## Honeywell Aerospace Reliability System ("System") User Agreement



1. <u>SYSTEM ACCESS</u>. Honeywell grants to User and User hereby accepts access to the System, and a worldwide, non-transferable, revocable, non-exclusive, royalty-free use of the System for User's Own Internal Purposes. "Own Internal Purposes" shall mean the use of the System by the User, or its support contractors, solely within User's own organization, on its own premises or on premises authorized by the User, and solely for the benefit of User.

2. **PERFORMANCE DATA**. In consideration for the use of the System, and to support Honeywell's tracking of product reliability, User shall, upon request by Honeywell, provide to Honeywell data including but not limited to, airplane/platform flight hours, configuration, LRU removal history or summary, and shop repair data of User ("Performance Data") that is reasonably required by Honeywell to facilitate tracking of reliability and the proper operation of the System. User gives Honeywell the irrevocable right to retain, use, copy, modify, license, and disclose the Performance Data, related to Honeywell product, for any purpose except that Honeywell will not make the Performance Data publicly available in direct association with User's name. The data may be summarized and obscured as part of fleet reliability statistics and shared with aircraft manufacturers and other product operators per existing product support agreements or industry standard methods of reliability tracking. User's Performance Data will not be shared as individually identifiable as User's or shared in raw form except with User's consent or per written customer support agreements.

3. <u>CONFIDENTIALITY</u>. The System, and data obtained from the System, is highly confidential, proprietary and/or trade secret information of Honeywell and User shall not share or disclose System data obtained therefrom with any third party. Any data provided by Honeywell via the System to the User shall be subject to this Agreement. Honeywell is not obligated to provide or furnish access to the System or its derivatives to User under this Agreement. Except for those rights specifically granted in this Agreement, no rights in the System (including, but not limited to, the right to reverse compile or reverse assemble the Software in an attempt to ascertain its source code) are granted. The System software in source code form is the proprietary, confidential and/or trade secret information of Honeywell. In the event the source code becomes known to User in any manner, User shall preserve such source code in confidence, and shall not disclose such source code to any third party. At all times during the term of this Agreement, Honeywell retains ownership of the System and any data furnished via the System, including any copy originally provided by Honeywell and any copies made by User, which copies shall retain all proprietary, restrictive and/or copyright notices. User owns the media or storage devices on which such copies are embodied.

4. <u>AGREEMENT TERM & TERMINATION</u>. This Agreement will commence on the Effective Date and remain in full force and effect thereafter in perpetuity unless earlier terminated in accordance with this Article 4. Honeywell may terminate this Agreement at any time for any or no reason with thirty (30) days written notice. Upon termination, User will forfeit access to the System shall not attempt further access, and shall cease use of data derived from the System. Provisions of this Agreement that by their nature should continue in force beyond the completion or termination of this Agreement will remain in force.

5. <u>DISCLAIMER</u>. THE SYSTEM BEING PROVIDED "AS IS", "WITH ALL FAULTS". HONEYWELL MAKES NO PERFORMANCE GUARANTEES, OTHER GUARANTEES, REPRESENTATIONS, OR WARRANTIES, EITHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE SYSTEM OR ANY OTHER SERVICES COVERED BY OR FURNISHED PURSUANT TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY (i) OF MERCHANTABILITY, (ii) OF FITNESS FOR A PARTICULAR PURPOSE, (iii) ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGE OF TRADE, OR (iv) AGAINST INTELLECTUAL PROPERTY CLAIMS BY WAY OF INFRINGEMENT OR THE LIKE.

6. <u>LIMITATION OF LIABILITY</u>. IN NO EVENT WILL HONEYWELL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, STATUTORY, OR INDIRECT DAMAGES, LOSS OF PROFITS, REVENUES, OR USE, OR THE LOSS OR CORRUPTION OF DATA, EVEN IF INFORMED OF THE POSSIBILITY OF THESE DAMAGES AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE AGGREGATE LIABILITY OF HONEYWELL FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT IS LIMITED TO THE PRICE PAID FOR THE SPECIFIC PRODUCT OR SERVICE THAT GIVES RISE TO THE CLAIM, IF ANY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS WILL APPLY REGARDLESS OF WHETHER LIABILITY ARISES FROM BREACH OF CONTRACT, INDEMNITY, WARRANTY, TORT, OPERATION OF LAW, OR OTHERWISE.

7. <u>APPLICABLE LAW</u>. This Agreement will be governed by the laws of the State of New York, U.S.A. without regard to conflict of law principles. Application of the Uniform Computer Information Transactions Act and United Nations Convention on Contracts for the International Sale of Goods, 1980, and any successor law to either is specifically excluded. Customer will not bring a legal or equitable action more than one year after the cause of action arose unless a shorter period is provided by applicable law.

8. <u>**REPRESENTATION**</u>. User represents and warrants that he or she has the full right and authority to legally bind User and User's company to this fulfillment of all provisions hereof.