

CABIN SERVICES

MASTER SERVICES AGREEMENT FOR HONEYWELL FLIGHT SUPPORT SERVICES (CABIN SERVICES)

THIS MASTER SERVICE AGREEMENT (“MSA”) is entered into by and between Honeywell International, Inc. (“Honeywell”) and the Buyer (“Buyer”), and is effective from Buyer’s acceptance of these terms and conditions (“Effective Date”). Honeywell and Buyer are sometimes referred to separately as a “Party,” and together as the “Parties.”

1. Definitions.

“Data” means Honeywell’s master library of aviation information.

“Equipment” 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, operating instructions and manuals. Equipment does not include handsets, antennas, docking stations, pagers, aircraft LRUs, or any equipment procured under a separate agreement or purchase order.

“Product” means Handsets, Pagers, LRUs and any products that require Services to be operational.

“Service(s)” means the data, information, communication or other subscription services requested from Honeywell by Buyer under this MSA.

“Service Application” means any required application or Buyer profile that is in addition to this MSA.

2. Applicability. Unless another written agreement between Buyer and Honeywell specifically provides otherwise, this MSA applies to all agreements entered into by the Parties on or after the Effective Date.

3. Complete Agreement. This MSA forms the entire agreement between the Parties with respect to the subject matter of the MSA and supersedes any prior representations or agreements, oral or written, and all other communications between the Parties relating to the subject matter of the MSA. Honeywell’s acceptance of an MSA entitles Buyer to Services according to the terms and conditions stated in this MSA, which terms and conditions govern the relationship between Honeywell and Buyer. Unless this MSA specifically provides otherwise, this MSA supersedes Honeywell’s standard terms and conditions of sale and any terms proposed by Buyer in any manner. No modification or addition to this MSA shall be effective unless agreed to in writing and signed by an authorized representative of Buyer and Honeywell.

4. Responsibilities of the Parties.

(i) Buyer may be assigned one or more system passwords. The Buyer is solely responsible for all charges incurred for each password and for maintaining password security. If a password becomes subject to being used without authorization, Buyer will not be liable for any cost or charge against such a password; provided, however, that Buyer provides Honeywell with immediate written notice of the unauthorized password use.

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

(iii) Buyer agrees to comply with the financial obligations stated in this MSA. If Buyer fails to fulfill these obligations, Honeywell reserves the right to deny Buyer access to a Service and/or terminate this MSA with ten (10) days notice to Buyer.

(iv) 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

5. Term & Termination, Renewal

The initial term of this MSA is one (1) year from the Effective Date. After the initial term, this MSA will automatically renew for successive extension terms of one (1) year unless either Party provides written notice of discontinuance to the other Party within ninety (90) days prior to the renewal date.

If this MSA is terminated, Buyer will be responsible for payment of all usage charges incurred for any Service up to the date of termination. Honeywell reserves the right to collect on any unpaid invoices and Buyer is obligated to pay the unpaid amount stated on the invoice. No refunds will be given for cancellations of prepaid services.

A Service may be immediately discontinued in the event Honeywell determines, in its sole judgment, there has been (a) any misuse (including the re-selling of services), illegal use or fraudulent use of any Service, Data or Equipment, or (b) if Honeywell determines, in its sole judgment, that the 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. Buyer will be responsible to and shall indemnify Honeywell for any charges, expenses or losses incurred as a result of misuse, illegal use or fraudulent use of such Service, Data or Equipment.

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7. Non-Disclosure of Proprietary Information

The Parties may have a need to share proprietary information during the term of this MSA.

“Proprietary Information” means any information, technical data or know-how in whatever form that is not generally known and is clearly identified as being confidential, proprietary or a trade secret.

Proprietary Information also includes information disclosed orally or visually if the disclosing Party: (i) identifies it as Proprietary Information before disclosure; (ii) reduces it to written summary form and marks it as being confidential, proprietary or trade secret; and (iii) transmits the written summary form to the receiving Party within (30) days after disclosure. For (30) days from disclosure, oral or visual information will be provided the same protections as provided Proprietary Information under this MSA.

The receiving Party will not use or disclose Proprietary Information except as permitted in this MSA for (10) years from the expiration or termination date of this MSA. Each Party will protect Proprietary Information using the same degree of care it uses to protect its own Proprietary Information, but in no event less than a reasonable degree of care. Neither Party will be liable for inadvertent disclosure or use, provided that upon discovery of any inadvertent disclosure or use, the receiving Party notifies the original disclosing Party promptly, and endeavors to prevent any further inadvertent disclosure or use.

The receiving Party has no duty to protect information that is: (a) developed by the receiving Party independently of the disclosing Party’s Proprietary Information; (b) obtained without restriction by the receiving Party from a third party who had a legal right to make the disclosure; (c) publicly available other than through the breach of this MSA by the receiving Party; (d) released without restriction by the disclosing Party to a third party; or (e) known to the receiving Party at the time of its disclosure, without an existing duty to protect the information.

The receiving Party may disclose Proprietary Information only to its employees and contract employees (collectively “employees”) having a “need-to-know” with respect to the intent of this MSA. Each Party must ensure that its employees are aware of this MSA and have signed an agreement making the employees subject to the Parties’ confidentiality obligations. The receiving Party may disclose the disclosing Party’s Proprietary Information to a third party with respect to the intent of this MSA if: (1) the disclosing Party authorizes it in writing; (2) the receiving Party under this MSA requires the third party recipient to enter into a proprietary information agreement containing terms and conditions no less

stringent than those imposed upon the receiving Party under this MSA; and (3) the receiving Party provides an executed copy of the proprietary information agreement to the disclosing Party within (15) days after its execution.

During the term of this MSA the receiving Party will use the Proprietary Information strictly in connection with the intent of this MSA and will not use Proprietary Information for any other purpose whatsoever. The receiving Party may make a limited number of copies of Proprietary Information as is necessary to complete the Purpose. All copies made will reproduce the restrictive legends on the original.

Except as authorized in this MSA, the receiving Party will not use or disclose the disclosing Party’s Proprietary Information, in whole or in part, for any purpose, including but not limited to: (A) manufacturing itself, or enabling the manufacture by any third party, of the disclosing Party’s services, products, products and services similar thereto, or products and services derived therefrom, without the prior express written consent of the disclosing Party; (B) decompiling, disassembling, decoding, reproducing, redesigning, reverse engineering any products or equipment of the disclosing Party or any part thereof; (C) performing any services, including services relating to the products or equipment of the disclosing Party; or (D) delivering under a contract, or making subject to, a “rights in data” clause or equivalent clause.

Nothing in this MSA grants or confers any rights on the part of any Party by license or otherwise, express or implied, to any invention, discovery, or to any patent covering the invention or discovery.

The receiving Party will promptly notify the disclosing Party if faced with legal action, or a request under U.S. or foreign government regulations, to disclose any of the disclosing Party’s Proprietary Information. If the disclosing Party requests, the receiving Party will cooperate in all reasonable respects to contest the disclosure, or obtain a protective order or other remedy. Except in connection with a failure to discharge the responsibilities set forth in the preceding sentence, neither Party will be liable in any way for any disclosures made under judicial action or U.S. or foreign government regulations.

Within (180) days after the termination of this MSA and upon written request of the disclosing Party, the receiving Party will return to the disclosing Party all of the disclosing Party’s Proprietary Information and all copies. If not returned, the receiving Party will destroy and provide a written confirmation of destruction to the disclosing Party.

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The terms and conditions of this “Non-Disclosure of Proprietary Information” section will survive expiration or any termination of this MSA.

For the purposes of this MSA, the terms, conditions, pricing schedules, and any other information regarding this MSA will be deemed to be proprietary and shall not be disclosed by either Party to any third party without prior written permission of both of the Parties.

8. License of Proprietary Data. All Equipment, Data and other information supplied by Honeywell for access to, operation of and/or in relation to any Services, including but not limited to Data and information contained on PCMC, USB Drives, CD ROM, SIM cards, DAT tapes, through electronic delivery, operating programs and supporting materials, is Honeywell or its supplier’s property. Honeywell grants to Buyer a nonexclusive, nontransferable, revocable license to use the Equipment, Data and other information only as set forth in this MSA. Buyer agrees to hold all Data in confidence for the duration of this MSA. Buyer agrees not to disclose or make available to any third party any of the Equipment, Data or other information pertaining to this MSA without first obtaining Honeywell’s prior written consent. Under no circumstances may Buyer or any other person acting by or through Buyer, copy, transmit or retain copies of Equipment, Data or other information received from Honeywell without Honeywell’s prior written consent. Buyer may not use Data or other information to create or procure elsewhere any Services that are the subject of this MSA. Honeywell may, in its sole discretion, grant an exception to these conditions, when requested in writing by Buyer. If Equipment or Data is lost or stolen, Buyer shall immediately notify Honeywell.

9. Software License. If Honeywell supplies software to Buyer under this MSA, the following provisions apply to the use of the software:

“Software” means machine-readable object and source code, including executable programs and firmware, and user documentation in written or electronic object code form.

“Licensed Software” means the object code format of all Software, including all related updates, changes or revisions, if any, purchased and provided pursuant to this MSA.

“Unlicensed Software” means Software that is not Licensed Software that may be included on the storage media containing Licensed Software, such as features or options that Buyer has not purchased.

“Provided Software” means Licensed Software and Unlicensed Software.

“Archival Copies” means copies of the Licensed Software in non-printed, machine-readable form, used solely for archival or backup purposes.

Subject to Buyer’s compliance with the terms and conditions of this MSA, Honeywell grants to Buyer and Buyer accepts a personal, non-transferable, non-exclusive license, without the right to sublicense, to use the Licensed Software solely for Buyer’s own internal purposes in accordance with the use as described in this MSA.

Honeywell and any of its service providers that provide software retain all right, title, and interest in and to the intellectual property rights in all Provided Software. Except for the license expressly granted here, no right, title, or interest in or to the Provided Software or to any copies is transferred to the Buyer.

Except as set forth below, Buyer may not without Honeywell’s prior express written consent (a) copy, modify, sublicense, loan, or transfer in any manner the Provided Software, or (b) create derivative or merged works of the Provided Software.

Buyer may transfer its license to use the Licensed Software to a third party only in conjunction with: (a) resale by the Buyer of any Honeywell Product on which the Licensed Software is installed and that Buyer is authorized to resell, or (b) sale by the Buyer of Buyer’s Product on which the Licensed Software is installed. Transfer by Buyer of the Licensed Software as authorized here must be under terms consistent with and no less stringent than the terms as set forth in this Section 9. Except as permitted under this MSA, Buyer may not delegate, assign, or transfer any licenses granted, or any of Buyer’s rights or duties under this Section 9, without Honeywell’s express prior written consent.

Buyer may make two Archival Copies of the Licensed Software (or the maximum number of copies allowed under applicable law). Honeywell and its service providers that provide software solely own all Archival Copies. Buyer will include all notices (e.g., copyright and trade secret) and serial numbers on the Archival Copies.

Buyer may not directly or indirectly make any effort to deconstruct the Provided Software, including (but not limited to) translating, decompiling, disassembling, reverse assembling, reverse engineering, or performing any other operation on the Provided Software to recover any portion of its contents. Buyer will take all reasonable actions necessary to prevent unauthorized access, disclosure, distribution, possession, alteration, reproduction, transfer, or use of the Provided Software, and will train its employees, agents, and other persons who are permitted access to the Provided Software to ensure compliance by Buyer with this Section 9.

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Buyer will not use or disclose the Provided Software except as expressly authorized under this MSA and must hold all Provided Software in strict confidence. Buyer will not allow its contractors or consultants to access or use the Provided Software without Honeywell's prior written consent. Buyer agrees to defend, indemnify and hold harmless Honeywell from all damages and third party claims, causes of action, or damage arising from the unauthorized use of the Provided Software.

Subject to Buyer's compliance with the terms and conditions of this MSA, if the Provided Software has been delivered to Buyer for demonstration or evaluation purposes, Buyer may use such Provided Software for a period of (90) days from the date the Provided Software is delivered to Buyer. After the (90) day period, Buyer agrees to either (a) cease using and return the Provided Software to Honeywell, or (b) pay the applicable license fee for Buyer's continued use of the Provided Software and abide by the provisions set forth in this Section 9.

The license granted under this MSA is effective on the first date Honeywell ships or installs any Provided Software, and continues until terminated as provided under this MSA. Honeywell may terminate this license immediately if Buyer defaults under the terms of this MSA. Upon termination of this license, Honeywell may repossess the Provided Software and all copies without further notice. Promptly upon termination of this license, Buyer must immediately cease all use of the Provided Software and return or destroy, as directed by Honeywell, all copies of the Provided Software. All clauses under this Section 9 which, by their nature, should survive the termination of this license, will survive the termination of this license.

Except as expressly granted under this Section 9, no license, right, including sublicensing rights, either expressly, implicitly, by estoppel, conduct of the Parties, or otherwise, is granted by Honeywell to Buyer.

10. Restrictions on Transfer and Use. Services, Data, Equipment and information received under this MSA, regardless of form, shall not be sold, leased, licensed, commercially exploited or otherwise transferred by Buyer except as expressly provided in this MSA. All charges and other amounts due for Services provided under this MSA, whether authorized or not, will be the responsibility of Buyer. Buyer agrees not to resell or re-bill any Services or Equipment to any other individual or entity without the prior written consent of Honeywell.

Buyer may only use Data, computer media, computer files, printouts or information content received under this MSA in the normal operation, support and maintenance of authorized equipment owned, leased, and/or operated by Buyer and may not use it for any

other purpose. Buyer may not sell, lend, lease, rent, transfer, or sublicense any Data to any third party except with the prior written consent of Honeywell. Buyer may provide Data to authorized aircraft service centers for updating onboard aircraft equipment. No title to the information and Data furnished by Honeywell, or to any copies or derivatives thereof, is transferred to Buyer. The existence of any copyright notice in connection with the information and Data furnished by Honeywell will not be construed as an admission or presumption that publication has occurred. Buyer will respect and will not remove or conceal any copyright, trademark, or other proprietary and confidential notices, which may appear on the Data and related documentation. Buyer shall not disassemble, reverse engineer or decompile any portion of any Data.

11. Sale or Transfer. In the event of sale or transfer of an aircraft or Product which utilizes Services, Buyer agrees to notify Honeywell of the transaction and is responsible for all charges incurred prior to such notification. Such transactions constitute a subscription cancellation by Buyer, thus Buyer's final termination must be in writing.

12. Service Charges. Service charges are set forth on the Cabin Services website. Honeywell may modify any of its charges on thirty (30) days prior written notice.

Buyer may request additional services from Honeywell (e.g., engineering or systems integration). These services will be provided under a separate quote and are subject to the availability of Honeywell personnel.

13. Payment and Invoicing. All amounts that Buyer owes Honeywell under this MSA are 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's charges are exclusive of taxes, duties and other governmental fees including but not limited to federal, state, municipal excise, sales or use taxes or import duties upon the sale and furnishing of the Services. All such present or future applicable taxes or duties on the sale of Services due hereunder shall be paid by the Buyer. Accordingly, Honeywell reserves the right to revise its price after the Effective Date of this MSA to include any and all taxes or duties that may become due hereunder and Honeywell may invoice Buyer for said additional amounts.

Buyer must notify Honeywell of a change in Buyer's billing address and contact information; failure to do

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so does not remove Buyer's obligation to pay for Services.

If Buyer chooses not to use the online payment method, then payment must be sent to the address identified on Honeywell's invoice.

All charges from Honeywell are in US Dollars and must be paid in US Dollars. Invoice terms are NET (30) days from receipt of an invoice unless otherwise specified. Honeywell reserves the right to modify or withdraw credit terms at any time without notice and to require guarantees, security or payment in advance of the amount of credit involved. 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 for default; (2) either suspend or discontinue the provision of Services under this MSA until delinquent payments are made; (3) provide Services under this MSA 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 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 inventory carrying charges; or (5) recover all costs 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.

14. 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 (90) days, either Party may terminate this MSA by providing written notice to the other Party and Buyer will pay Honeywell for products delivered and services performed prior to termination. 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.

15. Service Provider Liability. Buyer acknowledges that Honeywell may obtain elements of Services from service providers pursuant to contracts that may contain limitations or disclaimers of liability on behalf of the service suppliers, 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 the 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 of Honeywell's service providers.

16. Warranty / Disclaimer of Warranties. THE PARTIES AGREE THAT THE SERVICES AND DATA ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND; THAT THEY CONTAIN INFORMATION FURNISHED BY OTHERS WHO ARE NOT UNDER THE CONTROL OF HONEYWELL; AND THAT THEY ARE ACCORDINGLY FURNISHED WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.

NEITHER HONEYWELL NOR ITS SERVICE PROVIDERS ASSUME ANY RESPONSIBILITY FOR THE ACCURACY, COMPLETENESS, SUITABILITY OR TIMELINESS OF ANY AND ALL AIR-GROUND/GROUND-AIR/AIR-AIR/GROUND-GROUND COMMUNICATIONS OR CONTENT FROM WHATEVER SOURCE. RESPONSIBILITY FOR USING AND RELYING UPON THESE COMMUNICATIONS LIES EXCLUSIVELY WITH THE BUYER.

17. Available Remedies. IN THE EVENT THAT INFORMATION FURNISHED BY THE BUYER HEREUNDER IS LOST, DESTROYED OR DAMAGED DUE TO THE NEGLIGENCE OF

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HONEYWELL OR HONEYWELL'S SERVICE PROVIDER, THE BUYER'S SOLE REMEDY WILL BE THE REPAIR OR REPLACEMENT BY HONEYWELL OF SUCH LOST, DESTROYED OR DAMAGED INFORMATION; PROVIDED, HOWEVER, THAT SUCH REPAIR OR RESTORATION CAN REASONABLY BE PERFORMED BY HONEYWELL AND BUYER FURNISHES HONEYWELL WITH ALL SOURCE DATA, IN MACHINE READABLE FORM, THAT IS NECESSARY FOR SUCH REPAIR OR RESTORATION.

EXCEPT WHERE SPECIFIED TO THE CONTRARY, THE EXPRESS REMEDIES PROVIDED IN THIS MSA 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 PRODUCTS AND SERVICES DURING THE PREVIOUS (12) MONTHS.

EXCEPT AS PROVIDED OTHERWISE IN THIS MSA, HONEYWELL AND ITS SERVICE PROVIDERS SHALL NOT BE SUBJECT TO DIRECT OR INDIRECT LIABILITY FOR ANY DAMAGES THAT THE BUYER MAY SUFFER AS A RESULT OF ANY FAILURE OR DELAY BY HONEYWELL OR ITS SERVICE PROVIDERS IN RENDERING A SERVICE.

18. 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 IS LIMITED TO THE CONTRACT PRICE FOR THE SPECIFIC PRODUCT OR 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.

19. General 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 or Equipment 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 by Buyer, its successors or assigns of the Services or Equipment provided under this MSA or any Service Agreement. 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) 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).

20. 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

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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 with respect to: (a) data provided to Honeywell by Buyer; (b) Data used other than for its ordinary purpose; (c) claims of infringement resulting from combining any Data furnished hereunder with anything not furnished by Honeywell; (d) any modification of the Data other than a modification by Honeywell; or (e) any claim for infringing Services, Products or Equipment delivered under this MSA to the extent such claim is not based on infringing 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 suit against Honeywell based upon a claim of infringement resulting from (a), (b), (c), or (d) of the preceding paragraph.

Because Honeywell has exclusive control of resolving infringement claims hereunder, 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) accept 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.

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.

21. Title and Risk of Loss. Buyer assumes all risk of loss and damage to Equipment supplied as part of this

MSA, including any loss or damage resulting from mishandling or abuse, while such Equipment is in Buyer's possession or in transit if returned to Honeywell.

22. 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 or Equipment previously delivered except as may be provided herein.

23. 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, Products, Services, Equipment, transfers or technical data as a result of government actions that impact Honeywell's ability to perform, including:

- (1) The government's failure to provide, or the government's cancellation of, export or re-export licenses;
- (2) 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
- (3) 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.

24. Waiver/Modification. The failure of either Party to enforce at any time any of the provisions of this MSA shall not be construed to be a continuing waiver of any provisions of this MSA, 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. No modification or addition to this MSA shall be effective unless agreed to in writing and signed by authorized representatives of Buyer and Honeywell.

25. Governing Law. This MSA will be governed by the laws of the state of New York, U.S.A., without

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regard to conflicts of law principles. Honeywell and Buyer expressly agree to exclude this MSA 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.

26. Language. These MSA terms and conditions, and all documentation and communications required hereunder, will be in the English language.

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

28. Dispute Resolutions. Any dispute arising out of or relating to this MSA, 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, 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 Section 25, 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.

29. Assignment. Neither Party will assign any rights or obligations under this MSA without the advance

written consent of the other Party, which consent will not be unreasonably withheld. Either Party may assign this MSA in connection with the sale or transfer of all or substantially all of the assets of the business to which it pertains. Any attempt to assign or delegate in violation of this clause will be void.

30. Survival. All provisions of this MSA, which by their nature should apply beyond the term of this MSA, will remain in force after the expiration or any termination of this MSA.

31. 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. This MSA
2. Any Service Application
3. Any attachments to this MSA.

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

33. Notices.

All notices between the Parties that relate to the performance or administration of this MSA 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:

To Seller: Honeywell International Inc.
Aerospace- Business Innovation Center
Flight Support Services/Cabin Services
21111 North 19th Ave
Phoenix, AZ 85027
Name: *[Insert Name of Contact Person]*
Mailstop: *[Insert Mailstop]*
Telephone: *[Insert Telephone Number]*

For legal notices related to this agreement send an additional copy to:

Honeywell International Inc.
Aerospace- Business Innovation Center

21111 North 19th Ave
Phoenix, AZ 85027
Attn: General Counsel

Notices will be deemed received when delivered either:

- a. Two calendar days after mailing by certified mail, return receipt requested and postage prepaid; or
- b. One business day after deposit for next day delivery with a commercial overnight carrier

CABIN SERVICES

- provided the carrier obtains a written verification of receipt from the receiving Party; or
- c. The same day if presented in person, by facsimile or electronic mail.

35. Entire Agreement. This MSA 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. This MSA will not be varied except by an instrument in writing subsequently executed by an authorized representative of each Party.

Agreed to and accepted by authorized representative of Buyer:

Authorized Buyer Signature: _____

Title: _____

Printed Name of Authorized Officer/Agent: _____

Date: _____

Printed Name of Buyer/Company: _____

Accepted by authorized representative of Honeywell:

Authorized Signature: _____

Title: _____

Printed Name of Authorized Officer/Agent: _____

Date: _____