

## END USER LICENSE AGREEMENT: VERYON PUBLICATIONS

This End User License Agreement (“Agreement”) is between You and Aircraft Technical Publishers, Inc., d/b/a Veryon (“Veryon”) and governs Your access to and use of Veryon Licensed Services, including Your Use of any Content or Software. “You” or “Your” or “Customer” means the individual or legal entity licensing the Veryon Licensed Service(s) under this EULA. “Use” or “Using” means to (i) download, install, access, activate, or otherwise use the Content, or (ii) download, install, activate, access or otherwise use the Software. “Veryon Licensed Service(s)” means the products and services Veryon provides You for Your Use, subject to Your acceptance of and compliance with this EULA; a Veryon Licensed Service includes any Software or Content provided or made available in connection with, and any results and information generated by, such product or service. “Content” means technical information, manuals, and publications from certain third party information suppliers, including aircraft manufacturers, engine manufacturers, instrument manufacturers, other equipment manufacturers, the Federal Aviation Administration, other federal or state agencies, other international regulatory bodies, any other third party, and any other documentation, databases, information, updates, upgrades, information downloads, maintenance schedules, and related subscription materials made available by Veryon, including on or via the Veryon websites and any Documentation. “Software” means the Veryon computer programs, software, and applications (including Windows, iOS, and Android formats), and any updates made available to You by Veryon. “Documentation” means the Veryon user or technical manuals, training materials, specifications or other documentation applicable to the Software and made available to You by Veryon. “License Detail” means the license metric, duration, and quantity and other details relating to the Veryon Licensed Services in the Order Form.

This Agreement, any Veryon order estimate, subscription renewal, invoice, or other Veryon order form executed by You and accepted by Veryon (each, an “**Order Form**”), the terms and License Detail of any online order You place with Veryon, any specific product terms any other Veryon website, and Veryon privacy policy located at [www.veryon.com/eula\\_publications](http://www.veryon.com/eula_publications) (collectively, the “**EULA**”), govern Your Use of the Veryon Licensed Service(s).

### 1. ACCEPTANCE OF TERMS

By using a Veryon Licensed Service, including Using Software or Content, You agree to be bound by the terms of the EULA. If You are entering into this EULA on behalf of an entity, You represent that You have authority to bind that entity. If You do not have such authority or You do not agree to the terms of the EULA, neither You nor the entity may use the Veryon Licensed Service.

### 2. LICENSE

Subject to Your compliance with this EULA, including payment of applicable fees, Veryon grants You a limited, non-exclusive and non-transferable right and license to use the Veryon Licensed Service(s), including associated Content and Software and Documentation, solely for Your internal operations and in accordance with the License Detail and the Documentation. Veryon licenses You the right to Use only the Veryon Licensed Service(s), including only the specific Content and/or Software (as applicable) associated therewith, that You order via an Order Form. In the event that Veryon requires You to register as an end user, You represent, warrant, and covenant that the registration is complete and accurate.

If the Veryon Licensed Service is licensed for a specified term, Your license is valid solely for the applicable term in the License Details. Your right to use the particular Veryon Licensed Service begins on the date You enter into an agreement with Veryon with respect to the Veryon Licensed Service and continues until the end of the specified term, unless otherwise terminated in accordance with this Agreement.

In addition to the other requirements set forth in this EULA, Customer shall limit installation, access and use of the Veryon Licensed Service per: (i) concurrent user, (ii) named user, or (iii) named asset (such as an airframe or engine), as applicable, as specified via the Veryon Websites or Order Form, and as further described below, and in each case solely for Customer's lawful internal use (the "Licensed Use") for the period covered by Customer's subscription.

2.1 Concurrent User Access License (for Veryon Licensed Services). Veryon may, as it determines in its sole and exclusive discretion, provide concurrent user access to certain Veryon Licensed Services. Customer shall limit installation, access and use of the Veryon Licensed Service to no more than the number of authorized concurrent users as specified by Customer in writing via the Veryon Websites or Order Form and authorized by Veryon (the "Licensed Concurrent Users"). Customer may install the Veryon Licensed Service on a server, computer, or other compatible device up to the total number of Licensed Concurrent Users for the Veryon Licensed Service. In a network installation, Customer may install the Veryon Licensed Service on any number of computers or compatible devices, provided that Customer's access or use, whether through standalone, client, hosted or other compatible devices, must not exceed the Licensed Concurrent Users for any license.

2.2 Named User License (for Hosted Veryon Licensed Service). Veryon may, as it determines in its sole and exclusive discretion, provide individual named user license(s) for access to the hosted Veryon Licensed Service (e.g., Veryon Publications) solely by specific users authorized by name (the "Named User License"). The Named User License is solely for the use of Customer's particular named user specified via the Veryon Websites (the "Named Licensed User").

2.3 Named Asset License (for Maintenance and Compliance Tracking). Veryon may, as it determines in its sole and exclusive discretion, provide individual named asset license(s) for access to the Veryon Licensed Service (e.g., Veryon Aviation Hub® Compliance Management Application) by the specific asset name (e.g., registration number of an aircraft or name of the managed equipment) specified via the Veryon Website (the "Named Asset License"). The Named Asset License is solely for the use of the Customer's particular named asset.

2.4 Notice of Change. Customer agrees to promptly inform Veryon in writing at the contact information set forth below under 'Notices' of any changes, if and as applicable, to (i) the number of Named Licensed Users and names for the Named User License(s), (ii) the number of Licensed Concurrent Users, and (iii) the number of named assets for each Named Asset License. Customer agrees to pay any additional fees for increases in the number of Named Licensed Users or Licensed Concurrent Users or named assets.

2.5 System Updates. From time to time, Veryon may provide System Updates to the Software or other Veryon Licensed Service functionality. "System Updates" means all upgrades, updates, bug fixes, error corrections, enhancements and other modifications to the Software or Veryon Licensed Service functionality and features and backup copies thereof. Licensor does not assure and has no obligation to provide continued support or maintenance for any version of an Veryon Licensed Service that has been superseded by System Updates to the Veryon Licensed Service. You understand and agree that use of superseded Veryon Licensed Services is not recommended, is used at Your own risk, and is not subject to any support, service or other obligation of Veryon. Your use of System Updates is subject in all respects to the terms of this EULA.

2.6 Revision Updates (Content). Your initial subscription for a Veryon Licensed Service includes Content revision services during the license term. Certain Content revisions are mailed or provided online (as applicable) and provided in accordance with each product's revision calendar. Online services are updated automatically. Paper updates to the Veryon Licensed Service will be mailed to Customers based on the revision contract. Typically, revisions are mailed biweekly or monthly during the term of the subscription agreement. A minimum order of \$25.00 is required.

2.7 Additional Requirements for Apple Application. If You are using Veryon Licensed Services through mobile application software on an Apple Inc. (“Apple”) device, including any iPhone, iPod touch or iPad devices (“Apple Application”), You further acknowledge and agree to the following: You acknowledge and agree that Apple is not a party to this Agreement and that Apple has no responsibility for any of Veryon’s obligations. The license granted to the end-user for the Apple Application is limited to a non-transferable license to use the Apple Application on any iPad or other Apple device that the end-user owns or controls and as permitted by the Usage Rules set forth in the App Store Terms of Service. Veryon is solely responsible for the Apple Application and for all maintenance and support related thereto and for the investigation, defense, settlement and discharge of any claim relating to any breach of its representation regarding infringement. You acknowledge that any claims relating to the possession or use of the Apple Application will be addressed to Veryon, not Apple, including: (i) product liability claims; (ii) any claim that the Apple Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. Apple will have no other obligations whatsoever with respect to the Apple Application, including any claims, losses, liabilities, damages, costs or expenses attributable to the use thereof. You and Veryon also acknowledge and agree that Apple, and Apple’s subsidiaries, are third party beneficiaries to this Section of this Agreement and that, upon Your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against You as a third party beneficiary hereof. You acknowledge and warrant that You are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and You are not listed on any U.S. Government list of prohibited or restricted parties.

### **3. OWNERSHIP**

Veryon or its licensors retain ownership of all rights, including all copyrights, patents, trademarks and other intellectual property rights, in and to the Veryon Licensed Services, including the Content and Software, including copies, improvements, enhancements, derivative works, and modifications thereof, and including the structure, sequence, visual presentation, and organization thereof. Your rights to use the Veryon Licensed Services, including to Use the Content and Software, are limited to those rights expressly granted by this EULA and You do not acquire any rights of ownership in the Veryon Licensed Service or the Content or Software or the media on which they are provided. You acknowledge that You are obtaining only a limited license right to the Software or Content and that irrespective of any use of the words “purchase,” “sale,” or like terms hereunder, no ownership rights are being conveyed to You under this Agreement or otherwise. No other rights with respect to the Veryon Licensed Service, including Content or Software, or any related intellectual property rights are granted or implied. The Veryon Licensed Service(s) are protected by United States copyright laws, other intellectual property laws and international provisions. Copyright is not claimed by Veryon as to any part of an original work prepared by a United States Government Officer or employee as part of that person’s official duties or by any other third party officer or employee as part of that person’s official duties. “Veryon” is a registered trademark of Veryon. All original authorship of Veryon is protected under U.S. and foreign copyrights.

### **4. LIMITATIONS AND RESTRICTIONS**

4.1 License Restrictions. As a condition of your license, You shall not nor allow a third party to: (i) transfer, sublicense, or assign Your rights under this license to any other person or entity unless expressly authorized in advance by Veryon in writing; or provide access to the Veryon Licensed Service, Software, or Content to any third party other than to Your employees and contractors using the Licensed Service, Software, and Content solely on Your behalf for Your lawful internal purposes in accordance with this EULA (including the License Details), and provided that any such employees or contractors comply with this EULA and are bound in writing by confidentiality and non-use restrictions not less restrictive than those set forth herein; You are liable for any breach of this EULA by such employees or contractors; (ii) modify, adapt, reproduce or create derivative works of the Veryon Licensed Service, Content, Software, or Documentation or any aspect thereof; (iii) reverse engineer, decompile, decrypt,

reconstruct, disassemble or otherwise attempt to derive the source code for the Software or any part of the Veryon Licensed Service; (iv) publish, distribute, resell, or disclose any part of the Veryon Licensed Service, Software, Content, or derivatives thereof, or make the functionality thereof available to third parties, whether as an application service provider, or on a rental, service bureau, cloud service, hosted service, or other similar basis unless expressly authorized in advance by Veryon in writing; (v) Use Software that is licensed for a specific device, whether physical or virtual, on another device, unless expressly authorized by Veryon in advance in writing; (vi) remove, modify, or conceal any product identification, copyright, proprietary, intellectual property notices or other marks on or within the Veryon Licensed Service, Content, or Software; or (vii) Use the Veryon Licensed Service, Software, or Content, other than as expressly permitted in this EULA (including the License Details).

4.2 No license whatsoever is granted to any person for any purpose other than for a lawful, licensed use by a bona fide end-user customer of Veryon; without limiting the generality of the foregoing and for the avoidance of doubt, no license is granted to any competitor, potential competitor, consultant to any competitor or potential competitor, or to any other third-party who is not a bona fide end-user customer of Veryon. Any unauthorized installation, use, access or attempted installation, use, or access to the Veryon Licensed Service is an infringement and violation of Veryon's and/or its licensors' intellectual property rights and other rights under applicable federal and state and international laws and this EULA, and Veryon will enforce such infringements and violations to the greatest extent allowed by applicable law. Software may include third-party software and shall only be used with the applicable Veryon Licensed Service as permitted hereunder and shall not be used independently.

4.3 The Veryon Licensed Service may contain industry approved anti-piracy/access-control features, including serial numbers, tamperproof packaging, password and security authentication, processes, copy controls, user and instance counters and/or timers. Tampering, disabling, circumventing or overriding any of said features constitutes a material breach of this EULA and shall result in immediate termination of the license rights granted herein without further action by Veryon, and Veryon may also take action under the anti-circumvention provisions of the Digital Millennium Copyright Act, 17 U.S.C. § 1201 et seq., which imposes civil and criminal liability for circumvention of technological access-control and copyright protection measures.

4.4 The information contained in any format in the Veryon system and otherwise made available by Veryon, including all Content, and all subsequent revisions thereof, are believed by Veryon to be correct. Veryon makes no text changes to the material. Source documents for online, hand held and other digital services are converted to PDF and/or XML. Veryon does not warrant the accuracy of the source material or any Content and assumes no responsibility to any person or persons in connection with the use of the Veryon Licensed Service.

4.5 Veryon monitors system access through a variety of means. Veryon reserves the right to investigate any suspicious or abnormal activity. Veryon reserves the right to terminate a user and/or this agreement for any suspicious activity that violates the terms of this Agreement, including, not limited to, accessing the content through automated means without utilizing the Veryon API, and accessing the content through multiple or different IP addresses that are inconsistent with the subscription type, frequency and geolocation of access based on the User ID.

## **5. LIMITED WARRANTY AND DISCLAIMER**

5.1 Limited Warranty. Veryon warrants that the Software will substantially conform to the applicable Documentation for ten (10) days following the date the Software is made available to You for Your Use. This warranty does not apply if the Software, Veryon product or any other equipment upon which the Software is authorized to be used: (i) has been altered, except by Veryon or its authorized representative, (ii) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Veryon, (iii) has been subjected to abnormal physical or electrical stress, abnormal environmental conditions, misuse, negligence, or accident; or (iv) has not been provided

by Veryon Veryon will use commercially reasonable efforts to deliver to You Software free from any viruses, programs, or programming devices designed to modify, delete, damage or disable the Software or Your data.

5.2 Exclusive Remedy. At Veryon's option and expense, Veryon shall repair, replace, or cause the refund of the license fees paid for non-conforming Software. This remedy is conditioned on You reporting the non-conformance in writing to Veryon within the warranty period. Veryon may ask You to return the Software, the Veryon product, and/or Documentation as a condition of this remedy. This Section is Your sole and exclusive remedy under the warranty.

5.3 Data Security and Viruses. You represent and warrant that You shall not introduce Malware designed to: (i) disrupt the orderly operation of any Veryon's Software, hardware, or systems; (ii) impair the integrity of Veryon's Confidential Information or Software or any data files resident on any Veryon's hardware, Software, or systems; or (iii) damage or disrupt a third party's system, software, or data contained therein, causing it to malfunction, throttle, slow, or cease to work, which occurs in connection with the services being provided by Veryon, for which access has been granted by Veryon through a Veryon provided license to such third party system or software. You further represent and warrant to Veryon that You will protect Veryon's systems and data by using the latest generally and commercially available (in the United States) and most comprehensive virus detection/scanning programs from a reputable vendor of anti-virus software. For the sake of this EULA, "Malware" means any virus, timer, clock, counter, time lock, time bomb, Trojan horse, worm, file infector, boot sector infector, or other limiting design, instruction, or routine that could, if triggered, erase data or programming or cause the resources to become inoperable or otherwise incapable of being used in the full manner for which such resources were intended to be used.

5.4 Mutual Warranties. Both parties each hereby represent and warrant to the other that have the right and authority to enter into this EULA, to grant the rights granted by it under this EULA, and to perform its obligations under the Agreement. Furthermore, both parties each hereby represent that it will comply with all applicable laws and regulations in effect during the term of the Agreement as they apply to such party's rights and obligations under the Agreement.

5.5 Disclaimer of Warranties. EXCEPT AS EXPRESSLY SET FORTH ABOVE, VERYON AND ITS LICENSORS PROVIDE THE VERYON LICENSED SERVICE(S) (INCLUDING CONTENT AND SOFTWARE AND RESULTS THEREOF) "AS IS" AND WITHOUT, AND VERYON DOES NOT MAKE AND EXPRESSLY DISCLAIMS, ANY WARRANTIES, REPRESENTATIONS, GUARANTEES, CONDITIONS OR OTHER TERMS RELATING TO THE VERYON LICENSED SERVICE(S) (INCLUDING ANY CONTENT OR SOFTWARE), AND ANY PERFORMANCE, USE, ACCURACY OR RESULTS THEREOF AND ANY UPDATES THERETO, WHETHER EXPRESS, IMPLIED OR STATUTORY, OR ARISING FROM COURSE OF DEALING OR PERFORMANCE, USAGE OF TRADE OR OTHERWISE, INCLUDING WARRANTIES, CONDITIONS OR OTHER TERMS REGARDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESIGN, CONDITION, ACCURACY, CAPACITY, PERFORMANCE, TITLE, AND NON-INFRINGEMENT. YOUR USE OF THE VERYON LICENSED SERVICE IS AT YOUR OWN RISK. VERYON DOES NOT WARRANT THAT THE SOFTWARE WILL OPERATE UNINTERRUPTED OR THAT THE SOFTWARE OR CONTENT OR RESULTS THEREOF WILL BE ACCURATE OR WITHOUT ERRORS OR OMISSIONS, OR THAT ERRORS OR OMISSIONS WILL BE CORRECTED, OR THAT USE OR PERFORMANCE THEREOF WILL MEET YOUR PURPOSE OR EXPECTATIONS. IN ADDITION, VERYON DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE OR ANY EQUIPMENT, SYSTEM OR NETWORK ON WHICH THE SOFTWARE IS USED OR CONTENT IS MADE AVAILABLE WILL BE FREE OF VULNERABILITY TO INTRUSION OR ATTACK.

## **6. LIMITATIONS AND EXCLUSIONS OF LIABILITY; INDEMNIFICATION AND DAMAGES**

6.1 IN NO EVENT WILL ATPVERYON OR ITS LICENSORS BE LIABLE FOR ANY CLAIM, LOSS, OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH THIS EULA OR THE ATPVERYON LICENSED SERVICES, INCLUDING ANY CONTENT OR SOFTWARE, OR ANY PERFORMANCE, USE, ACCURACY OR RESULTS

THEREOF OR ANY UPDATES THERETO, REGARDLESS OF THE THEORY OF LIABILITY OR WHETHER ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE OR CONTENT, ANY INADEQUACY OR INACCURACY OR DEFECT IN THE CONTENT OR SOFTWARE, STRICT LIABILITY, VERYON'S ACTIVE OR PASSIVE NEGLIGENCE, OR OTHERWISE, EVEN IF A PARTY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND INCLUDING THE FOLLOWING: (i) INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES; (ii) LOSS OR CORRUPTION OF DATA OR INTERRUPTED OR LOSS OF BUSINESS; OR (iii) LOSS OF REVENUE, PROFITS, GOODWILL OR ANTICIPATED SALES OR SAVINGS. ALL LIABILITY OF VERYON, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, AND LICENSORS COLLECTIVELY, TO YOU OR OTHERWISE IN CONNECTION WITH THIS EULA, WHETHER BASED IN WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER CAUSE OF ACTION OR THEORY, SHALL NOT EXCEED THE LICENSE FEES PAID BY YOU FOR THE VERYON LICENSED SERVICE THAT GAVE RISE TO THE CLAIM. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT. YOU WILL NOT HOLD VERYON RESPONSIBLE FOR THE SELECTION OR RETENTION OF, OR ANY ACTS, ERRORS, OR OMISSIONS BY, ANY THIRD PARTY (INCLUDING LICENSORS AND SUPPLIERS) IN CONNECTION WITH THE AGREEMENT, REGARDLESS OF THE INTENT OF SUCH THIRD PARTY. NOTHING IN THIS EULA LIMITS OR EXCLUDES ANY LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW.

6.2 Indemnification by You. You will indemnify, defend, and hold harmless Veryon and its suppliers and licensors from all claims, whether actual or alleged (collectively, "Claims"), arising out of or in connection with any Veryon Licensed Service provided hereunder, including any Content or Software, or Your breach of this EULA, whether arising or claimed to arise from Veryon's passive or active negligence, in strict liability, or otherwise. You are solely responsible for defending any Claim against Veryon or its suppliers and licensors, subject to such entity's right to participate with counsel of its own choosing, and for payment of all judgments, settlements, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees, resulting from all Claims against such entity, provided that You will not agree to any settlement that imposes any obligation or liability on such entity without its prior express written consent.

## **7. CONFIDENTIALITY**

7.1 "Confidential Information" means any information disclosed to You by Veryon, either directly or indirectly, in writing, orally, or by inspection of tangible objects, other than information that You can establish: (i) was publicly known and made generally available in the public domain prior to the time of disclosure to You by Veryon, (ii) becomes publicly known and made generally available after disclosure to You by Veryon other than through Your action or inaction, or (iii) is in Your possession, without confidentiality restrictions, prior to the time of disclosure by Veryon, as shown by Your files and records. You will not at any time: (i) sell, license, or transfer any Confidential Information, (ii) disclose or otherwise make available to any person or entity any Confidential Information (other than to those of Your employees who are bound in writing by use and confidentiality restrictions that are no less protective of Veryon than those contained in this EULA and who have a legitimate need to know such Confidential Information in connection with this EULA), or (iii) access, use, reproduce, or copy any Confidential Information, except as necessary in connection with the purpose for which such Confidential Information is disclosed to You and in accordance with this EULA.

7.2 You will take all measures to protect the secrecy of, and to avoid disclosure and unauthorized use of, the Confidential Information. If required by law to disclose Confidential Information, You may do so provided that: (i) You give Veryon prompt written notice of such requirement prior to such disclosure, (ii) at Veryon's request, You assist Veryon in obtaining an order protecting the Confidential Information from public disclosure, and (iii) any such disclosure is limited to the minimum extent necessary to comply with the legal requirement. All Confidential Information will remain Veryon's personal property, and all documents, electronic media, and other items containing

or relating to any Confidential Information must be delivered to Veryon, destroyed, or uninstalled immediately upon the earlier of Veryon's request, or termination of this EULA. Nothing contained in this EULA will prevent Veryon from complying with applicable privacy laws and regulations. Notwithstanding anything to the contrary in this EULA or Veryon's privacy policy ("Privacy Policy"), all data and information gathered or received by Veryon in connection with providing the Veryon Licensed Services and all information described in the Privacy Policy may be shared with and used by (a) Veryon corporate affiliates (and You acknowledge the country of the Veryon corporate affiliate receiving the data or information may not afford the same level of protection of such data as the country in which the data or information was collected), and/or (b) certain selected third parties only in anonymous form. You may not issue any press release or other public statement regarding Veryon, this EULA, or the Veryon Licensed Services without our prior written consent.

7.3. Privacy Policy. Your use of the Licensed Software is subject to Veryon's Privacy Policy, incorporated herein by reference, is available here: <https://veryon.com/privacy-policy>. Veryon values You as a Customer and we respect Your privacy. We recognize that we must maintain and use customer information responsibly. You agree that Veryon may collect and use technical data and related information, including technical information about Your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to You (if any) related to the Veryon Licensed Service. Veryon may use this information, as long as it is in a form that does not personally identify You, to improve its products, services or technologies.

## **8. AUDIT RIGHTS**

During the license term for a Veryon Licensed Service and for a period of three (3) years after its expiration or termination, You will take reasonable steps to maintain complete and accurate records of Your use of the Veryon Licensed Services, including Software and Content, sufficient to verify compliance with this EULA. No more than once per twelve (12) month period, You will allow Veryon and its auditors the right to examine such records and any applicable books, systems (including Veryon product(s) or other equipment), and accounts, upon reasonable advanced notice, during Your normal business hours. Without limitation of other remedies available to Veryon, if the audit discloses underpayment of license fees, You will pay such license fees plus the reasonable cost of the audit within thirty (30) days of receipt of written notice.

## **9. FEES; PAYMENT**

9.1 You agree to pay: (i) when due, all amounts set forth in the applicable Order Form or online order for all Veryon Licensed Service, and (ii) at the time of renewal, the applicable subscription fees for any renewed Veryon subscription. Veryon's fees (including as set forth online and in any Order Form, renewal form, or invoice) do not include any taxes, levies, duties or similar governmental assessment of any nature, including value-added, sales, use, excise, or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If Veryon has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section, Customer will indemnify and hold Veryon harmless from and against any such Taxes, including promptly paying such Taxes as invoiced to Customer. Customer may provide Veryon with a valid tax exemption certificate authorized by the appropriate taxing authority. Veryon is responsible for taxes assessable against it based on its income, property and employees. All payments are non-refundable and Veryon's property. Veryon reserves the right to change prices without notice.

9.2 All prepaid licenses are subject to Veryon's other published policies as set forth on Veryon's Websites [www.veryon.com/policy](http://www.veryon.com/policy), including policies on additional charges that will apply, for example, to expedite shipping, late payment charges, and other matters as published from time to time on Veryon's Websites.

9.3 Unless otherwise specified, undisputed overdue amounts will accrue interest at the lesser of 1.5% per month or the highest rate allowed by law. You may withhold payment for fees that You reasonably and in good faith dispute as owing, but You must pay any undisputed fees. You must notify Veryon in writing of any such disputed fees within 15 days of the invoice date and provide Veryon with written details about why You dispute the invoice, otherwise You waive such dispute and such charge will be final and not subject to challenge. After Veryon receives notice of the dispute, Veryon will work with You in good faith to resolve the dispute. If any undisputed payment is overdue, Veryon may suspend Your account access until such amounts are paid in full, and if payment is not made within fifteen (15) days of written notice of late payment, Veryon may terminate Your account, access to the Veryon Licensed Service and Software and Content, and/or this EULA, including access to subscription-based online services. If You fail to make any payment as set forth herein, You will pay all reasonable expenses (including collection and attorneys' fees) incurred by Veryon in collecting such charges.

9.4 If You have provided Veryon with Your payment information (including credit card, debit card or bank account information), You authorize Veryon to charge Your payment method for the fees due for Your use of Veryon Licensed Services. Veryon may provide Your payment information and related personal data to third parties for payment processing and fraud prevention purposes. You will provide Veryon with valid, current payment information. Veryon may seek pre-authorization of Your credit card or debit card account to verify that the card is valid and has the necessary funds or credit available to cover Your payment. If a payment is not successfully settled for any reason, You remain responsible for any uncollected amounts. You may edit Your payment information at any time in Your account settings, by calling Veryon Customer Support at U.S. & Canada: 800-227-4610 Worldwide: (+1) 415-330-9500, or by sending an e-mail to support@Veryon.com or a written Notice to Veryon as set forth in Section 15 ("Notices") below. A minimum order of \$25 is required. There will be a \$25 fee for any returned checks.

9.5 Payment Plans. Veryon offers a three-month no-interest payment plan subject to: (i) a Customer credit check and Customer's provision of any other information requested by Veryon, and (ii) Veryon's approval in its sole discretion. For payment plans in excess of three months, a 5% fee will be assessed. The minimum fee for establishing a payment plan is \$100.

9.6 Wire Transfers. We accept wire transfers: Please include \$20.00 processing fee in addition to Your order total. Please include Your company name, customer number, invoice reference and country of origin upon each transaction.

9.7 Payment by Credit Card. For customers paying by credit card, Veryon reserves the right to charge credit card processing fees. ACH payments are preferred and have no associated fees.

## **10. TERM AND TERMINATION**

10.1 This EULA shall commence on the Effective Date and remain effective until the earlier of termination by either party or expiration of the applicable license(s) or subscription term(s). The "Effective Date" means the earliest of the date on which You purchase a Veryon Licensed Service online or via an Order Form or You first use a Veryon Licensed Service. Except as otherwise expressly provided herein, this EULA will immediately terminate and Veryon may suspend Your account access if You breach its terms, or if You fail to pay any portion of the applicable license fees and You fail to cure such payment breach within thirty (30) days of notice. In addition, Veryon may at any time cease to provide an Veryon Licensed Service in whole or in part if a third-party service provider (including a Content provider) ceases to make its services available to Veryon. Veryon may terminate this EULA at any time without cause. Upon termination of this EULA, You shall cease all Use of the Veryon Licensed Service and Software and Content and destroy all copies thereof in Your possession or control. Once the Effective Date of a subscription has passed, Veryon cannot offer any credits for cancellation. In very rare circumstances, and at its sole discretion, Veryon may be able to issue a credit for the unused portion of a subscription if such credit is applied against a new purchase, to extend the renewal subscription of an existing Veryon product, or to upgrade a subscription or service.



10.2 For Customer data entered into an online service by You (e.g. aircraft profile and compliance information), Veryon will continue to provide read only access to Your online information for a period of up to 12 months after the termination of the license, except in cases where continued access would cause Veryon to be in violation of law. After 12 months, Veryon reserves the right to delete all Customer data without any prior notification or warning. Veryon will not maintain any backup or other archive of the customer data after it is deleted from the system.

10.3 Renewals. In general, before expiration of Your subscription, You will receive an invoice for renewal of Your Veryon Licensed Service. To renew Your subscription and assure continued service You can return Your remittance prior to the expiration date indicated on the renewal invoice. Payment must be made in U.S. funds drawn on a U.S. bank or through an authorized clearing house. See Wire Transfer section below for transfer information, or login to Your Aviation Hub account at [www.veryon.com](http://www.veryon.com), access renewals and quotes, then pay for Your renewal via credit card payment. If You have more than one Veryon library, we recommend a single annual renewal. We can establish a common expiration date for Your libraries.

10.4 Reinstatement. Veryon has a reinstatement policy for those Customers whose Veryon Licensed Service have lapsed for less than 90 days and who wish to renew. Any reinstatement is subject to Veryon's approval in its sole discretion and may be subject to additional charges and fees. Lapses longer than 90 days will be considered a new sale and priced accordingly. In the event of any reinstatement, the EULA terms (as may be updated from time to time) will be reinstated, and You agree to be bound by them as of the date of such reinstatement for the duration of the reinstated license.

## **11. US GOVERNMENT END USERS**

The Veryon Licensed Service, including Software, Content, program code, documentation, and any other material that is provided by Veryon with the Veryon Licensed Service or otherwise provided under an agreement between Veryon and with or for or on behalf of the United States of America, its agencies and/or instrumentalities ("U.S. Government") is provided with Restricted Rights only. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software – Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is Veryon, 548 Market Street, Suite# 42403, San Francisco, CA 94104. Phone: 415-330-9500. Fax: 415-468-1596. Internet: [www.veryon.com](http://www.veryon.com).

## **12. EXPORT**

The Veryon Licensed Service, including Software, Content, products, technology, and services are subject to local and extraterritorial export control laws and regulations and economic sanctions laws and regulations. You will comply with such laws and regulations relating to Your use, import, export, re-export, and transfer of the Veryon Licensed Service, Software, and Content, products and technology, and any trade sanctions, and will obtain all required local and extraterritorial authorizations, permits and licenses. You will not grant access to the Veryon Licensed Service, Software, and Content, products and technology to any individual if a license or authorization would be required and has not been obtained. In addition, you may not export or re-export any aspect of the Veryon Licensed Service without the prior written consent of Veryon. Veryon shall have the right to immediately terminate the Agreement and all Veryon Licensed Services, without liability to You and without prior notice, if Veryon determines that You have taken any action in violation of this Section 12.

You represent and warrant that You (i) are not designated on any sanctions- or export- related list of restricted or blocked persons, including designation on the U.S. List of Specially Designated Nationals and Blocked Persons, (ii) are not located in, organized under the laws of, or resident in any country or territory that is itself the subject of any economic or financial sanctions by any U.S. or other relevant governmental authority, including Cuba, Iran, Syria, North Korea, and the Crimea, so-called Luhansk, and so-called Donetsk Regions of Ukraine, (iii) are not greater than

50% owned or controlled by any persons described in clause (i) or (ii) (collectively with (i) and (ii), a “Restricted Person”), and (iv) will not allow any Restricted Person to access the Veryon Licensed Service, Software, and Content, products and technology.

### **13. BINDING ALTERNATIVE DISPUTE RESOLUTION**

All disputes and disagreements shall be resolved first by negotiation between the parties including escalation to senior management for both parties. Failing such negotiations, at the request of either party, senior management shall appear before a neutral mediator appointed by the American Arbitration Association in Delaware. If mediation fails, the matter shall be submitted to final, binding, expedited, and confidential arbitration before a neutral retired judge (the “Arbitrator”) appointed by the American Arbitration Association in Delaware. The arbitration hearing shall be limited to two hearing days (one for each party’s presentation of evidence) unless the Arbitrator orders, for good cause, an extension of the hearing. The decision of the arbitrator shall be final and binding on all parties and it may be enforced in any court of competent jurisdiction. In the written decision made following the arbitration hearing, the Arbitrator shall not modify or otherwise change any term or condition of this Agreement. The costs of the mediation and of the arbitration shall be shared equally between the parties; each party shall bear their own legal fees and other expenses.

### **14. SHIPPING; RETURNS (APPLICABLE TO PAPER DELIVERABLES ONLY)**

14.1 Standard Shipping. All new paper libraries are estimated to be shipped within 7 to 10 days of acceptance of the order unless otherwise notified. All new disc libraries are estimated to be shipped within 3 to 5 days of acceptance of the order unless otherwise notified. Unless otherwise notified, a shipping address must be a physical street address. All packages are FOB, Brisbane, CA 94005, USA, to stated destination.

14.2 Priority Delivery. The following priority delivery charges apply: On next-day rush orders the minimum charge is \$40 or 7% of the order, whichever is greater. On same-day rush orders the minimum charge is \$50 or 10% of the order, whichever is greater. Export orders require additional shipping charges.

14.3 Overseas Delivery. All exports are subject to the jurisdiction of the U.S. Dept. of State, U.S. Dept. of Commerce, and other U.S. governmental organizations. Our commodities and software are exported from the U.S. in accordance with applicable U.S. laws and regulations, including the Export Administration Regulations. You are responsible for obtaining at your own risk and expense any import license or other official authorization for the importation of the goods at the agreed point of destination. Commercial invoices for international packages will list the full retail value of Your order’s contents by product type and composition. You or Your agent is responsible for direct and timely customs clearance at the agreed place of destination, and You shall bear all duties, taxes, or other official charges payable upon importation of the goods as well as the costs and risks of carrying out customs formalities.

14.4 Returns. It is very important that You carefully read and understand this EULA before opening Your Veryon package. Only new and unopened packages may be returned to Veryon. Before You can return a package to Veryon, You must contact an Veryon Customer Service Representative to receive an Veryon Return Authorization Number. This number must be clearly marked on the outside of the returned package. Veryon reserves the right to assess a 25% restocking charge for any merchandise returned to Veryon. In order to return a new, unopened package, please follow these steps:

1. Do not open the package!
2. Contact Veryon to receive a Veryon Return Authorization Number.
3. Write the Veryon Return Authorization Number clearly on the unopened package.
4. Return the unopened package to Veryon, shipping prepaid.

Your order will then be cancelled and any payments, less a restocking charge of 25%, will be refunded to You. There will be no refund given for packages that have been opened, or that do not have an Veryon Return Authorization Number written clearly on the package. (Please be aware that only new orders are returnable within 10 days of receipt; revision packets are not returnable at any time.)

## 15. ELECTRONIC SIGNATURES

15.1 By clicking on a button or checking a box indicating that You “accept” or “agree to” these terms (or taking a similar electronic action), You create an electronic signature to this EULA, establishing a contract. In doing so, You agree to accept these terms and conditions and any other agreement contained or referenced herein; You also agree that Veryon may supply You a copy of this EULA in electronic form. Please print or save a copy of this EULA for Your records. You also may choose to receive a copy of this EULA in non-electronic form at any time by submitting a request to us at the address for Notices to Veryon set forth in Section 15. Veryon may modify this EULA at any time by posting the modified EULA. If You do not agree to and accept any modified terms in this EULA, you will have to stop using the affected APT Licensed Services.

15.2 In order to access and retain the electronic EULA, You must have access to the Internet, either directly or through devices that access Web-based content, and pay any charges associated with such access, all of which are your sole responsibility. In addition, You must use all equipment necessary to make such connection to the Internet (e.g., a computer and modem or other access device). We will notify You of any changes in the hardware or software requirements needed to access and/or retain this EULA that create a material risk that You will not be able to continue to access and/or retain the electronic EULA. Your agreement and intent to be bound by electronic submissions applies to all records relating to all transactions you enter into relating to your Veryon Licensed Services, including notices of cancellation, policies, contracts, and applications, subject to your right to withdraw consent to receive notices electronically as provided in this EULA.

## 16. NOTICES

You agree to supply your mailing address and email address to receive communications from Veryon; however, You understand that any legal notices to Veryon regarding this Agreement shall be in writing and shall be hand delivered or delivered by certified mail to Veryon at its mailing address at: Veryon, 548 Market Street, Suite# 42403, San Francisco, CA 94104.

Any applicable notice, disclosure, authorization, acknowledgement or other document required to be given or made available (“Notice”) will be in writing and delivered by mail or e-mail (where permitted). The receiving party will be deemed to have received such Notice upon delivery or transmission or, in the case of mail, 48 hours after mailing. Notice to Veryon must be sent to the address set forth above, with a copy to legal@Veryon.com. By installing, downloading, activating or using a Veryon Licensed Service, you expressly consent and agree that we may send you all Notices electronically to your primary e-mail address provided in your account. Any Notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing. At any time, you may: (1) request a paper copy of any Notice provided or made available electronically to you by us, free of charge, and/or (2) withdraw your consent to receive future Notices electronically. Please call Veryon Customer Support at U.S. & Canada: 800-227-4610 Worldwide: (+1) 415-330-9500, or by sending an e-mail to support@Veryon.com or a written Notice to us at the address above with such request(s) and provide your mailing address for the Notices. It is your responsibility to keep your primary e-mail address up to date so that we can communicate with you electronically. If we send a Notice to your primary e-mail address on file and your primary e-mail address on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic communications, we will be deemed to have provided the Notice to you. You may need to add us to your contacts or e-mail address book so that you will be able to receive the Notices we send to you. If electronic Notices sent to you by us are returned because of an invalid e-

mail address, we may deem your account to be inactive, and you will not be able to transact any activity using your account until we receive a valid, working e-mail address from you. If you want to change your e-mail address where we should send electronic Notices, you can: send an e-mail message to us at support@Veryon.com, and in the body of such request, state your previous e-mail address and your new e-mail address; or update your primary e-mail address at any time in your Aviation Hub account settings.

#### **17. SURVIVAL**

Sections 1, 2 (last paragraph), 3 through 21, and the Definitions shall survive termination or expiration of this EULA.

#### **18. INTEROPERABILITY**

To the extent required by applicable law, Veryon shall provide You with the interface information needed to achieve interoperability between the Software and another independently created program. Veryon will provide this interface information at Your written request after You pay Veryon's licensing fees (if any). You will keep this information in strict confidence and strictly follow any applicable terms and conditions upon which Veryon makes such information available.

#### **19. GOVERNING LAW, JURISDICTION AND VENUE**

This EULA and any dispute relating hereto will be governed by the laws of the State of Delaware, without regard to conflict/choice of law principles. You agree to submit to the exclusive jurisdiction of the Delaware Court of Chancery. The parties specifically disclaim the application of the UN Convention on Contracts for the International Sale of Goods.

#### **20. INTEGRATION**

This EULA, and Veryon's policies published from time to time on Veryon's Websites and which are binding on Customer, constitute the entire agreement between the parties with respect to the Veryon Licensed Services, and supersede all proposals, representations, claims and communications, written and oral, and any conflicting or additional terms contained in any purchase order or elsewhere, all of which terms are excluded. This Agreement shall not be varied, supplemented, qualified or interpreted by any prior course of dealing between the parties or by any course of dealing or usage of trade. If there is a conflict between the terms of this Veryon End User License Agreement and an Order Form, the terms of this Veryon End User License Agreement will supersede.

#### **21. MISCELLANEOUS**

21.1 Amendments; Waivers. No supplement, modification or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party to this Agreement. No waiver by You or Veryon of a breach of any provision hereof will be deemed a waiver of any other breach of such provision or a waiver of the provision.

21.2 Severability. If any provision of this EULA is held or made invalid or unenforceable for any reason, such invalidity will not affect the remainder of this EULA, and the invalid or unenforceable provision will be replaced by a valid provision that has a similar economic effect.

21.3 Force Majeure. Except for Your payment obligations, neither party will have any liability under this EULA by reason of any failure or delay in the performance of a party's obligations on account of strikes, shortages, riots, acts of terrorism, insurrection, fires, flood, storm, explosions, earthquakes, Internet and/or electrical outages, computer viruses, acts of God, war, governmental action, or any cause that is beyond its reasonable control.

21.4 Independent Contractors. The parties to this Agreement are independent contractors and nothing in this EULA will be construed to create, evidence, or imply any agency, employment, partnership, or joint venture between You

and Veryon. Except as otherwise set forth in this EULA, neither You nor Veryon will have any right, power, or authority to create any obligation or responsibility on behalf of the other and this EULA is not intended to benefit, nor will it be deemed to give rise to any rights in, any third party.

21.5 Assignment. You may not assign, sublicense, or transfer this EULA or any right or duty hereunder. Any assignment, transfer, or attempted assignment or transfer in violation of this Section 21 will be void and of no force or effect. Veryon and our subsequent assignees may assign, delegate, sublicense, or otherwise transfer from time to time this EULA, or the rights or obligations hereunder, in whole or in part, to any person or entity.

21.6 The Veryon Licensed Services are proprietary to us and are protected by the applicable state, federal, and international intellectual property laws and we retain all rights, title, and interests therein, together with all derivative works, modifications, enhancements, updates, and upgrades, but excluding content You provide. Each party reserves all rights not expressly granted in this EULA and all implied licenses are disclaimed. As used in this EULA, the word "including" is a term of enlargement meaning "including without limitation" and does not denote exclusivity, and the words "will," "shall," and "must" are deemed to be equivalent and denote a mandatory obligation or prohibition, as applicable. Veryon may change this Veryon End User License Agreement, any other terms, its pricing and the Veryon Licensed Services at any time without notice, and such revised Veryon End User License Agreement or other terms will supersede and replace the earlier agreement. In addition, Veryon may in its sole discretion provide notice of changes by posting such on the Veryon Websites and/or by email. Services and obligations to be performed by Veryon hereunder may be performed by Veryon third-party service providers.