

END USER LICENSE AGREEMENT: VERYON TRACKING

1. TERMS OF USE OF THE SERVICES

The following terms and conditions apply to your use of Veryon Tracking ("Website"). The right to use the Website is personal to you and is not transferable to any other person or entity outside your Company. You are identified in this document as "USER". By using the password-protected portions of the Website you accept for your Company and agree to comply with all of the Terms of Use set forth herein, the Order Form or Enrollment Agreement, and **Subscription Agreement** (Agreements), previously executed by you or your Company or if not previously executed, executed by acceptance of this Agreement, the User will be provided with password-protected online login access to the Website. The User will not: (i) enable unauthorized logins or access, assign, transmit or share identification or password codes to persons other than authorized users (ii) permit the identification or password codes to be cached in proxy servers nor accessed by individuals who are not authorized users, (iii) permit access to the software through a single identification or password code being made available to multiple users on a network or (iv) not transfer, assign or sublicense this license to any other person or entity. The user will not attempt to access non-user areas of the system, will not attempt to access areas of the system not specifically associated with User's aircraft, and will not modify, translate, reverse engineer, decompile or create derivative works based upon the functionality, material, information and characteristics of the Website. User acknowledges that Veryon, its predecessors or its assigns is the exclusive owner of all rights, title, interests and intellectual property rights arising from the use of the Website. The User agrees to use the Website in a manner that complies with all applicable laws including intellectual property and copyright laws. Veryon expressly reserves all rights not expressly granted to User herein. Veryon reserves the right, at its sole and absolute discretion, to immediately suspend, revoke and terminate access to the Website for any reason associated with the Agreements.

2. LINKS TO THIRD-PARTY WEBSITES

Veryon may provide or utilize links to third-party websites as a convenience or as part of its operations. Veryon uses generally accepted methods for verification of any website it incorporates. Veryon does not control third-party websites and is not responsible for the contents of any linked-to, third-party websites or any hyperlink in a linked-to website. Veryon does not endorse, recommend or approve any third-party website hyperlinked from the Website. Veryon will have no liability to any entity for the content or use of the content available through such hyperlink.

3. ESIGNATURE AND PASSWORDS

eSignature is a web service operated by Veryon that provides single sign-on (authentication) for signing documents electronically (electronic signature) on Veryon. You are under no obligation to transact signatures electronically and may continue to manually sign documents at any time. Completing your eSignature enrollment and using eSignature indicates your acceptance of this User Agreement.

Any document where you apply your eSignature shall be considered to be "in writing" and any such documents which contain or to which there is affixed an e-signature shall be deemed for all purposes (a) to have been "signed" and (b) to constitute an "original" when printed from electronic files or documents established and maintained in the normal course of business. Under this User Agreement it is your responsibility to keep your eSignature account credentials (password) under your personal control at all times. You are responsible for all activities that occur in your account and you agree to notify Veryon immediately of any unauthorized use of your account. Veryon is not responsible for any loss that you may incur as a result of any authorized or unauthorized person using your account

or your password. Your eSignature identity can only be used by one person (yourself). Your eSignature password must be kept secret. As the applicant for eSignature, you accept that whenever an electronic signature is affixed using the password which Veryon has assigned / will assign to you, it will authorize the incorporation of your electronic signature into the document, and the burden of proof for repudiation of this electronic signature will be on you as the custodian of the eSignature credentials.

You accept that Veryon is providing electronic signature capability based on its sole interpretation of electronic business and signature guidelines established by the Government Paperwork Elimination Act (GPEA) (P.L. 105-277, 44 U.S.C. 3504 note) to assist in conducting business electronically and that you hold Veryon harmless for any issue relating to electronic signature. Veryon refers you to review GPEA yourself. You understand that transactions and/or signatures in records may not be denied legal effect solely because they are conducted, executed, or prepared in electronic form and that if a law requires a record or signature to be in writing, an electronic record or signature satisfies that requirement. You are advised under GPEA that false statements made knowingly and willfully using electronic signature are punishable by fine and/or imprisonment under the provisions of 16 U.S.C. §1857 and 18 U.S.C. §1001.

4. REQUEST FOR ELECTRONIC SIGNATURE, PROPER USE AND RESPONSIBILITY OF AFFIXING YOUR ELECTRONIC SIGNATURE

You attest to Veryon that you have full authority and legal capacity, whether individually or as a representative of a legal entity, to electronically sign documents. You accept complete responsibility for the accuracy of all information submitted using your electronic signature. You agree not to use an electronic signature which is not yours. You agree to immediately notify Veryon if your eSignature password is lost, stolen, misplaced or has been compromised. You also agree that no certification authority or other third-party verification is necessary to validate your eSignature and that the lack of such certification or third-party verification will not in any way affect the enforceability of your electronic signature. By electronically signing any document on the Veryon site, you agree your electronic signature is the legal equivalent of your manual signature. By electronically signing using eSignature, you consent to be legally bound as you would by your manual signature.

Veryon agrees that it will only use your electronic signature in providing eSignature services to you.

5. INTELLECTUAL PROPERTY NOTICES

All contents of the Website and eSignature service are Copyright © Veryon. All rights reserved.

Governing Law, Dispute Resolution and Attorney's fees are covered in the Subscription Agreement and incorporated herein.

6. CHANGES TO THESE TERMS OF USE

Veryon reserves the right to change these Terms of Use at any time by posting a new End User License Agreement and/or Subscription Services Agreement. Your continued access to the Website or use of eSignature shall constitute your consent to such change. Veryon reserves the right, in its sole discretion, to terminate your access to eSignature or any portion thereof at any time, without notice as related to the Agreements. Your electronic signature will be valid from date of issuance until it is revoked in writing by you as sent to Veryon at billing@veryon.com, or

terminated per the terms of this agreement. You can send e-mail to Vervon with any questions relating to these Agreements at [**billing@vervon.com**](mailto:billing@vervon.com).

7. SIGNATURE CEREMONY

By selecting “Accept” below, you are confirming that you are the true and actual person identified by the password for the Website and/or the eSignature username, that you understand that an electronic signature is taking place, and you intend to be bound by the Agreements and authenticate this electronic record.