

**TERMS AND CONDITIONS FOR THE BUNDLED SOLUTION**

Customer is requesting and Jeppesen Sanderson, Inc. (“Jeppesen”) and Satcom Direct, Inc. and Satcom Direct Communications, Inc., (collectively “Satcom”) will provide the Bundled Solution (as defined below), Customer agrees to be bound by the terms and conditions contained herein (“Terms and Conditions”).

1. Bundled Solution. The Bundled Solution includes unlimited access to Jeppesen’s Flight Planning services utilizing JetPlan.com and Satcom’s FlightDeck Freedom™. Customer’s use of Jeppesen’s Flight Planning services and Satcom’s FlightDeck Freedom are governed by and provided in accordance with the individual agreements entered into between Customer and Jeppesen for Jeppesen’s Flight Planning services and Customer and Satcom for Satcom’s FlightDeck Freedom.

2. Annual Subscription. The Bundled Solution will be provided per aircraft as requested by Customer on an annual subscription basis. Customer may not terminate a subscription during its term. In the event Customer requests the Bundled Solution for additional Customer aircraft after its initial subscription has commenced, the subscription for such additional aircraft will be prorated in accordance with the original subscription. Each subscription will renew automatically for successive one (1) year periods unless a party withholds its consent to renewal of a subscription(s) by providing written notice to the other parties at least 30 days prior to the end of the subscription term.

3. Delivery. Jeppesen and Satcom will individually deliver their respective products to Customer in accordance with the respective agreements.

4. Prices, Invoicing, Payment. Satcom will invoice Customer for each Bundled Solution. Payment terms are net 30 days from the date of invoice. All fees and other prices stated herein are net of withholding or other similar taxes to which such payments may be subject and are exclusive of value added or similar taxes. Customer shall be liable for any and all costs incurred by Jeppesen and Satcom for collection of delinquent amounts. In the event Customer does not pay within the payment terms, these Terms and Conditions may be terminated at the discretion of Satcom and/or Jeppesen.

5. Disclaimer. Jeppesen disclaims any responsibility or liability for Satcom’s FlightDeck Freedom and Satcom disclaims any responsibility or liability for Jeppesen’s Flight Planning.

6. Conflicting Documents. In the event of a conflict between these Terms and Conditions for the Bundled Solution and the individual terms and conditions for each respective product, these Terms and Conditions will govern. In the event Customer issues a purchase order for its request of services, these Terms and Conditions and the individual terms and conditions will govern and take precedence over any purchase order, and any provision of any purchase order or other document submitted by Customer which is inconsistent herewith, or supplementary hereto, is hereby expressly rejected by Jeppesen and Satcom.

**READ AND AGREED TO:**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Date



**TERMS AND CONDITIONS  
FOR  
JEPPESEN'S OPSDATA, FLIGHT PLANNING  
AND INTERNATIONAL TRIP PLANNING SERVICES**

By requesting and receiving any or all of Jeppesen's OpsData, Flight Planning and International Trip Planning services (individually and collectively referred to as the "Services"), Customer agrees to be bound by the terms and conditions contained herein (the "Agreement"). Such Services may be provided and/or delivered by either Jeppesen Sanderson, Inc. and/or Jeppesen U.K. Limited (collectively "Jeppesen").

1. **SERVICES** – Jeppesen shall provide the Services as requested by Customer from time to time.
2. **PRICES, MODIFICATIONS** – Jeppesen's fee schedules are subject to change at any time without notice.
3. **INVOICING** – Jeppesen shall issue invoices monthly, or in the event of international trip planning services, upon close out of the trip and/or receipt of third party invoices. Invoices are due and payable within thirty (30) days of the date of invoice. Credit-approval or an advance deposit may be required to open an account, as determined solely by Jeppesen. Accounts not paid within thirty (30) days of the date of invoice are subject to termination and/or interest charges of one and one-half percent (1½ %) per month on the unpaid balance (or the maximum rate allowed by law). Invoices and payment will be in U.S. Dollars and checks will be drawn on U.S. banks. Customer shall be liable for all costs incurred by Jeppesen for collection of delinquent amounts including, without limitation, reasonable attorney's fees and court cost.
4. **PAYMENT** – Customer agrees to pay for the Services provided hereunder at the rates shown in the then-current fee schedule. Published prices are exclusive of sales, use, value added, excise or other similar taxes and Customer shall pay all such taxes on the Services provided.
5. **PASSWORDS** – When requesting Flight Planning Services, Jeppesen will provide Customer with user identification numbers, passwords and/or serial numbers as needed for the products purchased ("Access Numbers"). Customer is solely responsible for all charges incurred through use of such Access Numbers. In the event of loss, theft or other unauthorized disclosure of Customer's Access Numbers, Customer shall notify Jeppesen immediately in writing and will not be liable for charges incurred through use of such Access Numbers subsequent to Jeppesen's receipt of notice.
6. **LICENSES** – Use of flight planning products may be subject to additional terms and conditions. Additional terms, if any, are set forth in separate software license agreements contained within the individual products.
7. **FORMAT** – The Services will be provided in Jeppesen's standard output formats, unless a tailored format is otherwise requested by Customer and agreed to by Jeppesen.
8. **DELIVERY** – Jeppesen shall transmit the Services to Customer, at Customer's expense, via such means as are requested by Customer and available to Jeppesen. When printed copies are supplied to

Customer by Jeppesen, Customer will be charged for the actual cost of each transmission, as specified in the appropriate fee schedule.

9. CONFIDENTIALITY – Jeppesen and Customer agree to maintain in confidence all technical information, product information, test data and/or files, computer software, market intelligence, business plans, customer information, strategies, agreements and other information disclosed to them by the other in connection with this Agreement and that they will not use or disclose such information, directly or indirectly, to or for any third party in whole or part. This requirement of confidentiality is not applicable to information that (a) is or becomes publicly available through no fault of the receiving party; or (b) is released by the originating party to others without restriction; or (c) is obtained from a third party which has, to receiving party's knowledge, unrestricted right to disclose the information; or (d) was independently developed by the receiving party.

**10. DISCLAIMER, LIMITATION OF LIABILITY AND INDEMNITY**

A. **DISCLAIMER AND RELEASE.** JEPPESEN WILL EXERCISE DUE CARE TO AVOID ERRORS AND OMISSIONS IN THE SERVICES PROVIDED HEREUNDER. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, THE WARRANTIES, CONDITIONS, REPRESENTATIONS, OBLIGATIONS AND LIABILITIES OF JEPPESEN AND REMEDIES OF CUSTOMER SET FORTH HEREIN ARE EXCLUSIVE AND IN SUBSTITUTION FOR, AND CUSTOMER HEREBY WAIVES, RELEASES AND RENOUNCES ALL OTHER WARRANTIES, OBLIGATIONS AND LIABILITIES OF JEPPESEN, AND ANY OTHER RIGHTS, CLAIMS AND REMEDIES OF CUSTOMER AGAINST JEPPESEN, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER AND ANY NONCONFORMANCE OR DEFECT IN THE DESIGN, ADEQUACY, ACCURACY, RELIABILITY, SAFETY, OR CONFORMANCE WITH GOVERNMENT STANDARDS OR REGULATIONS OF SUCH SERVICES OR OTHER THINGS PROVIDED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO:

- (i) ANY IMPLIED WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY OR FITNESS;
- (ii) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE;
- (iii) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF JEPPESEN; AND
- (iv) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY FOR LOSS OF OR DAMAGE TO ANY PROPERTY OF CUSTOMER, INCLUDING WITHOUT LIMITATION ANY AIRCRAFT.

B. **EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES.** JEPPESEN WILL HAVE NO OBLIGATION OR LIABILITY WHATSOEVER, WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY), TORT (WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF JEPPESEN), STRICT LIABILITY OR OTHERWISE WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER:

- (i) **FOR LOSS OF USE, REVENUE OR PROFIT; OR**
  - (ii) **FOR ANY OTHER INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES, OR**
  - (iii) **ARISING OUT OF ANY CLAIM THAT THE SERVICES OR OTHER OUTSIDE SOURCE MATERIAL IS:**
    - a) **DEFECTIVE; OR**
    - b) **INADEQUATE OR INACCURATE; OR**
    - c) **UNRELIABLE OR UNSAFE; OR**
    - d) **FAILS TO CONFORM WITH ANY GOVERNMENT STANDARD OR REGULATION.**
- C. If an arbitration panel or court of competent jurisdiction determines that relevant laws in force may imply warranties and liabilities which cannot be excluded or limited or which can only partly be excluded or limited, then the limit on Jeppesen's liability set forth in this Section will apply to the fullest extent permitted by law. If Jeppesen cannot exclude or limit a warranty or liability implied by law, this Agreement will be read and construed subject to such provisions of law.
- D. Effect of Limitation. The parties acknowledge that the limitations set forth in this Section are integral to the amount of fees charged for the Services provided hereunder, and recognize that were Jeppesen to assume any further liability beyond that set forth in this Section, such fees would be substantially higher.
- E. Indemnities. Except to the extent that Jeppesen is liable under any express warranty set forth herein, Customer will indemnify and hold harmless Jeppesen and its subcontractors from and against all claims and liabilities (including claims by third parties), and costs and expenses (including attorneys' fees), incident thereto or incident to successfully establishing the right to indemnification, for injury to or death of any person or persons, including employees of Customer but not employees of Jeppesen, or for loss of or damage to any property, including any aircraft, arising out of or in any way relating to Customer's utilization and/or processing of any Service or any other things provided hereunder, whether or not arising in tort or occasioned by the negligence of Jeppesen except to the extent of any obligation, liability, claim or remedy in tort due to the recklessness or willful misconduct of Jeppesen. Customer's obligations under this indemnity will survive the expiration, termination, completion or cancellation of this Agreement.
11. **APPLICABLE LAW – THIS AGREEMENT WILL BE INTERPRETED UNDER AND GOVERNED BY THE LAWS OF THE STATE OF COLORADO, U.S.A. EXCEPT THAT COLORADO'S CONFLICTS OF LAWS RULES WILL NOT BE INVOKED FOR THE PURPOSES OF APPLYING THE LAW OF ANOTHER JURISDICTION. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS WILL NOT APPLY TO THIS AGREEMENT.**
12. **EXCLUSIVE USE – The Services provided hereunder are for Customer's use only, and are not meant for resale. Under no circumstances may Customer, or any other person acting by or through Customer, copy or transmit data received from Jeppesen to any third party.**



- 13. EXPORT – Customer shall be responsible for its compliance with any applicable export control restrictions, laws and regulations as may be modified from time to time, imposed by the governments of the U.S. and, if applicable, other countries. Customer shall not attempt to or knowingly export or re-export the Services or any products using such Services covered hereunder to any country, or national thereof, prohibited from obtaining such data, either directly or indirectly through affiliates, licensees or subsidiaries of Customer. Each party shall, at its sole cost and expense, obtain and maintain in effect all permits, licenses and other consents necessary to conduct its respective activities hereunder. Nothing in this clause releases Customer from any obligation stated elsewhere in this Agreement not to disclose such data.
- 14. CANCELLATION – For Services provided on a subscription basis, either party may provide written notification to the other party of its intent to cancel the Services thirty (30) days prior to termination of the Services. Customer shall be responsible for any outstanding balance, as well as any charges or fees incurred within the 30-day notification period.
- 15. CONFLICTING DOCUMENTS – In the event Customer issues a purchase order for its request of Services, the terms and conditions of this Agreement will govern and take precedence over any purchase order, and any provision of any purchase order or other document submitted by Customer which is inconsistent herewith, or supplementary hereto, is hereby expressly rejected by Jeppesen.

**READ AND AGREED TO:**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Date

***Please sign and date these terms and conditions and fax the fully signed copy to (303) 328-4124***

For Internal Use Only
Flight Planner: _____
Date Loaded: _____

## JETPLAN AIRCRAFT DATABASE FORM

### OPERATOR INFORMATION

CN	OPERATOR NAME:	PH	PHONE NUMBER:
RN	A/C REGISTRATION:	-	EXACT AIRCRAFT TYPE:
-	EXACT ENGINE TYPE:	-	NUMBER OF PASSENGER SEATS:

### AIRCRAFT WEIGHTS

TO	MAX TAKE OFF WT:	LA	MAX LANDING WT:
ZF	MAX ZERO FUEL WT:	OP	BASIC OP WT:
MP	MAX PAYLOAD:	RW	MAX RAMP WT:
NW	NAV CHARGES WT:	WU	POUND or KILOS:      LBS <input type="checkbox"/> KILOS <input type="checkbox"/>

### FUEL INFO

FC	MAX FUEL CAPACITY:	DT/AT	TAXI FUEL :	DEP:	ARR:
HA	HOLD ALTITUDE:	FL	MAX FLIGHT LEVEL:		
-	PREFERRED CRUISE MODE:	-	PREFERRED ARRIVAL FUEL:		
-	PREFERRED HOLD TIME:	-	RESERVE FUEL POLICY:	% BURN... OR...	% TIME

### EQUIPMENT

HR	HF RADIOS:	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/>	FM	FMS:	YES <input type="checkbox"/> NO <input type="checkbox"/>
VR	VHF RADIOS:	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/>	FY	FMS TYPE:	UV <input type="checkbox"/> SMITH <input type="checkbox"/> HONEYWELL <input type="checkbox"/>
DA	DUAL ADF:	YES <input type="checkbox"/> NO <input type="checkbox"/>	AG	AGCS EQUIPPED:	YES <input type="checkbox"/> NO <input type="checkbox"/>
DI	DUAL INS:	YES <input type="checkbox"/> NO <input type="checkbox"/>	AS	UPLINK FLIGHT PLANS VIA:	AFIS (GDC) <input type="checkbox"/>
GP	GPS:	YES <input type="checkbox"/> NO <input type="checkbox"/>	-	ACARS (UV)	<input type="checkbox"/>
RE	RNAV:	TERM & ENROUTE <input type="checkbox"/> ENROUTE ONLY <input type="checkbox"/>	-	ARINC DIRECT	<input type="checkbox"/>
83	8.33 RADIOS:	YES <input type="checkbox"/> NO <input type="checkbox"/>	-	SATCOM DIRECT	<input type="checkbox"/>
TE	TCAS:	YES <input type="checkbox"/> NO <input type="checkbox"/>	NR	NRS CAPABLE:	YES <input type="checkbox"/> NO <input type="checkbox"/>
RM	RAIM / GPS EQUIPMENT:	FD <input type="checkbox"/> FD BARO <input type="checkbox"/> FDE <input type="checkbox"/> FDE BARO <input type="checkbox"/>	GM	GPS MASK ANGLE:	
NZ	NOISE CATEGORY:	STAGE II <input type="checkbox"/> STAGE III <input type="checkbox"/> STAGE IV <input type="checkbox"/>	MI	MISCELLANEOUS:	

### CERTIFICATIONS

AA	AUSEP:	YES <input type="checkbox"/> NO <input type="checkbox"/>	OW	OVERWATER:	YES <input type="checkbox"/> NO <input type="checkbox"/>
ME	MNPS:	YES <input type="checkbox"/> NO <input type="checkbox"/>	RV	RVSM CERTIFIED:	YES <input type="checkbox"/> NO <input type="checkbox"/>
RP	RNP:	RNP4 <input type="checkbox"/> RNP10 <input type="checkbox"/>	C3	CAT III APPROVED:	YES <input type="checkbox"/> NO <input type="checkbox"/>

### ATS INFORMATION

EQ	USA EQ SUFFIX:		ER	EMERGENCY RADIO:	ELT <input type="checkbox"/> VHF <input type="checkbox"/> UHF <input type="checkbox"/>
DL	DATALINK TYPE:	SAT <input type="checkbox"/> HF <input type="checkbox"/> VHF <input type="checkbox"/> UHF <input type="checkbox"/>	SE	SURVIVAL EQ:	MARITIME <input type="checkbox"/> POLAR <input type="checkbox"/> DESERT <input type="checkbox"/> JUNGLE <input type="checkbox"/>
SC	SELCAL CODE:		JA	LIFE JACKET EQ:	FLORESCENT <input type="checkbox"/> LIGHTED <input type="checkbox"/>
DN/DC	DINGHIE NUMBER:	DINGHIE CAPACITY:	CC	DINGHIE CANOPY COLOR:	
AC	AIRCRAFT COLOR:		TF	TYPE OF FLIGHT:	G <input type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> M <input type="checkbox"/> X <input type="checkbox"/>

### NAVCOM INFO

S	STANDARD IFR EQ:	<input type="checkbox"/>	D	DME:	<input type="checkbox"/>	S	MODE S:	<input type="checkbox"/>
C	LORAN C:	<input type="checkbox"/>	I	INS:	<input type="checkbox"/>	D	ADS CAPABLE:	<input type="checkbox"/>
G	GPS:	<input type="checkbox"/>	H	HF RADIO:	<input type="checkbox"/>	C	MODE A or MODE C:	<input type="checkbox"/>
U	UHF RADIO:	<input type="checkbox"/>	J	DATALINK:	<input type="checkbox"/>	N	NO SURVEILLANCE EQ:	<input type="checkbox"/>

### MISCELLANEOUS INFO

EA1	ETOPS - 1 LESS ENGINE KTAS :	ET	ETOPS – APPROVAL TIME:
-	PAYLOAD PER PASSENGER:	NC	ICAO LINE 10 NAVCOM INFO: