement, Honeywell grants to Buyer and Buyer accepts a nontransferable, nonexclusive license, without the right to sublicense, to use the Licensed Software in the ordinary and normal operation of the Product on which it is installed or with which it is intended to be used under this license.

7.3 Ownership. Honeywell (and its licensors, if applicable) retains all title to the intellectual property related to all material and software provided under this Agreement.

7.4 Transfer of Licensed Software. Buyer may transfer its license to use the Licensed Software to a third party only in conjunction with Buyer's sale of any Honeywell or Buyer product on which the Licensed Software is installed or with which it is used. Buyer's transfer of the Licensed Software as authorized herein must be under terms consistent with and no less stringent than the terms set forth in this Agreement. Except as specifically permitted in this Agreement, the Licensed Software may not be sublicensed,

transferred or loaned to any other party without Honeywell's prior express written consent.

- 7.5 **Copies.** Unless specifically authorized by Honeywell in writing, Buyer is prohibited from making copies of Licensed Software except for backup purposes. Buyer will reproduce and include all Honeywell proprietary and copyright notices and other legends both in and on every copy made.
- 7.6 **Protecting Integrity.** Buyer may not directly or indirectly make any effort to deconstruct the software provided, including, but not limited to: translating, decompiling, disassembling, reverse assembling, reverse engineering, creating derivative works or compilations, or performing any other operation to obtain any portion of its contents. Buyer will take all reasonable actions necessary to prevent unauthorized access, disclosure or use of the software provided.
- 7.7 **Refinement.** Notwithstanding the warranties provided elsewhere herein, Buyer acknowledges that Licensed Software may be product, aircraft, or sensor specific and, as such, may require reasonable adjustment or refinement to suit Buyer's specific requirements. Subject to the receipt of adequate written notice and reasonable aid from Buyer, Honeywell will make reasonable, commercial efforts to accomplish reasonable adjustments or refinements for up to 90 calendar days after initial delivery of the Licensed Software. This shall not restrict Honeywell's ability to make further adjustments and refinements, at its discretion, to the Licensed Software more than 90 day calendar days after initial delivery of the Licensed Software.
- 7.8 **Negation of Other Licenses.** Except as expressly granted herein, no license or right, including sublicensing rights, either expressly, implicitly, by estoppel, conduct of the parties, or otherwise, is granted by Honeywell to Buyer.
- 7.9 Subject to Buyer's compliance with the terms and conditions of this MSA and any applicable Service Addendum, if the Licensed Software has been delivered to Buyer for demonstration or evaluation purposes, Buyer may use such Licensed Software for a period of ninety (90) days from the date the Licensed Software is delivered to Buyer. After the ninety (90) day period, Buyer agrees to either (a) cease using and return the Licensed Software to Honeywell, or (b) pay the applicable license fee for Buyer's continued use of the Licensed Software and abide by the provisions set forth in this "Data and Software License" section.
- 7.10 The licenses granted under this MSA and any applicable Service Addendum is effective on the Effective Date and continues until terminated as provided under this MSA or any Service Addendum. Honeywell may terminate this license immediately if Buyer defaults under the terms of this MSA or any Service Addendum. Upon termination of this license, Honeywell may repossess the Media, Data, Licensed Software, and other provided information and all copies without further notice. Promptly upon termination of this license, Buyer must immediately cease all use of the Media, Data, Licensed Software, and other provided information and return or destroy, as directed by Honeywell, all copies of the Media, Data, Licensed Software, and other provided information. All clauses under this "Data and Software License" section which, by their nature, should survive the termination of this license, will survive the termination of this license.

8. Restrictions on Transfer and Use. Buyer agrees not to resell or re-bill any Services, Licensed Software, Data or Media to any other individual or entity.

The use of expired Data for actual air navigation (i.e., when superseded by updated Data made available by Honeywell) is prohibited. Buyer may provide Data to authorized aircraft service centers for updating onboard aircraft equipment.

9. Sale or Transfer. In the event of sale or transfer of an aircraft or Equipment which utilizes a Service, Buyer agrees to notify Honeywell in writing of such transaction and is responsible for all charges incurred prior to such notification. Buyer's notification to Honeywell, in writing, of the sale or transfer of the aircraft or Equipment utilizing a Service will be deemed a termination of Service(s) for the specified aircraft or Equipment.

10. Service Fees / Financial Obligations. Service fees are set forth in the applicable Service Addendums. Reference to FalconConnect standard pricing ("Standard Pricing") means then-current pricing set by Honeywell and Dassault and applicable to Services. Honeywell reserves the right to modify the Standard Pricing as per the pricing policy decided in the frame of the FALCONCONNECT® ("FalconConnect") partnership between Dassault and Honeywell, for Falcon Aircraft connectivity service solutions.

11. Pricing, Payment and Invoicing. All charges and other amounts due for Services provided under this MSA or any Service Addendum, whether authorized or not, will be the responsibility of Buyer and shall be due and payable according to the terms of this MSA. Buyer is prohibited from and shall not set off such amounts or any portion thereof, whether or not liquidated, against sums which Buyer asserts are due it, its parent affiliates, subsidiaries or other divisions or units under other transactions with Honeywell, its parents, affiliates, subsidiaries or other divisions or units. Honeywell reserves the right to correct any invoices that deviate from this "Payment and Invoicing" section or the "Pricing and Payment Terms" section of the applicable Services Addendum.

Honeywell's pricing excludes all taxes (including but not limited to, sales, use, excise, value-added, and other similar taxes), duties and charges (collectively, "Taxes"). Buyer will pay all Taxes resulting from this Agreement or Honeywell's performance under this Agreement, whether imposed, levied, collected, withheld, or assessed now or later. If Honeywell is required to impose, levy, collect, withhold, or assess any Taxes on any transaction under this Agreement, then in addition to the purchase price, Honeywell will invoice Buyer for such Taxes unless at the time of order placement, Buyer furnishes Honeywell with an exemption certificate or other documentation sufficient to verify exemption from the Taxes.

If any Taxes are required to be withheld from amounts paid or payable to Honeywell under this Agreement, (a) such withholding amount will not be deducted from the amounts due Honeywell as originally priced, (b) Buyer will pay the Taxes on behalf of Honeywell to the relevant taxing authority in accordance with applicable law, and (c) Buyer will forward to Honeywell, within 60 days of payment, proof of Taxes paid sufficient to establish the withholding amount and the recipient.

In no event will Honeywell be liable for Taxes paid or payable by Buyer. This clause will survive expiration or any termination of this Agreement.

Buyer must notify Honeywell of a change in Buyer's billing address and contact information; failure to do so does not remove Buyer's obligation to pay for Services.

Payments must be made by wire transfer to Honeywell's account #658554399 at JPM Chase Bank ABA #021-0000-21 SWIFT# CHASUS33 unless otherwise directed in accordance with the "Remit To" field on each invoice; Buyer will send an email to GCTSAERORemittance@Honeywell.com on or before the date of such electronic fund transfer advising remittance and referencing Honeywell's invoice number. Payment(s) must be made in United States currency and must be accompanied by remittance detail containing at a minimum the invoice number and amount paid per invoice. Payments must be in accordance with the "Remit To" field on each invoice.

Pricing for Services is as specified in Honeywell's Proposal, if applicable, or Honeywell's Standard Pricing, unless otherwise set forth in the applicable Service Addendum. Invoices will be issued upon Honeywell's receipt of written confirmation by Buyer or auto renewal. All charges from Honeywell are in US Dollars and must be paid in US Dollars. Invoice terms are NET thirty (30) calendar days unless otherwise specified. Any disputes with respect to invoiced amounts will be deemed waived if not raised in writing to Honeywell within the thirty (30) day payment period. In the event payments are not made in a timely manner, Honeywell 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: (1) declare Buyer's performance in breach and terminate this MSA or any Service Addendum for default; (2) either suspend or discontinue the provision of Services under this MSA or any Service Addendum until delinquent payments are made; (3) provide Services under this MSA or any Service Addendum on a cash in advance basis even after the delinquency is cured; (4) charge interest on the delinquency at a rate of one and one-half percent (1.5%) 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 plus applicable storage charges or inventory carrying charges; or (5) recover all cost of collection including, but not limited to, collection expenses, court costs and reasonable attorney's fees.

These remedies are in addition to all other remedies available at law or in equity. Honeywell may re-evaluate Buyer's credit standing at all times. If Honeywell reasonably determines in its sole discretion that Buyer fails to qualify for the above payment terms at any time, then Honeywell may without notice to Buyer modify or withdraw credit terms, including but not limited to requiring advance payment, guarantees, or other security. This "Payment and Invoicing" clause will survive expiration or any termination of this MSA.

12. Excusable Delay. Except for payment obligations, neither Party will be liable to the other for any failure to meet its obligations due to any cause beyond the non-performing Party's reasonable control ("Force Majeure"). If the inability to perform continues for longer than ninety (90) days, either Party may terminate the applicable Service Addendum by providing written notice to the other Party. Force Majeure events may include but are not limited to: (1) delays or refusals to grant an export license or the suspension or revocation thereof, (2) any other acts of any government that would limit the ability for contract performance, (3) fires, earthquakes, floods, severe weather conditions, or any other acts of God, (4) quarantines or regional medical crises, (5) labor strikes or lockouts, (6) riots, strife, insurrection, civil disobedience, armed conflict, terrorism or war, declared or not (or impending threat of any of the foregoing, if such threat might reasonably be expected to cause injury

to people or property), and (7) shortages or inability to obtain materials or components. If a Force Majeure event causes a delay, then the date of performance will be extended by the period of time that the non-performing Party is actually delayed or for any other period as the Parties may agree in writing.

13. Service Provider and Service Provider Liability. Buyer acknowledges that Honeywell may obtain elements of Data or Services from third party providers. These Data or Services may be pursuant to contracts that may contain limitations or disclaimers of liability on behalf of the third party providers, and further understands that such conditions of service may change from time to time. Buyer agrees to accept and be subject to such disclaimers and/or limitations of liability, and to pass same on to its employees, buyers, and passengers. Honeywell will not be responsible or liable for a failure to inform Buyer of any specific disclaimer or limitation of liability, but will, upon Buyer's written request, use reasonable efforts to inform Buyer of any such disclaimers or limitations of liability then in force. Buyer agrees and understands that it has no recourse, whatsoever, against any such third party service provider.

14. Warranty / Disclaimer of Warranties. OTHER THAN AS SET FORTH IN "DATA AND SOFTWARE LICENSE" ABOVE, SERVICES, LICENSED SOFTWARE, MEDIA AND DATA ARE PROVIDED BY HONEYWELL "AS IS" WITHOUT WARRANTY OF ANY KIND; THAT THEY CONTAIN INFORMATION FURNISHED BY OTHERS WHO ARE NOT UNDER THE CONTROL OF HONEYWELL; AND THAT HONEYWELL MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES AND DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES AGAINST INFRINGEMENT, 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.

HONEYWELL DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES REGARDING WHETHER THE SERVICES WILL PRODUCE ANY SPECIFIC RESULT OR PERFORM ANY PARTICULAR FUNCTION.

The Services are advisory in nature only, and the pilot in command of any given flight is responsible for the safe operation of the flight.

15. Available Remedies. EXCEPT WHERE SPECIFIED TO THE CONTRARY, THE EXPRESS REMEDIES PROVIDED IN THIS MSA AND THE APPLICABLE SERVICE ADDENDUM FOR BREACHES BY HONEYWELL ARE IN SUBSTITUTION FOR REMEDIES PROVIDED BY LAW OR OTHERWISE. IF AN EXPRESS REMEDY FAILS ITS ESSENTIAL PURPOSE, THEN BUYER'S REMEDY WILL BE A REFUND OF THE PRICE PAID FOR THE SERVICES THAT GAVE RISE TO THE CLAIM DURING THE PREVIOUS TWELVE (12) MONTHS.

16. Limitation of Liability. IN NO EVENT WILL HONEYWELL BE LIABLE TO BUYER FOR ANY INCIDENTAL DAMAGES, CONSEQUENTIAL DAMAGES, SPECIAL DAMAGES, INDIRECT DAMAGES, LOSS OF PROFITS, LOSS OF REVENUES, OR LOSS OF USE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. HONEYWELL'S LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO THIS MSA AND ANY

SERVICE ADDENDUM IS LIMITED TO THE CONTRACT PRICE FOR THE SPECIFIC SERVICE THAT GIVES RISE TO THE CLAIM. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS WILL APPLY REGARDLESS OF WHETHER LIABILITY ARISES FROM BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), BY OPERATION OF LAW, OR OTHERWISE.

17. Indemnification. Buyer assumes liability for, and shall indemnify, protect, save and hold harmless Honeywell, its service providers and Honeywell's and its service providers' officers, directors, managers, agents, employees, suppliers, servants, successors and assigns (each an "Indemnitee") from and against any and all liabilities, obligations, losses, damages, penalties, claims, demands, actions, suits, arbitrations, costs and expenses (whether or not arising in tort) -- including but not limited to claims for the Indemnitee's own negligence, strict liability or other fault, death of any person whatsoever or loss or damage to property, claims for injuries to Buyer's own employees, unauthorized warranty or representation made by Buyer or liability of any nature or kind of Buyer, its employees, agents or third parties relating to the Services, and reasonable attorney's fees and other legal expenses of any kind or nature -- imposed on, incurred by or asserted against any Indemnitee by any person or persons whomsoever and (a) arising from or out of the performance, nonperformance or partial or imperfect performance of the Service, Licensed Software, Data or Media hereunder by Honeywell, its service providers or Honeywell's or its service providers' employees, agents or suppliers, or (b) in any way relating to or arising from the use or unauthorized use by Buyer, its successors or assigns of the Services, Licensed Software, Data or Media provided under this MSA or any Service Addendum. This indemnification shall not extend to liabilities that may not be indemnified under applicable law.

In the event that any claim or demand for which Buyer would be liable to an Indemnitee hereunder is asserted or sought to be collected by a third party, the Indemnitee shall promptly notify Buyer of such claim or demand, specifying the nature of such claim or demand and the amount or estimated amount therefore to the extent then feasible (which estimate shall not be conclusive of the final amount of such claim or demand) (the "Claim Notice"). Buyer shall have thirty (30) calendar days from its receipt of the Claim Notice (the "Notice Period") to notify the Indemnitee (i) whether or not Buyer disputes its liability to the Indemnitee with respect to such claim or demand, and (ii) if it does not dispute such liability, whether or not it desires, at its sole cost and expense, to defend the Indemnitee against such claim or demand. In the event that Buyer notifies the Indemnitee within the Notice Period that Buyer does not dispute its liability to the Indemnitee, and desires to defend against such claim or demand, then Buyer shall have the right to defend the claim. If Buyer disputes its liability to the Indemnitee with respect to such claim or demand, or elects not to defend against such claim or demand, whether by not giving timely notice as provided above or otherwise, then the amount of any such claim or demand, or, if the same be contested by Buyer or by the Indemnitee (but neither Buyer nor the Indemnitee shall have any obligation to contest any such claim or demand), that portion thereof as to which such defense is unsuccessful shall be conclusively deemed to be a liability of Buyer hereunder (subject, if Buyer has timely disputed liability, to a determination that the disputed liability is covered by these indemnification provisions).

18. Indemnities Against Patent and Copyright Infringement. Honeywell will defend the Buyer against any suit arising out of any

actual or alleged patent or copyright infringement of a valid patent or copyright, to the extent based on Data as delivered by Honeywell, and indemnify for any final judgment assessed against Buyer resulting from such suit provided that Buyer notifies Honeywell at such time as it is apprised of the third-party claim, and agrees to give sole and complete authority, information and assistance (at Honeywell's expense) for the defense and disposition of the claim. Honeywell will not be responsible for any compromise or settlement made without Honeywell's consent.

Honeywell will have no obligation or liability under this MSA or any Service Addendum with respect to claims of infringement arising out of or based on: (a) data provided to Honeywell by Buyer; (b) Data used other than for its ordinary purpose; (c) any combination of the Data furnished hereunder with anything not furnished by Honeywell; (d) any modification of the Data other than a modification by Honeywell; or (e) damages based on a theory of liability other than infringement by the Data.

Further, Buyer agrees to indemnify and defend Honeywell to the same extent and subject to the same restrictions set forth in Honeywell's obligations to Buyer as set forth in this "Indemnities Against Patent and Copyright Infringement" section for any claim against Honeywell based upon a claim of infringement resulting from (a), (b), (c), or (d) of the preceding paragraph.

In no event will Honeywell be liable for Buyer's attorney fees or costs.

If a claim is made or if Honeywell believes that a claim is likely, Honeywell may, at its option, and at its expense, (i) procure for Buyer the right to continue using the Data; (ii) replace or modify the Data so that it becomes non-infringing; or (iii) authorize return of the Data or terminate Buyer's license to use the infringing Data and grant Buyer a credit for the purchase price or license fee paid for such Data, less a reasonable depreciation for use, damage, and obsolescence. Further, Honeywell may cease shipping infringing Data without being in breach of this MSA or any Service Addendum.

If the final judgment assessed against Buyer is based on the revenue generated from the use of the Data, as opposed to from the sale of the Service(s) by Honeywell to Buyer (whether alone or in combination with any article or service not furnished by Honeywell), then Honeywell's liability under this indemnity, exclusive of defense costs, shall be limited to a reasonable royalty based on the contract price paid by Buyer to Honeywell for the Service that gave rise to the claim.

Any liability of Honeywell under this "Indemnities Against Patent and Copyright Infringement" is subject to the provisions of the "Limitation of Liability" section of this MSA.

This "Indemnities Against Patent and Copyright Infringement" section states the Parties' entire liability, sole recourse and their exclusive remedies with respect to infringement. All other warranties against infringement of any intellectual property rights, statutory, express or implied are hereby disclaimed.

19. Title and Risk of Loss. Buyer assumes all risk of loss and damage to Media, if any, supplied as part of this MSA or any Service Addendum, including any loss or damage resulting from mishandling or abuse, while such Media is in Buyer's possession or in transit if returned to Honeywell. All rights, title and interest in such Media shall remain with Honeywell or Honeywell's service provider at all times.

20. Changes and Enhancements. Honeywell, in its sole discretion, reserves the right to add to, modify or otherwise improve any Service without notice to or consent of Buyer and without incurring any

obligation to update, modify or replace Data, Licensed Software or Media previously delivered except as may be provided herein.

21. Export. Buyer is responsible for compliance with all import and export control laws and regulations. Buyer will obtain import, export, and re-export approvals and licenses required for products, transfers, services and technical data delivered and will retain documentation evidencing compliance with those laws and regulations.

Honeywell will not be liable to Buyer for any failure to provide Data, Licensed Software, Media, Services, Equipment, transfers or technical data as a result of government actions that impact Honeywell's ability to perform, including:

- (a) The government's failure to provide, or the government's cancellation of, export or re-export licenses;
- (b) Any subsequent governmental interpretation of applicable import, transfer, export or re-export law or regulation after the date of any order or commitment that has a material adverse effect on Honeywell's performance; or
- (c) Delays due to Buyer's failure to follow applicable import, export, transfer, or re-export laws and regulations.

If Buyer designates the freight forwarder for export shipments from the United States, then Buyer's freight forwarder will export on Buyer's behalf and Buyer will be responsible for any failure of Buyer's freight forwarder to comply with all applicable export requirements. Honeywell will provide Buyer's designated freight forwarder with required commodity information.

The Buyer will not sell, export, re-export, divert or otherwise transfer any Honeywell products, technology or software for use in activities which involve the development, production, use or stockpiling of nuclear explosive devices, chemical or biological weapons or missiles, unmanned aerial vehicles, or microprocessors for military use, nor use Honeywell products in any facilities which are engaged in activities relating to such weapons or applications, without prior authorization from the U.S. Government, European Union Governments and Honeywell notification.

The Buyer will not sell, export, re-export, divert or otherwise transfer any Honeywell products, technology or software to any entity or country subject to U.S. Government approval, including, but not limited to, Cuba, Iran, North Korea, Sudan, Syria unless otherwise authorized by the U.S. Government. This also applies to the selling country and any authorizations required pursuant to local Government restricted party lists.

The Buyer will not sell, export, re-export, divert or otherwise transfer any Honeywell products, technology or software for China military end-use or end-users, Russian military end-use or end-users, or Venezuelan military end-use or end-users unless otherwise authorized by the U.S. Government or local country regulations from where the product is being exported from.

The Buyer acknowledges that United States law and the selling countries law prohibits the sale, export or re-export, diversion or transfer, or other participation in any export transaction involving Honeywell products with individuals or companies listed in the DoC's Table of Denial Orders, the U.S. Treasury Department's list of Specially Designated Nationals (SDNs) 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 as well as the Denial Person/Company list of the selling country.

The Buyer will abide by all applicable United States and/or selling country export control laws and regulations for all products, software or technology purchased from Honeywell and will obtain any licenses or approvals required by the U.S. Government and/or the selling country's Government prior to the sale, export, re-export, diversion or other transfer of Honeywell product, software or technology. If the Buyer provide any repair services, the Buyer further certifies we have adequate processes in place to ensure that our end users comply with the requirements of this certification.

22. Waiver/ Modification. The failure of either Party to enforce at any time any of the provisions of this MSA or any Service Addendum shall not be construed to be a continuing waiver of any provisions of this MSA or a Service Addendum, nor shall any such failure prejudice the right of a Party to take any action in the future to enforce any provisions of this MSA or a Service Addendum. No modification or addition to this MSA or any Service Addendum shall be effective unless agreed to in writing and signed by authorized representatives of Buyer and Honeywell.

23. Governing Law. This MSA and any Service Addendum will be governed by the laws of the state of New York, U.S.A., without regard to conflicts of law principles. Honeywell and Buyer expressly agree to exclude this MSA and all Service Addendums from the United Nations Convention on Contracts for the International Sale of Goods, 1980, and any successor thereto. Any suit must be brought in a federal court sitting in New York, New York, and the Parties irrevocably consent to personal and exclusive jurisdiction and forum of, and agree to be bound by any judgment and orders rendered by, these courts.

24. Language. These terms and conditions and all documentation and communications required there under shall be in the English language.

25. Severability. In the event any provision of this MSA or any Service Addendum is determined to be illegal, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this MSA or such Service Addendum will not be affected and, in lieu of such illegal, invalid, or unenforceable provision, there will be added as part of this MSA or such Service Addendum, as applicable, one or more provisions as similar in terms as may be legal, valid and enforceable under applicable law.

26. Dispute Resolutions. Any dispute arising out of or relating to this MSA or any Service Addendum, including the breach, termination or validity thereof, will be finally resolved by a sole arbitrator in accordance with the Center for Public Resources (CPR) Institute for Dispute Resolution Rules for Non-Administered Arbitration then currently in effect. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, and judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The place of arbitration will be Phoenix, Arizona.

Either Party may apply to the arbitrator seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either Party also may, without waiving any remedy under this MSA or any Service Addendum, 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 arbitrator's determination of the merits of the controversy.

If any dispute, or response to any dispute, includes an allegation that potentially concerns whether any intellectual property right owned, controlled or licensable by either Party is invalid, unenforceable or infringed or misappropriated, or is otherwise limited in scope or application, then either Party may, in its sole discretion, elect to have such dispute adjudicated before the courts as specified in "Governing Law" herein, and this section shall not be binding on either Party with respect to such dispute in its entirety or any related dispute, including any portions of such dispute that do not concern intellectual property rights.

27. Assignment. Buyer will not assign any rights or obligations under this MSA or any Service Addendum without the advance written consent of Honeywell, which consent will not be unreasonably withheld. Any attempt to assign or delegate in violation of this clause will be void.

28. Survival. All provisions of this MSA and any Service Addendum, which by their nature should apply beyond the term of this MSA or such Service Addendum, will remain in force after the expiration or any termination of this MSA or such Service Addendum. Unless otherwise specified herein, the obligations of Sections 33 and 34 shall survive expiration or termination of the respective Service Addendum or other agreement with Controller for any reason but only to the extent and for the period that Honeywell continues to Process any Buyer Personal Data following such termination or expiry of the respective Service Addendum or other agreement with Controller.

29. Order of Precedence. In the event of a conflict or inconsistency between of the terms of the following documents, the following order of precedence shall control:

1. The applicable Service Addendum (including those documents incorporated therein by reference); and then
2. This MSA.

30. Headings and Captions. Headings and captions are for convenience of reference only and do not alter the meaning or interpretation of this MSA or any Service Addendum.

31. Notices. All notices between the Parties that relate to the performance or administration of this MSA or any Service Addendum will be made in writing to the authorized representatives of each Party. The authorized representative of Buyer will be as specified in the applicable Services Application. The authorized representatives for Honeywell are as follows:

Honeywell International Inc.
Aerospace
Flight Support Services
21111 North 19th Ave
Phoenix, AZ 85027
Mailstop: N19C5
Attn: Sr. Manager, Customer Support

For legal notices, send an additional copy to:

Honeywell International Inc.
Aerospace
1944 E. Sky Harbor Circle
Mail Stop 2102-406
Phoenix, AZ 85034
Attn: General Counsel

Notices will be deemed received when delivered either:

- (i) Two (2) calendar days after mailing by certified mail, return receipt requested and postage prepaid; or
- (ii) One (1) business day after deposit for next day delivery with a commercial overnight carrier provided the carrier obtains a written verification of receipt from the receiving Party; or
- (iii) The same day if presented in person, by facsimile or electronic mail.

32. Entire Agreement. This Agreement and any applicable Service Addendum contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior representations or agreements, oral or written, and all other communications between the parties relating to the subject matter hereof. Except as expressly stated in this MSA, this MSA and any applicable Service Addendum will not be varied except by an instrument in writing subsequently accepted by an authorized representative of each Party.

33. Data Privacy.

33.1 Additional Definitions.

In this MSA, these capitalized words or expressions have the following meanings:

"Data Privacy Laws" means, as applicable and binding on the Buyer, Honeywell and/or the Services, all applicable data privacy, breach notification, data security, and network security laws, rules, and regulations that may exist in any relevant jurisdiction from time to time, in relation to the protection of individuals with regard to the processing of Personal Data under this Agreement, and, where applicable, any guidance and codes of practice issued or endorsed by a relevant Supervisory Authority or groups of Supervisory Authorities including the EU Data Protection Directive 95/46/EC, the EU Privacy & Electronic Communications Directive 2002/58/EC, and the General Data Protection Regulation (EU) 2016/679 (the "GDPR") (but only from the date that it comes into force on 25 May 2018), all national legislation and subordinate legislation in any country in the European Union. Any capitalized terms in this Clause 33 not otherwise defined herein shall have the meaning given to them in the applicable Data Privacy Law.

"Personal Data" means any information that can be used directly or indirectly, alone or in combination with other information, to identify an individual.

"Process" (in any form) means the collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure, transmission, combination, blockage, erasure, destruction of, or any other action performed on Personal Data.

"Sensitive Personal Data" is a subset of Personal Data that includes race, ethnic origin/nationality, date of birth, government-issued identifier, financial data (e.g., credit card or bank account number), information about one's physical or mental health or condition, sexual orientation/history, religious or political views, trade organization membership, and criminal history.

33.2 The Parties will comply with all Data Privacy Laws applicable to the Services provided by Honeywell to the Buyer or any third party under a Service Addendum between the Parties.

33.3 The Parties acknowledge that Honeywell may need to share Personal Data with Dassault during the term of this MSA or Service Addendum in connection with providing and supporting the Services.

33.4 If and to the extent the Parties explicitly agree that Honeywell shall process Personal Data as a Processor on behalf of a Controller, the following provisions shall apply:

33.4.1 Controller-Processor relationship and Confidentiality.

If explicitly agreed in a Service Addendum or any other written agreement under this MSA, Honeywell will Process all Controller Personal Data it Processes on behalf of the Controller in accordance with the obligations of Processors under all applicable Data Privacy Laws and the terms of this Section 33. The Controller shall comply with the obligations of Controllers under all Data Privacy Laws in connection with the processing of any Controller Personal Data it provides to Honeywell, the Services and the exercise and performance of its respective rights and obligations under this agreement. Honeywell agrees to (A) limit access to Personal Data it Processes on behalf of Controller to those of its employees who have a need to access the Personal Data in order to perform their job functions and (B) ensure that such employees are trained with respect to the confidentiality obligations of this Section 33 and have agreed to comply with these obligations. Honeywell will require the Controller to warrant, represent and undertake that all Personal Data provided to Honeywell in connection with the Services shall comply in all respects with Data Privacy Laws including in terms of its collection, storage and processing (which shall include the Controller providing all of the required fair processing information to, and obtaining all necessary consents from, Data Subjects) and that so far as it is aware, all instructions given by it to Honeywell in respect of Honeywell's processing of Controller's Personal Data shall at all times be in accordance with Data Privacy Laws.

33.4.2 Processing for Limited Purposes. Honeywell will Process Personal Data solely for the purposes of providing the Services specified in the respective Service Addendum or other agreement with the Controller (including the invoicing of such Services) and pursuant to Controller's instructions. Honeywell will not Process Personal Data for any other purpose unless authorized by Controller in writing by letter, email, facsimile, or other means capable of visual display and retention. Additionally, Honeywell will not Process more Personal Data than necessary to fulfill these purposes.

33.4.3 Third Parties; Agents and Subcontractors.

(A) Honeywell will not transfer or disclose Personal Data to any third party (not acting as an agent, subcontractor, or otherwise engaged by Honeywell) without Controller's express written permission. Controller hereby authorizes Honeywell to disclose Personal Data to Dassault in connection with providing and supporting the Services.

(B) To the extent permitted by Controller, if Honeywell discloses Personal Data to any agent or subcontractor, Honeywell will enter into a written agreement with such agent or subcontractor containing data protection provisions no less stringent than those contained in this Section 33. Upon reasonable request and expense of the Controller, Honeywell will make available to the Controller all information necessary to demonstrate Honeywell's compliance with its obligations as Processor under applicable Data Privacy Laws and to allow for and contribute to audits, including inspections conducted by the Controller.

33.4.4 Cross-Border Transfer. Unless specifically required under the terms of the Service Addendum or other agreement with the Controller or as specifically authorized by Controller in writing, Honeywell and all

parties acting on Honeywell's behalf will not transfer any Personal Data Processed pursuant to this MSA outside the country of origin. Notwithstanding the foregoing, Honeywell will require the Controller to agree that Honeywell may transfer Personal Data that is [insert details of data] for [insert description of purposes] purposes to countries outside the European Economic Area (EEA) or to any international organization(s) (an "International Recipient"), provided all transfers by Honeywell of Personal Data to an International Recipient (and any onward transfer) shall (to the extent required under Data Privacy Laws) be effected by way of appropriate safeguards and in accordance with Data Privacy Laws. The provisions of the respective Service Addendum or other agreement with Controller shall constitute the Controller's instructions with respect to such transfers

33.4.4 Return/Destruction of Personal Data. Within a reasonable time of (a) any Controller Personal Data no longer being needed for the purposes set out in the respective Service Addendum or other agreement with Controller, or (b) expiration or termination of the respective Service Addendum or other agreement with Controller for any reason, at Controller's discretion and cost and expense, Honeywell will return or destroy all existing copies of any Controller Personal Data in its possession or control as a result of this MSA. Notwithstanding the foregoing, Honeywell is permitted to keep such copies of any Personal Data necessary to comply with applicable law until such obligation ceases, at which time Honeywell will destroy such Personal Data as soon as reasonably practicable thereafter; provided that Honeywell's obligation hereunder with respect to Personal Data will continue until all Personal Data has been destroyed.

34. Data Security

(A) Notwithstanding any obligations in the MSA establishing standards for systems, applications, databases, and other technological tools, Honeywell represents and warrants that it has adopted and implemented, and throughout the term of this MSA will maintain, appropriate technical and organizational measures to protect Personal Data against unauthorized, unlawful, and/or accidental access, disclosure, exposure, alteration, loss, and destruction. The appropriateness of these measures will be evaluated in light of the state of the art, cost of implementation, the nature of the Personal Data, and the risk to which the Personal Data are exposed. Honeywell's adherence to an approved code of conduct or an approved certification mechanism may be used to demonstrate Honeywell's compliance with the obligations set out in this section.

(B) Honeywell will ensure that (1) any Controller Sensitive Personal Data that it transmits over a network, whether by email, file transfer protocol, or other means of electronic exchange and (2) any Controller Sensitive Personal Data stored on a Honeywell issued portable device, including but not limited to a laptop computer, floppy disk, or CD, will be encrypted using a cryptographic algorithm employing a key length of at least 128 bits; provided, however, that if such technology is specifically prohibited by law, Honeywell will use an appropriate alternate mechanism to protect Sensitive Personal Data.

(C) As applicable, Honeywell certifies that it has and will maintain throughout the term of the respective Service Addendum or other agreement with Controller a written, comprehensive information security policy that complies with all Processor obligations under Data Privacy Laws, including the Massachusetts Standards for the Protection of Personal Information of Residents of the Commonwealth, if applicable.

34.1 Compromises. Without undue delay and where feasible not later than 72 hours after becoming aware of any compromise of Controller Personal Data that is likely to (a) result in a risk to the rights and freedoms of natural persons and/or have an adverse material impact on Honeywell's delivery of Services for Buyer pursuant to the respective Service Addendum or other agreement with Controller, , Honeywell will notify Controller in writing of such compromise. For purposes of this Section, a compromise means a material breach of security leading to the accidental, unauthorized, and/or unlawful, access, disclosure, , alteration, loss, or destruction of Controller Personal Data. Honeywell will investigate such compromise and notify the Controller of the measures it has taken or proposes to take to remedy the compromise, including where appropriate measures to mitigate the possible adverse effects of such compromise, Honeywell shall assist the Controller in providing notice to impacted individuals and/or governmental authorities at the reasonable request and with the approval of Controller.

34.2 Individual Rights. Honeywell will notify Controller without undue delay and where feasible not later than in 5 business days of any request received from an individual relating to such individual's right to request access to or modify Controller's Personal Data in Honeywell's possession. Honeywell agrees to comply at Controller's cost and expense, with all reasonable instructions from or requests by Controller regarding Honeywell's response to such individual request. In addition, at Controller's cost and expense, Honeywell agrees to provide any and all assistance required by Controller to respond to any individual requests received by Controller or Honeywell relating to Controller Personal Data processed by Honeywell within the time period specified by applicable Data Privacy Law and/or Controller policy.

34.3 Response to Inquiries. At Controller's cost and expense, Honeywell agrees to respond promptly to all reasonable inquiries from Controller regarding Honeywell's Processing of Controller Personal Data pursuant to the respective Service Addendum or other agreement with Controller and to assist Controller in its prompt and full response to inquiries from

any regulatory authority regarding Honeywell's Processing of Controller Personal Data pursuant to this MSA. Honeywell will notify Controller without undue delay of any request it receives from a governmental authority or judicial body to disclose Controller Personal Data that Honeywell Processes on behalf of Controller unless such notice is prohibited by law. Additionally, Honeywell agrees to cooperate with Controller, at Controller's cost and expense, in responding or objecting to such request.

34.4 Right to Audit. Honeywell agrees that it will in accordance with Data Privacy Laws, make available to Controller, upon reasonable request from Controller and at Controller's cost and expense, such information as is reasonably necessary to demonstrate its compliance with the obligations of Processors under Data Privacy Laws and this Section 34, and allow for and contribute to audits (including inspection of its facilities) by Controller or an independent auditing company designated by Controller. Honeywell will fully cooperate with such audit subject to the Controller: (a) giving Honeywell reasonable prior written notice of such information request, audit and/or inspection; (b) ensuring that all information obtained or generated by the Controller and/or its auditors in connection with such requests, inspections and/or audits is kept strictly secret and confidential (save for disclosure to a regulatory authority or as otherwise required by applicable Data Privacy Laws); (c) ensuring that such audits or inspection is carried out during normal business hours, with minimal disruption to Honeywell's business (and/or the business of its customers, sub-processors and/or sub-contractors; and (d) paying Honeywell's reasonable costs and expenses in connection with the provision of such information, and contributing to such audits and inspections. If any such audit reveals any material breach by Honeywell's obligations under this Section 34 or any Processor obligations under any applicable Data Privacy Laws or Controller will be entitled to suspend or terminate the respective Service Addendum or other agreement with Controller or Honeywell's delivery of Services that entails the Processing of Personal Data until such issues are resolved adequately.

(STANDARD ATTACHMENT TO THE MSA)

HONEYWELL CONFIDENTIAL

ADDENDUM C
Service Terms and Conditions for Global Data Center Services

1. General.

(i) In accordance with this Service Addendum, Honeywell agrees to provide Buyer with Honeywell's Global Data Center ("GDC") services which include the services specified in Honeywell's Proposal, if applicable, and in Buyer's Services Application form as agreed to by Honeywell, and will be provided to Buyer via Honeywell's computerized information network and/or diskette, compact disc or PCMCIA Memory Card, at Honeywell's discretion.

(ii) Flight Sentinel Services

(a) Monitoring for Flight Sentinel services will be provided only for flights that operate within North America, Hawaii and portions of the New York and San Juan Center Oceanic areas, and excludes Mexico. Other areas may be monitored at Honeywell's discretion.

(b) Buyer must agree to abide by the guidelines set forth by the FAA and/ or Honeywell for collaborative decision making (CDM) participation. Buyer shall provide accurate contact and FBO information to Honeywell prior to each flight, and submit its intent to fly no less than twelve (12) hours prior to departure. Any change in plans or special requests must be communicated by Buyer to Honeywell as soon as possible.

(iii) Airtime for the Aspire Portable Airmail and the Sky Connect Branded Equipment. Buyer shall use the Service only with Equipment certified and type approved by Honeywell.

(A) The Service provided is subject to the availability of capacity on the Iridium satellite network, and visibility of the satellite constellation. The Service may be temporarily unavailable or limited due to (i) capacity limitations or emergency preemption as required by the satellite network's Federal Communications Commission; (ii) modifications, upgrades, repairs; and (iii) activities of Iridium and its network operators as necessary for the proper or improved operation of the Service. For the Buyer provided antenna or antenna subsystem, the Buyer acknowledges and agrees that Honeywell is not responsible for any Service interruptions caused by the Iridium constellation as a whole, individual satellites, spot beams, or visibility of any individual satellite.

(B) HONEYWELL DOES NOT PROVIDE EMERGENCY PUBLIC SAFETY CONNECTIONS OR MISSION CRITICAL MESSAGING THROUGH THE SERVICE. THESE SERVICES, IN PART AND ENTIRELY, ARE NOT CERTIFIED FOR SAFETY OF LIFE AND PROPERTY. Further, these Services are not subject to the provisions of International Civil Aviation Organization safety services for which Iridium communications may be independently certified.

(C) Service is provided subject to Buyer's compliance with all licensing requirements of the jurisdiction in which the Equipment is installed.

(D) The Service may from time to time undergo routine tests and adjustments as necessary for maintenance, modifications, improvements or changes. Buyer acknowledges that such activity may result in a temporary interruption of Service. In most cases the dual redundant nature of the architecture will allow access to Data on an alternate server. In cases where Service will be interrupted entirely, Honeywell will make commercially reasonable efforts to alert the upcoming maintenance window in advance, and to select low traffic times.

2. Termination or Cancellation of Service.

In addition to the "Term & Termination, Renewal" section of the MSA, the following terms and conditions are also applicable:

(i) In the event Services are canceled (by either Party), Buyer agrees to notify Honeywell of its new datalink services provider. Buyer further agrees it is solely responsible, and will pay pursuant to the payment terms set forth herein, for any airborne datalink transmissions charges invoiced to Honeywell by its datalink services suppliers after Buyer's cancellation of Services.

(ii) In the event Service is canceled or terminated, aircraft ownership is retained by Buyer and transmissions (position reports, OFF/ON reports, etc) are received by the GDC, the Buyer shall continue to be responsible for payment to Honeywell for any charges incurred or invoiced pursuant to the terms set forth herein.

(iii) If Services are canceled due to the sale or transfer of the aircraft and the Buyer wishes to retain the datalink unit's registration number for future use, Buyer will have the datalink unit reconfigured to remove the registration number prior to the sale or transfer of the aircraft.

3. Pricing and Payment Terms.

In addition to the "Pricing, Payment and Invoicing" section of the MSA, the following terms and conditions are also applicable:

(i) Buyer is responsible for any airborne datalink transmissions charges invoiced to Honeywell by its datalink services suppliers resulting from Buyer's failure to appoint and maintain a current datalink provider.

4. Available Remedies. HONEYWELL'S SOLE OBLIGATION AND BUYER'S EXCLUSIVE REMEDY UNDER THIS SERVICE ADDENDUM IS LIMITED TO, IN HONEYWELL'S ELECTION AND IN ITS SOLE DISCRETION, EITHER (1) PROVISION OF ADDITIONAL SERVICES BY HONEYWELL IN AN AMOUNT EQUAL TO THE AMOUNT CHARGED BY HONEYWELL TO BUYER FOR THE SINGLE MONTH IN WHICH SERVICES WERE PROVIDED CONTAINING MATERIAL ERROR IN INFORMATION SUPPLIED BY HONEYWELL OR (2) REFUND BY HONEYWELL TO BUYER OF FEES EQUAL TO THE AMOUNT CHARGED BY HONEYWELL TO BUYER FOR THE SINGLE MONTH IN WHICH SERVICES WERE PROVIDED CONTAINING MATERIAL ERROR IN INFORMATION SUPPLIED BY HONEYWELL. Buyer must notify Honeywell in writing of any such material error in any of the services provided

pursuant to this Service Addendum within ten calendar (10) days after Buyer's discovery. Any action pertaining to this Service Addendum must be brought within one (1) year of the occurrence of the event on which it is based. Buyer's rights to these remedies are conditioned upon the software or accompanying diskette, compact disc or PCMCIA Memory Card not being exposed or subjected to any of the following:

- a. Any maintenance, installation, operation or use which is improper or otherwise not in compliance with Honeywell's instruction;
- b. Any alteration or modification by anyone other than Honeywell or those specifically authorized by Honeywell;

- c. Any accident, contamination, foreign object damage, abuse, neglect or negligence after delivery to Buyer; or
- d. Any damage precipitated by failure of a service not supplied by Honeywell.

Honeywell's obligations under this Service Addendum are conditioned on Buyer's obligation to maintain records which will accurately reflect the nature of any unsatisfactory condition of the Services. Honeywell, at its request, shall be given access to such records for substantiating claims for evaluation and modification of the Services.

THIS REMEDY IS EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES.

(STANDARD ATTACHMENT TO THE MSA)

ADDENDUM H

FalconConnect Services

1. General.

(i) In accordance with this Service Addendum, Honeywell agrees to provide Buyer with FalconConnect Services which include the services specified in Honeywell's Proposal, if applicable, and in Buyer's Services Application form as agreed to by Honeywell.

(ii) FalconConnect Services

Provision of Services.

(a) Honeywell shall make the Service(s) available as described in the Proposal and any Honeywell's documentation referenced in the Proposal.

(b) Honeywell shall provide Services through its own networks and networks of its suppliers. Configuration for the Buyer user terminals to receive access to FalconConnect Services will be identified in the service activation report that Honeywell will provide to Buyer when the service activation process is completed by Honeywell. Buyer is obliged to configure its satcom equipment in accordance with the details as provided by Honeywell in the network operation activation report to ensure correct network operation and the pricing agreed in the Proposal.

(c) Upon Buyer's request, Honeywell will issue a login for Buyer that enables the Buyer to monitor the traffic (call log) and status of the relevant satellite system.

Buyer's Obligations. As of the Effective Date Buyer shall:

- (a) Ensure the continued accuracy of all information that Buyer provides to Honeywell, and validate that aircraft details, aircraft registration certificate and already installed satcom hardware or cockpit communication hardware details are correct. For the avoidance of doubt, Honeywell shall not be liable for loss of revenue due to late, incomplete or inaccurate information, or no information provided by Buyer; and
- (b) have an obligation to pay charges as outlined in the Proposal, hereunder also in the event that Buyer's failure to comply with the Technological Fraud Prevention Procedures defined in the Proposal has allowed Technological Fraud (as defined in the Proposal) to take place.
- (c) Buyer agrees to install a compatible router and configure it to meet its network needs. Honeywell will provide reasonable support as needed for the installation and the configuration of the routers.
- (d) Buyer in addition agrees to take responsibility for all engineering cost associated with the certification of the routers.
- (e) In case of early termination of the Service reimburse Honeywell for all accumulated charges, including those resulting from commitments entered into with suppliers to provide contracted services to Buyer.
- (f) Buyer acknowledges that collection of certain data may fall within category of personal data for which Buyer acts as the Data Controller and thus is required to obtain necessary consents of the data subjects as per the applicable data privacy laws. Honeywell acts as Data Processor and processes certain personal data of the Buyers data subjects for the purpose of this Addendum for a period of the validity of the MSA provided that is allowed to transfer personal data to 3rd countries as USA, India or Mexico.

Regulatory Obligations of Honeywell. Honeywell shall use all reasonable endeavors to procure and maintain any governmental authorization necessary for the provision of the Services and use reasonable endeavors to comply with all statutes, by-laws, regulations and requirements of any government or other competent authority

applicable to Honeywell, save always that the procurement or maintenance of all governmental authorizations shall be at the reasonable discretion of Honeywell in any country or flag state where the relevant authority imposes onerous financial, commercial, regulatory, technical or similar-in-nature requirements as a condition of granting such licenses.

Regulatory Obligations of the Buyer. The Buyer:

- (a) assumes responsibility for all governmental authorizations (including activation and billing requirements) that may be required for the Service provision or operation of User Terminals in its country, or in all countries where the Buyer carries on business in relation to the Services, or where the User Terminals are operated. On request from Honeywell, the Buyer shall use all reasonable endeavors to provide documentary proof to Honeywell of any such governmental authorizations;
- (b) is obliged to comply with all applicable government export regulations and the like for Service and use of User Terminals under a Honeywell license in particular countries;
- (c) is obliged to obtain all registrations under relevant data protection legislation, if any;
- (d) is obliged to provide, subject to legal obligations (including without limitation, any relating to data protection legislation) which so preclude, all information to Honeywell to the extent reasonably necessary to enable Honeywell to respond to regulatory requirements, such as legal intercept/forced routing of traffic, terminal directories, or traffic reports without undue delay;
- (e) assumes responsibility for the payment of all applicable import taxes and duties arising from the import of User Terminals and promotional goods and/or publicity material for the Services.

(iii) FalconConnect Support

Remote Support. For Remote Support the following shall apply:

- (a) A Hotline for basic first-line trouble shooting is available 24/7 for the Buyer as shown on the Cabin Connectivity webpage or +1 602 365 6425 (international) or +1 833 227 3994 (US toll free) or email FalconConnect@honeywell.com.
- (b) The Honeywell Support team strives to solve any case as fast as reasonably possible, depending of the problem and information available. Whenever a Support case is too complex for immediate solving, or further information is needed or not available, Honeywell may register the case in Honeywell's ticketing system at its full discretion. Any support ticket will be taken action on by appropriate technical staff.
- (c) The Buyer is expected to act cooperatively and to provide additional information as soon as possible, when requested, as this may be needed for further clarification and enable Honeywell to trouble shoot and solve the case.
- (d) Remote Support is provided at no additional expense only for the Services that the Buyer receives from Honeywell pursuant to the terms of MSA, this Addendum and Proposal.

On-site Support. For On-site Support, the following applies:

- (a) On-site Support may be based on Buyer's request, and is either a part of an ongoing support case, or is a part of a consultancy service delivery.
- (b) Honeywell may charge for On-site Support sessions according to defined line items (tasks) and travel/accommodation expenses at its full discretion.

(c) Date and location for On-site Support will be agreed upon in writing.
(d) It is Buyer's responsibility that the wiring and availability of all involved terminals, hardware, devices, peripherals and their interconnectivity are finalized beforehand (i.e. routers, Wi-Fi, RJ45, laptops, tablets, printers, fax, TV, etc.).

(e) When work is performed on Buyer's premises, Buyer shall provide for all necessary access application for Honeywell employees in advance. Buyer shall inform Honeywell of any restrictions and/or special obligations to be complied with when work on Buyer's premises. Should any such obligations or restrictions be beyond industry standards and Honeywell employees reasonably not comply with it, Honeywell will have no obligation to provide on-site work at the premises of the Buyer, but will seek an amicable solution with the Buyer on a location where the work can be performed. .

(f) Honeywell's employees are committed to perform their obligations in compliance with Honeywell's Business Code of Conduct:

<https://honeywell.com/About/Pages/code-of-business-conduct.aspx>

(g) Preventing unintended Airtime usage is the responsibility of the Buyer. Honeywell will provide reasonable assistance to the Buyer, for the purpose of preventing any form of misuse that causes unnecessary Airtime usage.

(h) Whenever possible, the Buyer is obliged to ensure that alternative internet access is available (including high speed internet) instead of satellite link, to increase efficiency and to prevent excessive satellite Airtime usage.

(iv) FalconConnect Access

Honeywell will provide FalconConnect Access Services to Buyer for the use of internet services onboard the aircraft. FalconConnect Access is an optional service that can be enabled / disabled directly by the Buyer.

(a) Buyer will be charged directly by Honeywell for the internet service(s) used, via a credit card or pre-paid voucher. Honeywell will collect the Buyer's payment through Honeywell's gateway infrastructure and will not invoice the usage to the Buyer.

(b) Buyer will be authorized to enable and disable FalconConnect Access via the FalconConnect portal.

(v) Reserved

(vi) Global Mobile Data (3G/4G)

Honeywell will provide Global Mobile Data services through AT&T Machine-to-Machine Wireless Services (M2MWS). Global Mobile Data service provides Buyer with the ability to make Machine-to-Machine data and messaging wireless communications using the AT&T Network and its global roaming parts.

Buyer may only order M2MWS for use with Acceptable Applications on Approved Devices. Please consult your Honeywell FalconConnect sales representative for a list of approved devices. Customers must purchase all SIMs for use with Global Mobile Data Service from Honeywell with an associated service plan. Customers may not program, re-program, or tamper with a SIM in any manner. Customers may not insert SIMs into Devices bearing an AT&T mark, or Devices that were purchased from AT&T that have been packaged with an AT&T SIM.

The North America (NA) plan includes monthly data allowance and coverage for data usage in US and Canada only within the Zone A region. All other Zone A and B countries will be billed at the roaming rate. The WORLD Plan includes a monthly data allowance and coverage rate for all Zone NA and Zone A countries and coverage. All other countries will be billed based on actual usage at the roaming rate.

The Global Mobile Data services is available through AT&T and available only within the operating range of each AT&T wireless system in AT&T Markets and where roaming is available through other carriers (each, a "Service Area"). Customers can view United States coverage information at

<http://www.wireless.att.com/coverageviewer/#?type=data>. Service

Areas are limited to locations within the fifty United States and its territories. AT&T may add or delete Service Areas. Mobile Data Service may be interrupted, delayed or otherwise limited for a variety of reasons, including but not limited to: atmospheric conditions; terrain and/or environmental conditions such as trees or buildings; unavailability of radio frequency channels; system capacity limitations and specific hardware.

Roaming is available where AT&T and the local provider have contractual arrangements permitting roaming. International roaming is generally available to the countries located at

<http://www.wireless.att.com/travelguide/coverage/roaming/step1.jsp>.

Actual roaming availability at any time may differ due to changes in networks, carrier or national policies, equipment or network limitations, or other reasons. AT&T reserves the right at any time to restrict international data roaming to certain countries as it sees fit. Some countries cannot be blocked from international data roaming. International data roaming rates and availability are set forth in the Rate Plan descriptions. Service should not be used for permanent roaming in India or Brazil without AT&T's advance written authorization.

The selection of the data speed will be determined by the technology of the Device along with the carrier network. AT&T and its roaming partner may also introduce new technologies or retire or modify an existing Technology used in its Network, which may affect the availability or operation of certain Services and/or the functioning of particular Customer Devices.

(vii) Buyer's Obligation

In its access to and use of the Service, Buyer may be subject to certain laws and regulations. The Buyer must ensure that any such regulatory approvals have been granted, as required by the relevant regulatory authorities or other relevant regulatory body and that there shall be no approval obligations imposed upon Honeywell in connection with the Service.

(a) Buyer agrees to purchase the Service outlined in the Proposal from Honeywell and commits, throughout the term, to strictly comply with the below conditions (b-k).

(b) Comply with all copyright and other intellectual property rights related to the content accessed via the Service.

(c) Comply with all technical specifications and operational requirements of Honeywell as may be required by Honeywell.

(d) Provide in a timely manner, technical information as Honeywell may reasonably require and ensure that it is accurate in all material respects.

(e) Be responsible (at its own cost and expense) for preparing and maintaining the relevant premises/aircraft for the supply of the Services, in accordance with all applicable laws, before and during the supply of the Services at those premises/aircraft;

(f) Maintain internet connectivity subscription necessary for the access to and the use of the Services. For the avoidance of doubt, the fees outlined in the Proposal do not include charges related to usage of satellite airtime or any other internet connectivity required to receive the Service.

(g) Be fully responsible for all content accessed and to ensure that the

Service is used and the content is accessed for a lawful purpose and does not result in any criminal offence being committed in a relevant jurisdiction.

(h) Fully ensure that all Buyer's equipment is in good working order and suitable for the purposes for which it is used in relation to the Services and conforms to all relevant standards or requirements, including all applicable airborne certifications and approvals, where necessary. Minimum specifications and recommendations for Buyer's equipment and equipment configuration will be determined and are subject to change from time to time by Honeywell. Buyer's equipment means any equipment, systems, internet bandwidth, cabling or facilities used directly or indirectly in the supply of the Service. For the avoidance of doubt the fees outlined in the Proposal are not refundable and will continue to apply in circumstances where Buyer's equipment is in need of repair or replacement thus preventing the provision of the Services via Internet connectivity.

(i) Rightfully obtain and maintain all necessary licenses and consents and comply with all relevant legislation in relation to the installation, configuration and use of the Buyer's equipment, in all cases before the date on which the Services are to be provided.

(j) Fully comply with all third party licenses and consents, terms and conditions of use in any third party contracts for the use of the Buyer's equipment and for any hardware or software provided.

(k) Confirm that the Service is solely for Buyer's personal, lawful, non-commercial use in connection with content accessed that Buyer is lawfully entitled to view.

(viii) FalconConnect Filter

Honeywell will provide its FalconConnect Filter service on request to Buyer, who would like to lower their usage of SwiftBB IP-traffic service by blocking the use of specified internet applications or web-sites.

FalconConnect Filter is a service provided to existing Buyers of Honeywell who already use SwiftBroadband (SwiftBB) Background IP data service via Honeywell ground internet infrastructure.

The Service is based on inspection of the IP-packet content followed by an application of pre-defined sets of filters detailed in this Service Activation Form.

(ix) Conditions of FalconConnect Filter

Regardless of the use of FalconConnect Filter and contrary to any interpretation of the Service function and purpose, it is understood that the Buyer remains fully responsible for (a) accessing all content that the Buyer was able to access by using Honeywell data services, (b) purpose of use, (c) intent of use or (d) any other action that the Buyer was able to perform or tried to perform by using IP data service provided by Honeywell to Buyer's aircraft.

2. Network Service

(i) The Service provided is subject to the availability of capacity on a satellite network, and visibility of the satellite constellation. The Service may be temporarily unavailable or limited due to (a) capacity limitations or emergency preemption as required by the satellite network's Federal Communications Commission; (b) modifications, upgrades, repairs; and (c) activities of the network operators as necessary for the proper or improved operation of the Service. For the Buyer provided antenna or antenna subsystem, the Buyer acknowledges and agrees that Honeywell is not responsible for any Service interruptions caused by the constellation as a whole, individual satellites, spot beams, or visibility of any individual satellite.

(ii) HONEYWELL DOES NOT PROVIDE EMERGENCY PUBLIC SAFETY CONNECTIONS OR MISSION CRITICAL MESSAGING THROUGH THE SERVICE. THESE SERVICES, IN PART AND ENTIRELY, ARE NOT CERTIFIED FOR

SAFETY OF LIFE AND PROPERTY. Further, these Services are not subject to the provisions of International Civil Aviation Organization safety services for which communications may be independently certified.

(iii) Service is provided subject to Buyer's compliance with all licensing requirements of the jurisdiction in which the Equipment is installed.

(iv) The Service may from time to time undergo routine tests and adjustments as necessary for maintenance, modifications, improvements or changes. Buyer acknowledges that such activity may result in a temporary interruption of Service. In most cases the dual redundant nature of the architecture will allow access to Data on an alternate server. In cases where Service will be interrupted entirely, Honeywell will make commercially reasonable efforts to alert the upcoming maintenance window in advance, and to select low traffic times.

3. Termination or Cancellation of Service.

In the event Services are canceled (by either Party), Buyer agrees to notify Honeywell of its new services provider. Buyer further agrees it is solely responsible, and will pay pursuant to the payment terms set forth herein, for any airborne transmissions charges invoiced to Honeywell by its datalink services suppliers after Buyer's cancellation of Services. In case of termination/cancellation where aircraft ownership is retained by Buyer, Buyer shall continue to be responsible for payment to Honeywell for any charges incurred or invoiced pursuant to the terms set forth herein.

4. Pricing.

In addition to the "Pricing, Payment and Invoicing" section of the MSA, the following terms and conditions are also applicable:

(i) Buyer is responsible for any airborne k transmissions charges invoiced to Honeywell by its services suppliers resulting from Buyer's failure to appoint and maintain a current services provider.

(ii) ANY CHARGES CAUSED BY UNINTENDED TRAFFIC/DATA CONNECTIONS, WILL BE THE RESPONSIBILITY OF THE BUYER EVEN IF THE BUYER WAS NOT THE USER AND/OR DID NOT AUTHORIZE IT.

5. Available Remedies.

HONEYWELL'S SOLE OBLIGATION AND BUYER'S EXCLUSIVE REMEDY UNDER THIS SERVICE ADDENDUM IS LIMITED TO, IN HONEYWELL'S ELECTION AND IN ITS SOLE DISCRETION, EITHER (1) PROVISION OF ADDITIONAL SERVICES BY HONEYWELL IN AN AMOUNT EQUAL TO THE AMOUNT CHARGED BY HONEYWELL TO BUYER FOR THE SINGLE MONTH IN WHICH SERVICES WERE PROVIDED CONTAINING MATERIAL ERROR IN INFORMATION SUPPLIED BY HONEYWELL OR (2) REFUND BY HONEYWELL TO BUYER OF FEES EQUAL TO THE AMOUNT CHARGED BY HONEYWELL TO BUYER FOR THE SINGLE MONTH IN WHICH SERVICES WERE PROVIDED CONTAINING MATERIAL ERROR IN INFORMATION SUPPLIED BY HONEYWELL. Buyer must notify Honeywell in writing of any such material error in any of the services provided pursuant to this Service Addendum within ten calendar (10) days after Buyer's discovery. Any action pertaining to this Service Addendum must be brought within one (1) year of the occurrence of the event on which it is based. Buyer's rights to these remedies are conditioned upon the software or accompanying diskette or compact disc not being exposed or subjected to any of the following:

a. Any maintenance, installation, operation or use which is improper

- or otherwise not in compliance with Honeywell's instruction;
- b. Any alteration or modification by anyone other than Honeywell or those specifically authorized by Honeywell;
- c. Any accident, contamination, foreign object damage, abuse, neglect or negligence after delivery to Buyer; or
- d. Any damage precipitated by failure of a service not supplied by Honeywell.

Honeywell's obligations under this Service Addendum are conditioned on Buyer's obligation to maintain records which will accurately reflect the nature of any unsatisfactory condition of the Services. Honeywell, at its request, shall be given access to such records for substantiating claims for evaluation and modification of the Services.

THIS REMEDY IS EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES.

6. Required Vendor Provisions

Honeywell Services Acceptable Use Policy ("AUP").

(i) Buyer Responsibilities. Buyer is responsible for ensuring and maintaining the security of satcom systems, including all equipment that connect to and use the Services. Buyer remains solely and fully responsible for the content and any material posted, hosted, downloaded/uploaded, created, accessed or transmitted using the Services and agrees not to use the Service(s), or any equipment, or allow others to use the Service(s) or equipment, to do any of the following:

- (a) undertake any unlawful, fraudulent, or criminal purpose;
- (b) post, store, send, transmit, or disseminate any information or material which infringes or violates someone else's rights or otherwise violates the law;
- (c) interfere with, gain unauthorized access to (including circumventing the user authentication or security of) Honeywell's, its suppliers or any other person's server, host, account, network, network access, computer or computer system or control device, software, or data without his/her consent to do any of the foregoing;
- (iv) use or distribute tools designed or used for compromising security;
- (d) engage in unauthorized port scanning;
- (e) interfere with the ability of any other person to use or enjoy the Services, or engage in activities designed to degrade, or have the effect of degrading, service to Honeywell's customers or any other users of the networks of Honeywell's suppliers;
- (f) transmit unsolicited bulk or commercial messages or "spam;"
- (g) upload, post, publish, transmit, reproduce, create derivative works of, distribute, or engage in any activity that infringes upon, or assists others in infringing upon, the intellectual property rights (including without limitation rights granted by US copyright law) of any person or entity, including Honeywell and its suppliers;
- (h) participate in the collection of personal information, responses from unsolicited messages or other identifiers of others (without their prior consent);
- (i) impersonate any person or entity, engage in sender address falsification, forge anyone else's digital or manual signature, falsify, alter or remove any packet or message header (or any part thereof), including references to Honeywell or any Honeywell's supplier network in the header, list a Honeywell or a Honeywell's supplier IP address in any unsolicited bulk email message, or perform any other similar fraudulent activity;
- (j) connect the satcom equipment to any computer or network device outside of the aircraft;
- (k) violate the rules, regulations, or policies applicable to any network, server, computer database, or website that you access;
- (l) damage the name or reputation of Honeywell, its affiliates, subsidiaries, suppliers or customers;

(m) use any name or mark of Honeywell, its affiliates, subsidiaries or suppliers in any manner not expressly authorized in writing by Honeywell;

(n) operate a call-center service, telemarketing-center service, or other similar service using Services;

(o) make mechanized voice calls, including, but not limited to, extensive call forwarding, use of auto-dialers, use of fax machines for fax blasting or fax broadcasting, or use of voice programs for voice blasting; or

(p) engage in any action that circumvents or thwarts Honeywell's or Honeywell's supplier enforcement of its network management practices; or

(q) access or transmit any information that is or may be subject to export controls imposed by the Government of the United States of America or any other regulatory body without having a prior approval, as required, by the Government of the United States of America or other relevant regulatory body.

(ii) Intellectual Property Rights. Honeywell is committed to complying with Intellectual Property copyright and related laws, and requires all users of the Service to comply with these laws.

In accordance with the Digital Millennium Copyright Act of 1998 (the "DMCA") and other applicable laws, it is Honeywell's policy to reserve the right to terminate the provision of Services to any Honeywell customer who infringes upon the intellectual property rights of another, including repeat infringers, or who Honeywell believes, in its sole discretion, is infringing upon such rights. Under the DMCA, anyone who knowingly makes misrepresentations regarding alleged copyright infringement may be liable to Honeywell, the alleged infringer, and the affected copyright owner for any damages incurred in connection with the removal, blocking, or replacement of allegedly infringing material.

Copyright owners may report alleged infringements of their works that are accessed through the Service by providing Honeywell a notification of claimed infringement that satisfies the requirements of the DMCA. Upon Honeywell's receipt of a satisfactory notice of claimed infringement, Honeywell shall notify the user associated with the alleged infringement. If the affected customer or user believes in good faith that the allegedly infringing works have been removed or blocked by mistake or misidentification, then that person may send a counter-notification to Honeywell within the timeframe directed by Honeywell in the notification. Upon Honeywell's receipt of a counter-notification that satisfies the requirements of DMCA, Honeywell will provide a copy of the counter-notification to the claimant of the alleged infringement and will follow the DMCA's procedures with respect to a counter-notification.

In all events, Honeywell and its suppliers will not be a party to any dispute or lawsuit regarding alleged copyright, or export control infringement, or any other claims concerned with or raising from use of Services by Buyer. The Buyer shall indemnify and hold harmless Honeywell and its suppliers of any and all claim(s) from any and all third parties relating to any illegal and/or unethical use of Services.

(iii) AUP Enforcement and Notice. Although Honeywell has no obligation to monitor the Services and/or its network, Honeywell and its authorized Resellers and/or suppliers reserve the right at any time and from time to time to monitor bandwidth, usage, transmissions, and content in order to operate the Services, identify violations of any provision of the AUP, or protect the Honeywell network and Services, or the rights of Honeywell's suppliers.

If the Services are used in a way that Honeywell, in its sole discretion, believes it violates provisions of the AUP, Honeywell may take any responsive actions it deems appropriate, including a warning, suspension or termination of the Services; or refusing to transmit or post, or removing or blocking, any information or materials, in whole or in

part. Neither Honeywell nor its affiliates, subsidiaries, suppliers, officers, directors, employees or agents will have any liability for any of these responsive actions. These actions are not Honeywell's exclusive remedies and Honeywell may take any other legal or technical action it deems appropriate.

When feasible, Honeywell may provide Buyer with a notice of AUP violation via e-mail or otherwise allowing Buyer to promptly correct such violation. Honeywell reserves the right, however, to act immediately and without notice to suspend or terminate affected Services in response to a court order or government notice that certain conduct must be stopped or when Honeywell reasonably determines, that the conduct may: (a) expose Honeywell or its suppliers to sanctions, prosecution, civil action or any other liability, (b) cause harm to or interfere with the integrity or normal operations of Honeywell's network or any networks with which Honeywell's network is interconnected, (c) interfere with another user's use of the Services or a public or private network (d) violate any applicable law, rule or regulation, or (e) otherwise present an imminent risk of harm to Honeywell, its supplier or customer.

The failure of Honeywell to enforce this AUP, for whatever reason, shall not be construed as a waiver of any right to do so at any time. Buyer agrees that if any portion of this policy is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect.

The provisions of this AUP are not meant to be exhaustive. Generally, any conduct that violates laws, regulations, or the accepted norms and ethics of the Internet community or the community at large, whether or not expressly mentioned in this AUP, is prohibited.

Honeywell does not endorse or in any way vouch for any content on or made available through the Service. Any content on or made available through the Service does not constitute or reflect the views or approval of Honeywell or any of its directors, officers, employees, subsidiaries, affiliates or suppliers.

Upon termination of the Service(s), Honeywell is authorized, without obligation, to delete any files, programs, data and e-mail messages associated with Buyer's accounts.

(iv) Internet Provisions. Buyer acknowledges that content on or made available through the Service might consist of, include and/or provide access to images, sound, messages, text, services or other content and material that may be unsuitable for minors and that may be objectionable to many adults. Buyer acknowledges and agrees that Honeywell is not responsible for any such content or material and that access to same through use of the Service is at the Buyer's sole risk. The reliability, availability, legality, performance and other aspects of resources accessed through the Service are beyond Honeywell's reasonable control. Buyer acknowledges that safeguards relative to copyright, ownership, appropriateness, reliability, legality and integrity of content may be entirely lacking with respect to the Internet and content accessible through it.

Buyer agrees that use of the Service is at the Buyer's sole risk. Service is provided using a public internet connection using various transmission technologies, such as satellite, 3G/4G, Wi-Fi and others as Honeywell may make available in future, and the Buyer should take all precautions for the security of the Buyer's device and information. Because of the number of possible sources of information available through the Service, uncertainties of electronic distribution and transmission technologies, there may be interruptions, delays, omissions, inaccuracies, or other problems with such information or the Service. If Buyer rely on the Service or any material available through the Service, Buyer does so at his/her own risk. Buyer understands that the Buyer is solely responsible for any damage caused by use of the Service, including without limitation, damage to computer systems, loss of data, or other harm that results from any material and/or data downloaded from, transmitted by, or otherwise provided through or in connection with the use of the Service.

1. **Introduction:** Along with the terms and conditions of the MSA and Addendum H to which these FalconConnect Services Level Terms and Conditions (“Service Addendum”) are an appendix, the Buyer and Honeywell agree, to the following provisions governing Buyer’s use of FalconConnect Services (“Services”) as specified in Buyer’s Services Application form, or Honeywell’s proposal to Buyer (“Proposal”), as applicable and incorporated herein by reference. Capitalized terms used, but not defined herein, shall have the meaning given them in the MSA or Addendum H.
2. **General Characteristics of the Service:** The Service is specified at an elevation towards the Satellite of 10 degrees and above. Global service beams or “main mission” beams are used for data communications with aircraft. There are a maximum of 89 spot beams per satellite. Honeywell’s satellite provider shall manage the allocation of satellite capacity to the spot beams to ensure bandwidth capacity is optimal. Honeywell will provide Buyer with updates on any changes to the coverage. The Service Level Agreement (SLA) provides further details of the terms and conditions upon which the Service are provided.
3. **Variation and Withdrawal of a Service:** Honeywell may at any time vary the specification of the Services provided that such variation applies, wherever practical, in a non-discriminatory manner. Honeywell shall notify Buyer in writing of any intended variation to the Services as soon as reasonably practicable and, in any event, no less than twenty-five (25) days prior to the date on which Honeywell intends to implement such variation, except in the case of an operational emergency, in which case Honeywell may make such variation without notice to Buyer. Following an operational emergency, Honeywell shall provide notice of any variation to Buyer as soon as is reasonably practicable. Honeywell has the right to withdraw the Services, provided always that Honeywell shall, other than in the case of an operational emergency or for the purpose of necessary commercial spectrum management, provide no less than twelve (12) months prior written notice to Buyer.
4. **Subscription Service Plan (SSP):** Subscription Service Plans are pre-engineered, non-customizable service plans characterized by Uplink and Downlink Committed Information Rate (CIR), Maximum Information Rate (MIR) and a monthly fixed Volume Data Allowance for a given aircraft, and which may be upgraded or downgraded by the Buyer, as indicated below. The monthly fixed Volume Data Allowance is the total volume of data provided with each SSP (i.e., it includes data transmitted in the Downlink and in the Uplink directions).

5. JetConneX Subscription Service Plans

| Plan | Monthly Volume Data Allowance (GB) | Downlink CIR (Mbps) | Downlink MIR (Mbps) | Uplink CIR (Mbps) | Uplink MIR (Mbps) |
|------|--|---------------------------|---------------------------|-------------------------|-------------------------|
| FC10 | 10 | 1.0 | 3.0 | 0.25 | 0.45 |
| FC25 | 25 | 1.5 | 4.5 | 0.4 | 0.7 |
| FC50 | 50 | 2.0 | 6.1 | 0.5 | 0.9 |
| FC75 | 75 | 6.0 | 15.0 | 0.8 | 1.0 |

Table 1 – JetConneX Plans For Ka Radomes

| Plan | Monthly Volume Data Allowance (GB) | Downlink CIR (Mbps) | Downlink MIR (Mbps) | Uplink CIR (Mbps) | Uplink MIR (Mbps) |
|------|--|---------------------------|---------------------------|-------------------------|-------------------------|
| FC25 | 25 | N/A | 3.3 | N/A | 0.35 |
| FC50 | 50 | N/A | 4.2 | N/A | 0.45 |
| FC75 | 75 | N/a | 11.0 | N/A | 0.5 |

Table
2 –

JetConneX Plans For non-Ka Radomes

- 6. CIR and MIR:** CIR and MIR are defined for both downlink and uplink directions. When any form of compression is used whether provided by Honeywell, the compressed data is counted against the IP Data Rate, which results in a higher user data rate. The TCP acceleration overhead (i.e. local acknowledgements not transmitted over the air) is not counted against the IP Data Rate. CIR/MIR apply to over-the-air exchanged data. CIR is the committed rate that Honeywell will guarantee under normal circumstances as defined below. MIR is a best-effort rate that is not guaranteed. It will be served only if bandwidth remains available after serving all CIRs. The CIR and MIR measurements (demand and allocation), reported on Honeywell's GX Service Buyer portal, are average values measured over five (5) minute periods.
- 7. Volume Data Allowance:** To enable Buyer to manage variations in data consumption patterns of individual SSPs, Buyer is allowed to manage the Volume Data Allowance provided with each SSP, in accordance with the provisions set out below.
- 7.1 Allowance Under Usage:** When a SSP's Volume Data Allowance is not consumed in full in any given month, a SSP is allowed to carry forward a maximum amount of data each month, as set out in Table 2 below:

Table 3

| Plan | Maximum Monthly Carry Forward Amount (GB) |
|------|--|
| JX1 | 15 |
| JX2 | 17.5 |
| JX3 | 20 |
| JX4 | 22.5 |
| JX5 | 47.5 |

- 7.2 Allowance over Usage:** When a SSP's Volume Data Allowance is consumed in full before the end of the month, the customer will be charged \$1.60 per MB for all data consumed in excess of the Volume Data Allowance for the plan selected.
- 8. Blockages:** Radiation from the satellite antenna will be blocked by the airframe in certain directions, dependent on the aircraft type and the location of the antenna on the airframe. The satellite terminal will mute the transmitter when

airframe scattering leads to non-compliant radiation. The satellite terminal will store the blockage map for the aircraft, and the transmitter will be muted when it is nearing a blockage condition. Any such event leading to a transmitter mute condition will result in a service outage. Once the satellite terminal comes out of blockage, it may take several seconds before the satellite terminal resumes transmission.

9. Regulatory Restrictions

9.1 Authorization: There may be countries where no authorization for GX Services will be in force. The Service may be available when the airplane is flying above those countries.

9.2 Altitude: Certain jurisdictions impose restrictions on satellite terminals not to transmit below a certain altitude. Honeywell will provide this information to Buyer and Buyer shall ensure that it complies with such restrictions.

10. Minimum Duration Period: Upon Subscription Activation, Buyer agrees to maintain the SSP active for a minimum duration period of twelve (12) consecutive months. When a Subscription Deactivation has taken place for operational reasons, including but not limited to aircraft maintenance, repairs, aircraft authority ordered grounding, etc., for a period not exceeding four (4) months in aggregate, the period of deactivation shall not count towards the minimum duration period of twelve (12) months. When an active SSP has been suspended, other than by reason of Subscription Deactivation, the period of suspension shall count towards the minimum duration period of twelve (12) months. All SSPs will have a minimum duration period as specified above. When there is a Subscription Termination before the end of this minimum duration period, any outstanding Subscriptions will become due, unless the SSP is being upgraded or downgraded, or a three (3) month written Subscription Cancellation or Subscription Termination notice has been received by Honeywell as described above. The Buyer will be charged for three (3) months for Subscription Cancellation or Termination plus the months of service previously provided.

11. Start of Charging: Honeywell will identify the day of subscription activation of the Service for charging purposes. When the day of subscription activation is not the 1st day of the calendar month, the monthly subscription charge shall be adjusted for the initial month on a pro-rata basis. Thereafter, the subscription charge will be applied for a full calendar month.

12. Service Plan Management

12.1 A single aircraft can only have one active SSP at any one time.

12.2 When a SSP is deactivated during the minimum duration period, Buyer may request an extension to the maximum deactivation period of four (4) months, such extension not to exceed a further two (2) months. Such request shall be considered by Honeywell on a case by case basis.

12.3 Should Buyer want to cancel a SSP during the minimum duration period as a result of the aircraft being decommissioned, scheduled to be taken out of service or being sold by the end user, Buyer shall give Honeywell three (3) months written notice. A SSP shall not be cancelled or suspended during the subscription deactivation period. After the (3) month notice period, further payment obligations of the affected SSP are cancelled.

12.4 At any time during the minimum duration period, Buyer can upgrade an existing SSP to another SSP or downgrade from an existing SSP to another SSP in accordance with Table 1 above, unless the existing SSP has been deactivated, cancelled or suspended.

12.5 When Buyer upgrades a SSP at any time other than the 1st day of the calendar month, the Subscription Volume Allowance shall be available to that Subscription in full, i.e., Honeywell shall not pro-rate the Volume Allowance of the SSP.

12.6 When a SSP is upgraded, said SSP shall not be downgraded for a period of four (4) months following the date of the upgrade. A SSP shall not be downgraded more than twice in any calendar year.

13. Scope of Applicable Network: This network availability service level only applies to the network elements under Honeywell's and Inmarsat's responsibility, i.e. the Satellites, SASs and data communication network up to Honeywell's

equipment at the meet-me-points. The network availability service level does not apply to the network availability throughout the internet. The network availability service level shall not apply in any of the exception situations set out in 13.2 Exceptions below.

- 13.1 **Network Availability Calculation:** For Services provided on a Global Coverage basis, the network availability will be measured on a Global Coverage basis. For Services provided on a Regional Coverage basis, the network availability will be measured on a Regional Coverage basis. As a minimum, Regional Coverage includes a single Ocean Region. For Services provided on a Regional Coverage basis the network shall be deemed to be available if any active Subscriber is able to connect in a beam and pass data traffic via any of the SASs or Satellites.

Network Availability Calculation

X = Total Number of Minutes of Network Outage

Y = Total Number of Active Beams in relevant coverage (i.e. Global Coverage or Regional Coverage).

Z = Total of Number of Active Beams affected by Network Outage

N = Number of Satellites in the relevant coverage

Minutes of Outage are calculated according to the following expression:

$$\text{Total Number of Prorated Minutes of Network Outage} = X * [(Z/Y)]/N$$

Network availability will be calculated from the total Outage, in minutes, in each calendar month divided by the total number of minutes in that month, as recorded at Honeywell's Network Operations Center, according to the following expression:

$$\text{Network Availability} = \left(1 - \frac{\text{Total Prorated minutes of Network Outage in Month}}{\text{Total Minutes in Month}} \right) * 100\%$$

Network Target Availability

| | <i>Target Availability</i> |
|--------------------------|----------------------------|
| <i>Global Coverage</i> | 99.5% |
| <i>Regional Coverage</i> | 99% |

- 13.2 **Exceptions:** The network availability service levels set out above shall not apply in any of the following situations:

- The Service is operated when the aircraft is below 10,000 feet above sea level;
- Buyer furnished equipment failure (including cabin network infrastructure);
- Any planned maintenance event;
- Any act or omission of Buyer resulting in an adverse effect on the Service;
- Gaps in Global Coverage or Regional Coverage due to Satellite configuration;
- Misuse of any equipment involved in delivery of the Service;
- Any Force Majeure Event;
- Satellite sun outage or other astronomical disturbances;
- satellite terminal failure;
- PC equipment failure;
- Fault with an interconnect link from the point of interconnect to Buyer;
- Regulatory restrictions requiring an alteration or suspension in the provision of the Service;

- Availability of the internet beyond Honeywell's network edge;
- Temporary or permanent suspension or reduction of the Service in accordance with the terms set out above.
- satellite terminal deactivation;
- RF interference caused by external sources.

14. Service Credits: Service credits shall be the Buyer's sole compensation and remedy for Honeywell's failure to meet network availability and CIR availability targets. Service credits are in accordance with Tables 4, 5, and 6 below.

Table 4: Network Availability Service Credits – Global Coverage

| | SLA Global Coverage | | | | | |
|------------------------------------|---------------------|-------------------|--------|--------------------|--------|--------------------|
| | SLA Target | SLA degradation | | | | |
| | | Between | | Between | | Equal or less than |
| | 99.50% | 99.49% | 98.50% | 98.49% | 97.50% | 97.49% |
| Maximum number of Hours of Network | 3.6 | +3.6 | | +7.2 | | >+7.21 |
| Total (hours of Network) | 3.6 | 3.61 - 7.2 | | 7.21 - 14.4 | | =>14.41 |
| Credit Amount | 0% | 2% | | 4% | | 6% |

Table 5: Network Availability Service Credits – Regional Coverage

| | SLA Regional Coverage | | | | | |
|--|-----------------------|--------------------|--------|-------------------|--------|--------------------|
| | SLA Target | SLA degradation | | | | |
| | | Between | | Between | | Equal or less than |
| | 99.00% | 98.99% | 98.00% | 97.99% | 97.00% | 96.99% |
| Maximum number of Hours of Network Unavailability in a month | 7.2 | +3.6 | | +7.2 | | >+7.3 |
| Total (hours of Network Unavailability) | 7.2 | 7.21 - 10.8 | | 10.81 - 18 | | =>18.01 |
| Credit Amount | 0% | 2% | | 4% | | 6% |

15. CIR Availability: CIR availability targets and credits are set out in table 6 below.

Table 6: CIR Availability Service Credits

| | SLA – CIR Availability | | | |
|----------------------|------------------------|-----------------|-------|--------------------|
| | SLA Target | SLA degradation | | |
| | | Between | | Equal or less than |
| | 95.0% | 94.99% | 93.5% | 93.49% |
| Credit Amount | 0% | 2% | | 4% |

Credits for failure to meet CIR can only be calculated during network availability. The Buyer agrees that network unavailability and failure to meet CIR Availability targets are therefore mutually exclusive events which cannot occur simultaneously, and that during confirmed network unavailability, only credits for Network Availability will be due. No credits for CIR Availability will be due during a network availability outage.

The CIR Availability target , applies only when the Service is in use measured by reported terminal online time. If, for instance, a customer uses the Service for a total of 30 hours in a month, the CIR Availability target shall be 95% of 30 hours (28.5 hours in this example)

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HONEYWELL, or its authorized representatives, at least once per year, unless HONEYWELL can show reasonable cause for a more frequent occurrence, has the right during normal business hours during the life of this AGREEMENT and for three (3) years thereafter to visit you and have access to the inside and outside of your facilities and its employees for the purpose of inspecting, observing and evaluating: (a) your compliance with all provisions of this AGREEMENT; (b) any potential noncompliance with the provisions of this AGREEMENT; (c) possession, access and control of SOFTWARE and MATERIALS; (d) inventory, use and purchase of authorized components in connection with activities under the terms of this AGREEMENT; (e) books, records, people and reports to determine compliance with the terms of this AGREEMENT; and (f) observing the manner and method of operating under the terms of this AGREEMENT by

you. If any of your books, records, people and reports are located off of your premises, said books, records and reports will be made available to HONEYWELL or its authorized representatives within five (5) days of request.

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22. MISCELLANEOUS

Governing Law and Forum. This AGREEMENT shall be governed in all respects by the laws of the United States of America and the State of New York without regard to conflicts of law principles. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this AGREEMENT. All disputes arising under this AGREEMENT shall be brought exclusively in the state or federal courts in Phoenix, Arizona, as permitted by law. You consent to the personal jurisdiction of the above courts.

Injunctive Relief. It is understood and agreed that, notwithstanding any other provisions of this AGREEMENT, breach of the provisions of this AGREEMENT by you may cause HONEYWELL irreparable damage for which recovery of money damages would be inadequate and that HONEYWELL shall therefore be entitled to obtain timely injunctive relief to protect HONEYWELL's rights under this AGREEMENT in addition to any and all remedies available at law.

Purchase Order. Any purchase order implemented hereunder shall be subject to the terms and conditions of this AGREEMENT.

Notices. All notices to HONEYWELL shall be in writing and shall be directed to:

Honeywell International Inc.
1944 E. Sky Harbor Circle
Phoenix, AZ 85034, U.S.A

Attn: General Counsel

No Agency. Nothing contained herein shall be construed as creating any agency, employment relationship, partnership, principal-agent or other form of joint enterprise between the parties.

Personally Identifiable Information. HONEYWELL does not knowingly collect personally identifiable information from anyone younger than 13. If HONEYWELL is made aware that it has received personally identifiable information from someone younger than 13, it will use reasonable efforts to remove that information from its records.

Waiver. The failure of either party to enforce at any time any of the provisions of this AGREEMENT shall not be construed to be a continuing waiver of any provisions hereunder nor shall any such failure prejudice the right of such party to take any action in the future to enforce any provisions hereunder.

Severability. In the event that any provision of this AGREEMENT is determined to be illegal, invalid, or unenforceable, the legality, validity and enforceability of the remaining provisions of this AGREEMENT will not be affected and, in lieu of such illegal, invalid, or unenforceable provision, there will be added as part of this AGREEMENT one or more provisions as similar in terms as may be legal, valid and enforceable under applicable law.

Headings. The section headings appearing in this AGREEMENT are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or extent of such section or in any way affect this AGREEMENT.

Assignment. You may not delegate, assign or transfer this AGREEMENT, the license(s) granted or any of your rights or duties hereunder, including by way of merger (regardless of whether you are the surviving entity) or acquisition, and any attempt to do so, without HONEYWELL's express prior written consent shall be void. HONEYWELL may assign this AGREEMENT, and its rights and obligations hereunder, in its sole discretion. Any attempt to assign or delegate in violation of this clause will be void.

Entire Agreement. This AGREEMENT and all the policies referenced herein constitute the entire agreement between HONEYWELL and you concerning the subject matter hereof, and it may only be modified by a written amendment signed by an authorized representative of HONEYWELL.

This Agreement Last Updated: June 2018