GENERAL TERMS

1. **Agreement.** The specific software, software-as-a-service, hardware and/or services for which you have contracted (the “Offering”) will be identified in a print or electronic document identified as “proposal”, “order”, “agreement” or similar name (the “Order Form”). Order Forms identify each transaction’s contracting entities, pricing and related provisions and may reference or link to supplemental terms, agreements or policies and references to Order Forms includes such documents. The Order Form, together with these General Terms (“GTCs”) form a single contract (the “Agreement”).

2. **Parties.** “Honeywell”, “we”, “us” or “our” means Honeywell International Inc. or Affiliate(s) who execute or assent to the Order Form. “You” or “your” means collectively the other entities executing or assenting to the Order Form. “Affiliate” means any entity that controls, is controlled by, or is under common control with, another entity. An entity “controls” another if it owns directly or indirectly a sufficient voting interest to elect a majority of the directors or managing authority or otherwise direct the affairs or management of the entity.

3. **Fees.** Fees are invoiced in advance with invoices payable within 30 days of invoice date unless set out in the Order Form. Payments are in USD (unless agreed by us in writing) and must be made in accordance with the “Remit To” field on each invoice. Disputes as to invoices must be accompanied by detailed supporting information and if not raised within 15 days of invoice receipt are deemed waived. We reserve the right to correct any inaccurate invoices which must be paid by the original invoice payment due date or the issuance date of the corrected invoice, whichever is later. Your obligation to pay is not contingent on our performance under different agreements or your receipt of payment from other parties and you may not set off any invoiced amounts against any amount due from us. Fees do not include applicable taxes all of which are your responsibility and payable by you (excluding taxes on our income). We may invoice sales and related taxes (e.g. VAT) unless you provide a valid exemption certificate in advance. For material breach or late payment we may, without prejudice to any other legal or equitable remedies, suspend performance and charge late fees up to 1.5% and collection costs including reasonable attorneys' fees. We may take remedial action or impose additional credit obligations if there is an adverse change in your creditworthiness. We are not liable for increased costs caused by you or your service providers and may reasonably adjust fees to reflect any such costs.

4. **Term.** The Agreement commences on the effective date of, and continues for the duration in, the Order Form unless terminated earlier (the “Term”). The non-breaching party may terminate if the other party materially breaches and fails to cure within 30 days of written notice. We may terminate upon written notice if you are insolvent, attempt to obtain protection from creditors or wind down operations. Upon termination or expiry: (a) you must pay amounts due; and (b) if requested, return or destroy all Confidential Information and certify the same in writing; except for automatically generated backup copies, anonymized data or if maintained for legal purposes. The GTCs and those portions of the Agreement that by their nature should survive, survive termination or expiration.

5. **Confidentiality.** All non-public, confidential or proprietary information disclosed by a party to the other party in performance of this Agreement (“Confidential Information”) shall be protected using the same degree of care, but no less than reasonable care, as the recipient uses to protect is own Confidential Information and shall not, without the written consent of the disclosing party, be used or disclosed except for the purpose of this Agreement and only by the receiving party’s affiliates, employees and service providers who are bound to substantially similar obligations of confidentiality and have a need to know. Each Party will be responsible for any breaches of the confidentiality obligations by its affiliates, employees or service providers. Receiving party will keep Confidential Information confidential for 5 years from disclosure. Except as set out in this Agreement, information will not be Confidential Information unless (a) marked “CONFIDENTIAL” or similar at disclosure; (b) disclosed orally or visually but identified as confidential at disclosure; (c) should reasonably be understood to be confidential given the nature of the information which is sensitive and non-public. Confidential Information excludes information that: (a) was already known to recipient without restriction; (b) is publicly available through no fault of recipient; (c) is rightfully received by recipient from a third party without a duty of confidentiality; or (d) is independently developed. A party may disclose Confidential Information when compelled to do so by law if it provides prior notice to the other party and reasonable opportunity to contest or limit disclosure, unless a court orders that the other party not be given notice. The Agreement contents and the internal operation and performance of the Offering are our Confidential Information.

6. **Privacy.** Data about you, users and/or your or their employees, customers, contractors or Affiliates that is recognized under applicable law as “personal data” or equivalent terms (“Personal Data”) may be processed in relation to the Agreement, including: (i) data subjects - employees of you and your customers, contractors or Affiliates; and (ii) data categories - name, contact information (e.g. addresses, emails and telephone), IP address, location, images, video and system, facility, device or equipment usage data. If the applicable laws of a jurisdiction recognize the roles of “controller” and “processor” as applied to Personal Data then, as between you and us, you act as controller and we act as processor and shall process Personal Data on behalf of and in accordance with your documented instructions, the Agreement and applicable laws and only to the extent, and for so long as necessary, to provide, protect, improve or develop the Offering and/or related services and perform rights and obligations under the Agreement. You authorize us to share Personal Data with sub-processors located in any jurisdiction, provided we use legally enforceable transfer mechanisms and contractually require them to abide by similar terms with regards to processing of Personal Data. We
have no liability arising from processing of Personal Data in compliance with the Agreement. You will, at your cost and expense, defend, indemnify and hold harmless us and our Affiliates, sub-contractors and licensors from and against all losses, awards and damages (including attorneys’ fees), arising out of claims by third parties related to our possession, processing or use of Personal Data in accordance with the Agreement. We shall refer data subject requests to you and provide reasonable assistance to enable you to: (a) comply with requests; (b) enable security; (c) respond to complaints or inquiries or conduct any impact assessments; and (d) verify compliance with our obligations in this Clause (including participating in Personal Data audits), provided you reimburse all reasonably incurred costs. Upon termination we shall delete or anonymize all Personal Data, except if required or permitted by applicable law for compliance, audit or security purposes. If we believe any instruction will violate applicable privacy laws, or if applicable law requires us to process Personal Data relating to data subjects in the European Economic Area (“EEA”) in a way that is not in compliance with your or your users documented instructions we shall notify you in writing, unless the law prohibits such notification on important grounds of public interest. We shall upon request make available the identity of sub-processors and “Restricted Rights” and only as commercial end items.

For purposes of FARs, DFARs and access by governmental authorities, the Offering is “commercial computer software”, “commercial computer software documentation” and “restricted data” provided to you under “Limited Rights” and “Restricted Rights” and only as commercial end items.

7. Limitation. EXCEPT IF STATED OTHERWISE IN THE AGREEMENT OR FOR FEES PAYABLE, NEITHER PARTY WILL BE LIABLE FOR INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS OR REVENUES. EXCEPT IF STATED OTHERWISE IN THE AGREEMENT, FOR FEES PAYABLE OR EXCLUSIONS, EACH PARTY’S CUMULATIVE AND AGGREGATE LIABILITY WILL BE LIMITED TO DIRECT DAMAGES IN AN AMOUNT EQUAL TO THE GREATER OF: (a) TOTAL AMOUNTS PAID UNDER THE AGREEMENT DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE ASSERTION OF ANY CLAIM; OR (b) U.S. $50,000. ALL CLAIMS THAT A PARTY MAY HAVE SHALL BE AGGREGATED AND MULTIPLE CLAIMS SHALL NOT ENLARGE THE FOREGOING LIMIT. OUR LIABILITY UNDER EVALUATION OR TRIAL RIGHTS IS LIMITED TO U.S. $1,000. The following are “Exclusions”: (i) claims resulting from either party’s fraudulent or willful misconduct; (ii) a party’s breach of confidentiality obligations (except in relation to Personal Data for which the cap applies); (iii) a party’s indemnity obligations under Section 6 (Privacy) or Section 8 (IP Indemnification); and (iv) infringement, misappropriation or violation by a party, its Affiliates or users of the other party’s or its Affiliates’ intellectual property rights. All claims and causes of action must be brought within the earlier of six months of being discovered or one year after end of the Agreement. Nothing precludes a party from seeking declaratory, injunctive or other equitable relief from a court of competent jurisdiction. THELIMITATIONS AND EXCLUSIONS APPLY TO ALL CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR IN RELATION TO THE AGREEMENT REGARDLESS OF FORM.

8. IP Indemnification. We will, at our cost and expense, defend, indemnify and hold harmless you and your Affiliates and sub-contractors, from and against all losses, awards and damages (excluding attorneys’ fees), solely to the extent arising out of claims by third parties that your use of the Offering as provided by us and in accordance with the terms governing such Offering, infringed, violated or misappropriated their valid intellectual property rights; provided that, with respect to patents, our obligation is limited to U.S. patents issued before the Agreement becomes effective. We have no indemnification obligations to the extent a claim arises from: (a) data you provide; (b) your use of the outputs of the Offering or unauthorized use; (c) combining the offering with goods, technology or services not supplied by us; (d) modifications by anyone other than us; or (e) compromise or settlement made by you without our written consent. If the Offering is held, or we believe it may be, infringing, we may undertake at least one of the following with respect to the allegedly infringing materials at our option: (i) procure a license to allow your use; (ii) modify them to make them non-infringing; or (iii) procure a license to a reasonable substitute product. If we cannot do one these after a reasonable period, we may terminate the Agreement by notice and refund a pro-rata portion of pre-paid fees received during the applicable period without any further liability. This clause sets out your sole and exclusive remedies for claims the Offering infringes, violates or misappropriates third party intellectual property rights. Our obligations under this Section are contingent upon you notifying us in writing of a claim or other event requiring defense or indemnification promptly upon becoming aware thereof. We shall have the sole right to control the defense and/or settlement of each claim and you shall provide all reasonable assistance.

9. Compliance: You must comply with all laws and regulations applicable to your use of Offering including data privacy or localization, anti-bribery and export control laws (i.e. export to embargoed, prohibited or restricted countries or access by prohibited, denied or designated persons) and your rights to use the Offering is subject to such compliance. For purposes of FARs, DFARs and access by governmental authorities, the Offering is “commercial computer software”, “commercial computer software documentation” and “restricted data” provided to you under “Limited Rights” and “Restricted Rights” and only as commercial end items.
10. **Channel Partners.** We may appoint parties to resell or support Offerings, and/or distribute, integrate or bundle them with devices, systems or equipment ("Channel Partners"). Channel Partners are independent entities who unilaterally set pricing and related terms which may include "first line" support and we are not responsible for their acts, omissions, statements or warranties. Channel Partners accessing an Offering on your behalf are your users. We are not responsible for acts or omissions of third parties you retain. If we end our relationship with a Channel Partner through whom you purchased or operate the Offering, you may designate a successor by provision of written notice to us within 10 business days of becoming aware they are no longer our Channel Partner. If we do not receive such notice from you, we may transfer you to a party we select. If the predecessor had been paying fees on your behalf and fails to pay us, you are responsible for payment until transition to the successor is complete.

11. **Law, Dispute.** The Agreement and any dispute, controversy, difference or claim arising out of or relating to it ("Dispute") will be: (a) governed by the substantive laws of the jurisdiction listed below and determined by the legal domicile of the contracting entities identified in the Order Form without regard to conflicts of laws principles, and excluding the United Nations Convention on the International Sale of Goods of 1980 (and any amendments or successors thereto); and (b) resolved under the procedural rules in the forums so indicated (i) North, Central, South America. If the Honeywell contracting party is formed in any country in North, Central or South America (including United States, Canada, Mexico, Brazil etc.), the laws of the State of New York, USA will govern and the federal or state courts in New York, New York, USA will have exclusive jurisdiction of any Dispute; (ii) China Bilateral, if both contracting parties are formed in The People’s Republic of China (excluding Taiwan, Hong Kong and Macau), the laws of The People’s Republic of China will govern and any Dispute shall be submitted to China International Economic Trade Arbitration Commission ("CIETAC") Shanghai Sub-Commission for final and binding arbitration under CIETAC’s arbitration rules in effect at the time of applying for arbitration, using three arbitrators, one each selected and appointed by the respective parties within 30 days of the arbitration request date and the third selected by the Chairman of CIETAC; (iii) China Unilateral, if the Honeywell contracting party is formed in The People’s Republic of China and your contracting party is formed elsewhere, then the laws of England and Wales will govern and any Dispute shall be referred to and finally resolved by arbitration, held in Singapore, administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of SIAC then being in force, with the tribunal consisting of 3 arbitrators and the parties each making their arbitrator selections within 30 days of the arbitration request date; (iv) AsiaPac, if the Honeywell contracting entity is formed in Korea, Hong Kong, Malaysia, Singapore, Indonesia, Vietnam, Australia, or New Zealand, the laws of the country in which the Honeywell entity is formed will govern and disputes will be resolved by final and binding arbitration in accordance with the rules of arbitration, noted below with the place of arbitration selected by Honeywell: (a) Singapore, Indonesia, Vietnam, Australia, New Zealand, - in accordance with the arbitration rules of the Singapore International Arbitration Center; (b) Korea - Disputes shall be settled in accordance with the International Arbitration Rules of the Korean Commercial Arbitration Board, with the tribunal consisting of 3 arbitrators; (c) Hong Kong – Disputes shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre ("HKIAC") under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted, with the arbitration panel consisting of 3 arbitrators; (d) Malaysia - in accordance with the Rules for Arbitration of the Kuala Lumpur Regional Arbitration Centre, and (d) Taiwan - in accordance with the arbitration rules of the local Arbitration Act; or (v) Unlisted. if the Honeywell contracting entity is formed in any other country, the laws of England and Wales will govern and disputes will be finally resolved by a panel of three arbitrators in accordance with the Rules for Arbitration of the International Chamber of Commerce, with London, England as the place of arbitration. The language of all arbitrations under any subsection of this Clause will be English. Judgment upon any award rendered by the arbitrators identified may be entered in any court having jurisdiction. Such award will be payable in the currency of the Agreement. Until the award is entered, either party may apply to the arbitrators for injunctive relief and/or seek from any court having jurisdiction, interim or provisional relief if necessary to protect the rights or property.

12. **Miscellaneous.** We may assign or transfer the Agreement on written notice. During the term and 24 months after, we or our designee can, during normal business hours upon reasonable notice, access, inspect and audit, your compliance with the Agreement and you will furnish such information and access to personnel as we may reasonably request. You may not assign or transfer the Agreement without our prior written consent. Notices must be sent by reputable overnight courier to a party’s address specified in the Order Form and deemed given three business days after sending. Failures in performance beyond a party’s reasonable control are excused (except failure to pay). Unenforceable provisions will be reformed to permit enforceability with maximum effect to the original intent. Waiver of a breach is not waiver of other or later breaches and waivers must be in writing. The parties are independent contractors of the other. The controlling version of these GTCs is this English language version regardless translation. Each Agreement is the entire agreement with respect to the Offering identified, superseding all prior or contemporaneous written and verbal agreements or proposals and cannot be modified except by written agreement. Conflicts among the Agreement will be resolved by giving precedence as follows: (a) any attachment that states its precedence is before other terms of the Agreement for its subject matter; (b) GTCs; and (c) Order Form. Customer purchase orders are identified only to authorize payment and any terms or conditions in any customer purchase order are not a part of the Agreement or controlling.
HARDWARE TERMS

1. **Agreement.** The hardware for which you have contracted and purchases or subscribed (the “Hardware”) will be identified in a print or electronic document identified as “proposals”, “order”, “agreement” or similar name (the “Order Form”). Order Forms identify each transaction’s contracting entities, pricing and related provisions and may reference or link to supplemental terms, agreements, or policies and references to Order Form includes such documents. The Order Form together with these hardware terms (the “Hardware Terms”) form a single contract (the “Agreement”).

2. **Parties.** “Honeywell”, “we”, “us” or “our” means Honeywell International Inc. or Affiliate(s) who execute or assent to the Order Form. “You” or “your” means collectively the other entities executing or assenting to the Order Form. “Affiliate” means any entity that controls, is controlled by, or is under common control with, another entity. An entity “controls” another if it owns directly or indirectly a sufficient voting interest to elect a majority of the directors or managing authority or otherwise direct the affairs or management of the entity.

3. **Delivery.** The Order Form and purchase orders (“POs”) specify the delivery schedule and the location of delivery. Hardware delivery terms are EXWORKS (Incoterms 2010) our designated facility, except we are responsible for obtaining export licenses. Delivery dates are estimates. Risk of loss or damage passes to you on delivery. We shall invoice you for all shipping, handling, customs, insurance, and similar charges incurred by us in shipping the Hardware to you. We reserve the right to ship the Hardware to you freight collect. You must promptly notify us if any of the Hardware is not satisfactory and comply with our instructions regarding any unsatisfactory Hardware. If we have not received any notice to the contrary within 7 days after delivery, you are deemed to accept Hardware as being satisfactory. You may not cancel or defer delivery of the Hardware after we have accepted the Order Form or a PO without our written approval, which may be subject to your payment of cancellation and other charges.

4. **Fees, Sale, Subscription.** Fees are set out in the Order Form and/or PO. We reserve the right to change prices for Hardware at any time (other than for accepted orders) and to correct accidental pricing errors. For Hardware you purchase you obtain title upon later of delivery and full payment. For Hardware provided on subscription basis; (i) we retain title and you have no right or interest, except as expressly provided in writing, and possess it subject and subordinate to our rights; (ii) you will keep Hardware free and clear from any liens or encumbrances; (iii) you shall grant immediate notice of any attachment or process affecting Hardware or title; (iv) you are liable for the costs of repair or replacement of Hardware if damaged or lost due to theft, negligence, intentional acts or other causes within your, your employees or service providers reasonable control; (v) you grant, subject to the terms of the Agreement, a non-exclusive, non-transferable, non-sublicensable, worldwide (subject to export restrictions) license to you to use Hardware for the term. We reserve the right to make changes in design of Hardware without obligation to make equivalent changes to Hardware that has previously been supplied. You shall return (or at our option, destroy) Hardware to which we have title within 20 days of the end of the Agreement.

5. **Embedded Software.** We grant to you a limited, worldwide (subject to export restrictions), non-exclusive, non-transferable, revocable, license to software incorporated within the Hardware (“Embedded Software”) solely for use with Hardware. We and our affiliates and licensors and suppliers own all intellectual property rights in the Embedded Software, and reserve all rights not expressly granted to you in the Hardware Terms. We may automatically check your version of Embedded Software, device security control settings, and network accessibility and automatically send updates in order to maintain compatibility with our offerings, provide the latest security updates, and enhancements.

6. **Acceptable use.** You may use Hardware in a commercially reasonable manner in accordance with the written instructions provided with it or by us, as updated by us or the Hardware manufacturer from time to time. You are expressly prohibited from doing any of the following to Hardware, or using it for purposes of, or in connection with: (a) distribution in any manner not authorized by us; (b) modifying or tampering with it or Embedded Software; (c) utilizing in a manner that competes directly or indirectly with the us; (d) provide maintenance or consulting services related to it; and (e) interfering with the proper functioning of it. Any unauthorized use of the Hardware may result in termination or suspension rights to use the Hardware and/or the Agreement. Hardware are not goods for use primarily for personal, family or household purposes, or consumer goods. You must not use Hardware in any way that would reasonably be expected to cause liability or harm to us or third parties. Honeywell and our Affiliates may use anonymized system and operational data collected from Hardware to provide, protect, improve or develop our products or services.

7. **Warranty.** We warrant Hardware will comply with our applicable specifications and be free from material defects in workmanship and material for 12 months from delivery for Hardware you purchase, or the period of the subscription for Hardware you subscribe for (the “Hardware Warranty”). The Hardware Warranty does not cover any Hardware that is (a) improperly installed or used; (b) damaged by accident or negligence, including failure to follow the proper maintenance; (c) damaged as a result of (i) modification or alteration by you or any other party, or (ii) operation under conditions beyond the specified operating parameters set out in the applicable published specifications, (iii) use in violation of the Agreement; or (v) repair or service of the product by anyone other than us or our authorized representatives. The Hardware Warranty is non-transferable. If Hardware fails, you must contact us to request a Return Materials Authorization to obtain a replacement. Failed Hardware must be returned at your expense in the box in which your replacement Hardware is shipped within 20 business days of receipt of the replacement using the freight label included. If the Hardware is not in compliance with the Hardware Warranty, shipping of the repaired or replaced product will be at our expense. You will be charged for any failed Hardware not so returned or for returned Hardware not covered by the Hardware Warranty. Replacement is your sole and exclusive remedy for Hardware failures.
This Master Services Agreement (“MSA”) is entered into between Honeywell International Inc. ("Honeywell") and the undersigned Buyer ("Buyer") and is effective as of the date of last signature below ("Effective Date"). Honeywell and Buyer are sometimes referred to separately as “Party” and collectively as the “Parties.”

1. Definitions.
“Data” means Honeywell’s master library of aviation information and data provided in conjunction with any Services and includes “Source Data.”

“Media” 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 and other media, operating instructions and manuals.

“Equipment” means equipment procured under a separate agreement or purchase order, including but not limited to handsets, antennas, docking stations, pagers, and LRUs.

“Proposal” means Honeywell’s proposal to Buyer

“Service Addendum” means the specific Service Addendum terms and conditions, executed by Buyer and accepted by Honeywell.

“Services” means the services provided by Honeywell to Buyer in the applicable Service Addendum(s).

2. Applicability. Unless a written agreement between Buyer and Honeywell specifically provides for superseding this MSA, this MSA applies to all Service Addendums entered into on or after the Effective Date and to applicable Services provided by Honeywell to Buyer.

The Parties agree that this is a contract for services and not a contract for goods within the meaning of the Uniform Commercial Code, as adopted in the State of New York and as may be hereafter amended. As a result, Article 2 of the Uniform Commercial Code does not apply.

3. Orders. The terms and conditions stated in this MSA and in the applicable Service Addendum(s) govern the relationship between Honeywell and Buyer regardless of any contrary or conflicting provisions that may appear in Buyer’s purchase order. Buyer’s silence or acceptance or use of the Services constitutes its acceptance to the terms of this MSA and the Service Addendum.

4. Responsibilities of the Parties.
4.1 Buyer may be assigned one or more system passwords or keys. The Buyer is solely responsible for all charges incurred for each password and key and for maintaining password and key security.

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

4.3 Buyer agrees to comply with the financial obligations stated in this MSA and the applicable Service Addendum.

4.4 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.

4.5 “Input Data” means data and other information that Buyer or persons acting on Buyer’s behalf input, upload, transfer or make accessible in relation to, or which is collected from Buyer or third party devices or equipment by, the Services. Honeywell and its affiliates have the right to retain, transfer, disclose, duplicate, analyze, modify and otherwise use Input Data to provide, protect, improve or develop Honeywell products or services. Honeywell and its affiliates may also use Input Data for any other purpose provided it is in an anonymized form that does not identify Buyer. This Section survives expiration or termination of this MSA.

5. Term & Termination, Renewal.
A. This initial term of this MSA is five (5) years. For any applicable Service Addendum(s) the initial term is one (1) year from the Effective Date, unless otherwise set forth in the applicable Service Addendum. After the initial term, the MSA and applicable Service Addendum(s) will automatically renew for successive extension terms of one (1) year. If any Service Addendum entered into pursuant to the terms of this MSA is effective at the time of the expiration of this MSA, then this MSA will continue to survive for the purposes of such effective Service Addendum only until the expiration or other termination of such Service Addendum.

B. Excluding the initial term, either Party may terminate a Service Addendum, within the successive extension term(s), upon providing thirty (30) days prior written notice.

Upon termination of this MSA and applicable Service Addendum(s) for any reason, Buyer will be responsible for payment of all Service and usage fees (including but not limited to all hourly costs, travel expenses and related performance costs) through the date of termination. No refunds will be provided in the event Buyer terminates pre-paid Services. Buyer remains responsible for outstanding amounts pursuant to the “Payments and Invoicing” section of the MSA.

C. Termination for Cause and Bankruptcy. A Party may terminate this MSA and any Service Addendum by giving written notice to the other Party upon the occurrence of any of the following events:

(i) the other Party materially breaches this MSA or Service Addendum and fails to remedy the breach within sixty (60) calendar days after receipt of written notice that specifies the grounds for the material breach;

(ii) Buyer fails to make any payment required to be made under this MSA or Service Addendum when due and fails to remedy the breach within three (3) calendar days after receipt of written notice of non-payment;

(iii) any insolvency or suspension of the other Party’s operations or any petition filed or proceeding made by or against the other Party

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under any state, federal, or other applicable law relating to bankruptcy, arrangement, reorganization, receivership, or assignment for the benefit of creditors or other similar proceedings;

(iv) Honeywell may suspend performance under this MSA and any Service Addendum at Buyer’s expense if Honeywell determines that performance may cause a safety, security, or health risk; or

(v) Service may be immediately discontinued in the event Honeywell determines, in its sole judgment, there has been (a) any misuse, reselling, illegal use or fraudulent use of any Service, Data or Media, or (b) 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.

Termination does not affect any debt, claim, or cause of action accruing to any Party against the other before the termination. The rights of termination provided in this clause are not exclusive of other remedies that either Party may be entitled to under this MSA, any Service Addendum, or in law or equity.

6. Proprietary Information and Use. The Parties acknowledge that Honeywell may need to share Proprietary Information during the term of this MSA or Service Addendum.

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

For the purposes of this MSA and any Service Addendum, all pricing information provided by Honeywell, Licensed Software defined below, and Data shall be deemed to be Proprietary Information, whether or not marked as such, and shall not be disclosed by the Buyer to any third party without the prior written permission of Honeywell.

Buyer will not disclose to a third party any other information concerning this MSA or applicable Service Addendum nor the terms of this MSA or applicable Service Addendum, without first obtaining the express, written consent of Honeywell; except, however, Buyer may disclose such terms in confidence: (i) to any court or governmental body or agency compelling such disclosure, but only to the extent so compelled with express prior written notice to Honeywell; (ii) as otherwise may be required by any law and the rules or regulations promulgated under such law; or (iii) to its respective parent companies, directors, accountants, auditors, insurers, attorneys, financial advisors and other representatives with a reasonable need to know the terms of this MSA or applicable Service Addendum. Notwithstanding the foregoing, Buyer may freely disclose to third parties that the Parties have entered this MSA and applicable Service Addendum.

All Proprietary Information is supplied in confidence solely for the use of Buyer under this MSA and applicable Service Addendum and remains the property of Honeywell. Buyer agrees not to use, or permit use, or disclose, or permit disclosure, of any Proprietary Information except in accordance with the Data and Software Licenses granted under this MSA and applicable Service Addendum. Buyer shall protect Proprietary Information using the same degree of care it uses to protect its own proprietary information or property, but in no case less than a reasonable degree of care. Buyer has no duty to protect information that is: (i) developed by Buyer independently of Honeywell as supported by Buyer’s written records; (ii) obtained without restriction by Buyer from a third party who had a legal right to make such disclosure; or (iii) publicly available other than through a breach of this MSA.

Within thirty (30) calendar days after the termination of this MSA or the Service Addendum, whichever is later, or upon written request of Honeywell, Buyer will return Proprietary Information and all copies to Honeywell. If not returned, Buyer will destroy and provide a written confirmation of destruction to Honeywell, except for any such Proprietary Information that exists only as part of regularly generated electronic backup data or archive data, the destruction of which is not reasonably practicable.

The Parties will comply with all data privacy laws when processing personal data for the purposes of this agreement.

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

7. Software License

7.1 Definition

“Licensed Software” means software, including all related updates, changes, revisions and documentation, if any, that Buyer is entitled to use under the terms of this Agreement and which is not subject to a separate software license between the parties.

7.2 License. Subject to Buyer’s compliance with the terms of this Agreement, Honeywell grants to Buyer and Buyer accepts a nontransferable, nonexclusive license, without the right to sublicense, to use the Licensed Software in the ordinary and normal operation of the Product on which it is installed or with which it is intended to be used under this license.

7.3 Ownership. Honeywell (and its licensors, if applicable) retains all title to the intellectual property related to all material and software provided under this Agreement.

7.4 Transfer of Licensed Software. Buyer may transfer its license to use the Licensed Software to a third party only in conjunction with Buyer’s sale of any Honeywell or Buyer product on which the Licensed Software is installed or with which it is used. Buyer’s transfer of the Licensed Software as authorized herein must be under terms consistent with and no less stringent than the terms set forth in this Agreement. Except as specifically permitted in this Agreement, the Licensed Software may not be sublicensed, transferred or loaned to any other party without Honeywell’s prior express written consent.

7.5 Copies. Unless specifically authorized by Honeywell in writing, Buyer is prohibited from making copies of Licensed Software except for backup purposes. Buyer will reproduce and include all Honeywell proprietary and copyright notices and other legends both in and on every copy made.

7.6 Protecting Integrity. Buyer may not directly or indirectly make any effort to deconstruct the software provided, including, but not limited to: translating, decompiling, disassembling, reverse assembling, reverse engineering, creating derivative works or compilations, or performing any other operation to obtain any portion of its contents. Buyer will take all reasonable actions necessary to prevent unauthorized access, disclosure or use of the software provided.

7.7 Refinement. Notwithstanding the warranties provided elsewhere herein, Buyer acknowledges that Licensed Software may be product, aircraft, or sensor specific and, as such, may require reasonable adjustment or refinement to suit Buyer’s specific requirements. Subject to the receipt of adequate written notice
and reasonable aid from Buyer, Honeywell will make reasonable, commercial efforts to accomplish reasonable adjustments or refinements for up to 90 calendar days after initial delivery of the Licensed Software. This shall not restrict Honeywell’s ability to make further adjustments and refinements, at its discretion, to the Licensed Software more than 90 day calendar days after initial delivery of the Licensed Software.

7.8 Negation of Other Licenses. Except as expressly granted herein, no license or right, including sublicensing rights, either expressly, implicitly, by estoppel, conduct of the parties, or otherwise, is granted by Honeywell to Buyer.

Subject to Buyer’s compliance with the terms and conditions of this MSA and any applicable Service Addendum, if the Licensed Software has been delivered to Buyer for demonstration or evaluation purposes, Buyer may use such Licensed Software for a period of ninety (90) days from the date the Licensed Software is delivered to Buyer. After the ninety (90) day period, Buyer agrees to either (a) cease using and return the Licensed Software to Honeywell, or (b) pay the applicable license fee for Buyer’s continued use of the Licensed Software and abide by the provisions set forth in this “Data and Software License” section.

The licenses granted under this MSA and any applicable Service Addendum are effective on the Effective Date and continue until terminated as provided under this MSA or any Service Addendum. Honeywell may terminate this license immediately if Buyer defaults under the terms of this MSA or any Service Addendum. Upon termination of this license, Honeywell may repossess the Media, Data, Licensed Software, and other provided information and all copies without further notice. Promptly upon termination of this license, Buyer must immediately cease all use of the Media, Data, Licensed Software, and other provided information and return or destroy, as directed by Honeywell, all copies of the Media, Data, Licensed Software, and other provided information. All clauses under this “Data and Software License” section which, by their nature, should survive the termination of this license, will survive the termination of this license.

8. Restrictions on Transfer and Use. Buyer agrees not to resell or re-bill any Services, Licensed Software, Data or Media to any other individual or entity.

The use of expired Data for actual air navigation (i.e., when superseded by updated Data made available by Honeywell) is prohibited. Buyer may provide Data to authorized aircraft service centers for updating onboard aircraft equipment.

9. Sale or Transfer. In the event of sale or transfer of an aircraft or Equipment which utilizes a Service, Buyer agrees to notify Honeywell in writing of such transaction and is responsible for all charges incurred prior to such notification. Buyer’s notification to Honeywell, in writing, of the sale or transfer of the aircraft or Equipment utilizing a Service will be deemed a termination of Service(s) for the specified aircraft or Equipment.

10. Service Fees / Financial Obligations. Service fees are set forth in the applicable Service Addendums. Reference to Honeywell’s standard pricing (“Standard Pricing”) means then-current pricing set by Honeywell and applicable to Services. Honeywell reserves the right to modify its Standard Pricing at its sole discretion and without notice.

11. Pricing, Payment and Invoicing. All charges and other amounts due for Services provided under this MSA or any Service Addendum, whether authorized or not, will be the responsibility of Buyer and shall be 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 reserves the right to correct any invoices that deviate from this “Payment and Invoicing” section or the “Pricing and Payment Terms” section of the applicable Services Addendum.

Honeywell’s pricing excludes all taxes (including but not limited to, sales, use, excise, value-added, and other similar taxes), tariffs and duties (including but not limited to, amounts imposed upon the Product(s) or bill of material thereof under any Trade Act, including, but not limited to, the Trade Expansion Act, section 232 and the Trade Act of 1974, section 301) and charges (collectively, “Taxes”). Buyer will pay all Taxes resulting from this Agreement or Honeywell’s performance under this Agreement, whether imposed, levied, collected, withheld, or assessed now or later. If Honeywell is required to impose, levy, collect, withhold, or assess any Taxes on any transaction under this Agreement, then in addition to the purchase price, Honeywell will invoice Buyer for the such Taxes unless at the time of order placement, Buyer furnishes Honeywell with an exemption certificate or other documentation sufficient to verify exemption from the Taxes.

If any Taxes are required to be withheld from amounts paid or payable to Honeywell under this Agreement, (a) such withholding amount will not be deducted from the amounts due Honeywell as originally priced, (b) Buyer will pay the Taxes on behalf of Honeywell to the relevant taxing authority in accordance with applicable law, and (c) Buyer will forward to Honeywell, within 60 days of payment, proof of Taxes paid sufficient to establish the withholding amount and the recipient.

In no event will Honeywell be liable for Taxes paid or payable by Buyer. This clause will survive expiration or any termination of this Agreement.

Buyer must notify Honeywell of a change in Buyer’s billing address and contact information; failure to do so does not remove Buyer’s obligation to pay for Services.

Payments must be in U.S. currency and must be made via electronic fund transfer. Unless otherwise agreed to in writing by Honeywell, payment by credit card is not permitted. Buyer will send an email to GCTSAERRemittance@Honeywell.com on or before the date of such electronic fund transfer advising remittance detail containing a minimum Buyer’s Order number, Honeywell’s invoice number and the amount paid per invoice. Buyer agrees to pay a service fee in the amount of five hundred US dollars ($500.00) for each occurrence for its failure to include the remittance detail and minimum information described above. Disputes as to invoices must be accompanied by detailed supporting information and are deemed waived 15 days following the invoice date. Honeywell reserves the right to correct any inaccurate invoices. Any corrected invoice must be paid by the original invoice payment due date or the issuance date of the corrected invoice, whichever is later. Buyer must pay the undisputed amount of the invoice within the original invoice payment due date.
Accomplishes that Honeywell may obtain elements of.

Parties may agree in writing.

performing Party is actually delayed or for any other period as the

of performance will be extended by the period of time that the non

componen

declared or not (or impending threat of any of the foregoing, if such

insurrection, civil

regional medical crises, (5) labor strikes or lockouts, (6) riots, strife,

weather conditions, or any other acts of God, (4) quarantines or

thereof, (2) any other acts of any governmen

Force Majeure events may include but are not limited to: (1) delays

Service

than ninety (90) days, either Party may terminate the appl

("force majeure"). If the inability to perform continues for longer

of thirty (30) calendar days unless otherwise specified. Any disputes with respect to invoiced amounts will be deemed

 waived if not raised in writing to Honeywell within the thirty (30)

day payment period. In the event payments are not made in a timely

manner, Honeywell may in its sole discretion do any of the following

without prior notice: (1) be relieved of its obligations with respect to

guarantees, including without limitation, turnaround times, spares

support and lead-times; (2) refuse to process any credit to which

Buyer may be entitled; (3) set off any credit or sum owed by

Honeywell to Buyer against any undisputed amount owed by Buyer
to Honeywell; (4) withhold performance and future shipments to

Buyer; (5) declare Buyer’s performance in breach and terminate any

Order; (6) repossess Products for which payment has not been made;

(7) deliver future shipments on a cash-with-Order or cash-in-advance

basis; (8) assess late charges on delinquent amounts at a rate of 1.5% per month or the maximum rate permitted by law, if lower, for each month or part thereof; (9) charge storage or inventory carrying fees on Products; (10) recover all costs of collection including, without limitation, reasonable attorneys’ fees; (11) if Buyer is delinquent on a payment schedule, accelerate all remaining payments and declare the total outstanding balance then due and owing; or (12) combine any of the above rights and remedies as may be permitted by applicable law. The above remedies are in addition to all other remedies available at law or in equity.

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.

12. 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 ninety (90) days, either Party may terminate the applicable Service Addendum by providing written notice to the other Party. Force Majeure events may include but are not limited to: (1) delays or refusal 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.

13. Service Provider and Service Provider Liability. Buyer acknowledges that Honeywell may obtain elements of Data or

Services from third party providers. These Data or Services may be pursuant to contracts that may contain limitations or disclaimers of liability on behalf of the third party providers, 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 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 such third party service provider.

14. Warranty / Disclaimer of Warranties. OTHER THAN AS SET FORTH IN “DATA AND SOFTWARE LICENSE” ABOVE, SERVICES, LICENSED SOFTWARE, MEDIA AND DATA ARE PROVIDED BY HONEYWELL “AS IS” WITHOUT WARRANTY OF ANY KIND; THAT THEY CONTAIN INFORMATION FURNISHED BY OTHERS WHO ARE NOT UNDER THE CONTROL OF HONEYWELL; AND THAT HONEYWELL MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES AND DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES AGAINST INFRINGEMENT. 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.

HONEYWELL DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES REGARDING WHETHER THE SERVICES WILL PRODUCE ANY SPECIFIC RESULT OR PERFORM ANY PARTICULAR FUNCTION.

Honeywell’s Services are advisory in nature only, and the pilot in command of any given flight is responsible for the safe operation of the flight.

15. Available Remedies. EXCEPT WHERE SPECIFIED TO THE CONTRARY, THE EXPRESS REMEDIES PROVIDED IN THIS MSA AND THE APPLICABLE SERVICE ADDENDUM 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 SERVICES THAT GAVE RISE TO THE CLAIM DURING THE PREVIOUS TWELVE (12) MONTHS.

16. 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 AND ANY SERVICE ADDENDUM IS LIMITED TO THE CONTRACT PRICE FOR THE SPECIFIC 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
Honeywell

LIMITED TO NEGLIGENCE), BY OPERATION OF LAW, OR OTHERWISE.

17. 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, Licensed Software, Data or Media 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 or unauthorized use by Buyer, its successors or assigns of the Services, Licensed Software, Data or Media provided under this MSA or any Service Addendum. 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) calendar 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).

18. Indemnities Against Patent and Copyright Infringement. Honeywell will defend Buyer against any suit arising out of any actual or alleged patent or copyright infringement of a valid United States patent or copyright, to the extent based on the Product as delivered by Honeywell, and indemnify for any final judgment assessed against Buyer resulting from such suit provided that Buyer notifies Honeywell in writing promptly after Buyer is apprised of the third-party claim, and Buyer agrees to give sole and complete authority, information and assistance (at Honeywell’s reasonable expense) for the defense and disposition of the claim. Honeywell will not be responsible for any compromise or settlement made without Honeywell’s prior written consent. Because Honeywell has sole control of resolving infringement claims hereunder, in no event will Honeywell be liable for Buyer’s attorney fees or costs.

Honeywell will have no liability or obligation to defend and indemnify Buyer to the extent FAR 52.227-1 “Authorization and Consent” applies to Buyer’s prime or higher-tier contract for infringement of an United States patent and Buyer is not subject to any actions for claims, damages, losses, costs and expenses, including reasonable attorneys’ fees by a third party.

Honeywell will have no liability or obligation to defend and indemnify Buyer with respect to claims of infringement arising out of or based on: (a) Products supplied pursuant to Buyer’s designs, drawings or manufacturing specifications; or (b) Products used other than for their ordinary intended purpose as documented in the Product documentation; or (c) any combination of the Product with any article or service not furnished by Honeywell; or (d) use of other than the latest version of software Product released by Honeywell; or (e) any modification of the Product other than a modification by Honeywell; or (f) damages based on a theory of liability other than infringement by the Product.

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 “Indemnity Against Patent and Copyright Infringement” section for any claim against Honeywell based upon a claim of infringement resulting from (a), (b), (c), (d), or (e) of the preceding paragraph.

If a claim of infringement is made, or if Honeywell believes that such a claim is likely, Honeywell may, at its option, and at its expense: (a) procure for Buyer the right to continue using the Product; (b) replace or modify the Product so that it becomes non-infringing; or (c) accept return of the Product or terminate Buyer’s license to use the infringing Product in the case of a software Product and grant Buyer a credit for the purchase price or license fee paid for such Product, less a reasonable depreciation for use, damage, and obsolescence. Further, Honeywell may cease shipping infringing Products without being in breach of this Agreement.

If the final judgment assessed against Buyer is based on the revenue generated from the use of the Product, as opposed to from the sale of the Product by Honeywell to Buyer (whether alone or in combination with any article or service not furnished by Honeywell), then Honeywell’s liability under this indemnity, exclusive of defense costs, shall be limited to a reasonable royalty based on the contract price paid by Buyer to Honeywell for the Product that gave rise to the claim.

Any liability of Honeywell under this “Indemnity Against Patent and Copyright Infringement” is subject to the provisions of the “Limitation of Liability” section of this Agreement.

This “Indemnity Against Patent and Copyright Infringement” section states the Parties’ entire liability, sole recourse and their exclusive remedies with respect to patent and copyright infringement claims. All other warranties against infringement or misappropriation of any
intellectual property rights, statutory, express or implied are hereby disclaimed.

19. Title and Risk of Loss. Buyer assumes all risk of loss and damage to Media, if any, supplied as part of this MSA or any Service Addendum, including any loss or damage resulting from mishandling or abuse, while such Media is in Buyer's possession or in transit if returned to Honeywell. All rights, title and interest in such Media shall remain with Honeywell or Honeywell's service provider at all times.

20. 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, Licensed Software or Media previously delivered except as may be provided herein.

21. 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, Licensed Software, Media, Services, Equipment, transfers or technical data as a result of government actions that impact Honeywell's ability to perform, including:
(a) The government’s failure to provide, or the government’s cancellation of, export or re-export licenses;
(b) 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
(c) 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.

The Buyer will not sell, export, re-export, divert or otherwise transfer any Honeywell products, technology or software for China military end-use or end-users, Russian military end-use or end-users, Ukrainian military end-use or end-users unless otherwise authorized by the U.S. Government or local country regulations from where the product is being exported from.

The Buyer acknowledges that United States law and the selling countries law prohibits the sale, export or re-export, diversion or transfer, or other participation in any export transaction involving Honeywell products with individuals or companies listed in the DoC’s Table of Denial Orders, the U.S. Treasury Department’s list of Specially Designated Nationals (SDNs) or the U.S. Department of State’s list of individuals debarred from receiving Munitions List items and other applicable lists, i.e., Entity List as well as the Denial Person/Company list of the selling country.

The Buyer will abide by all applicable United States and/or selling country export control laws and regulations for all products, software or technology purchased from Honeywell and will obtain any licenses or approvals required by the U.S. Government and/or the selling country’s Government prior to the sale, export, re-export, diversion or other transfer of Honeywell product, software or technology. If the Buyer provide any repair services, the Buyer further certifies we have adequate processes in place to ensure that our end users comply with the requirements of this certification.

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

23. Governing Law. This MSA and all matters related to this Agreement and any Service Addendum will be governed by construed in accordance with, and enforced under, the laws of the state of New York, U.S.A., without regard to conflicts of law principles. Honeywell and Buyer expressly agree to exclude this MSA and all Service Addendums 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.

24. Language. These terms and conditions and all documentation and communications required there under shall be in the English language.

25. Severability. In the event any provision of this MSA or any Service Addendum is determined to be illegal, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this MSA or such Service Addendum will not be affected and, in lieu of such illegal, invalid, or unenforceable provision, there will be added as part of this MSA or such Service Addendum, as applicable, one or more provisions as similar in terms as may be legal, valid and enforceable under applicable law.
26. Dispute Resolutions. Any dispute arising out of or relating to this MSA or any Service Addendum, 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 or any Service Addendum, 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 subject matter, then either Party may, in its sole discretion, elect to have such dispute adjudicated before the courts as specified in “Governing Law” herein, 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.

27. Assignment. Buyer will not assign any rights or obligations under this MSA or any Service Addendum without the advance written consent of Honeywell, which consent will not be unreasonably withheld. Any attempt to assign or delegate in violation of this clause will be void.

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

29. Order of Precedence. In the event of a conflict or inconsistency between the terms of the following documents, the following order of precedence shall control:

1. The applicable Service Addendum (including those documents incorporated therein by reference); and then
2. This MSA.

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

31. Notices. All notices between the Parties that relate to the performance or administration of this MSA or any Service Addendum 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:

- Honeywell International Inc.
  Aerospace
  Flight Support Services
  21111 North 19th Ave
  Phoenix, AZ 85027
  Mailstop: N19C5
  Attn: Sr. Manager, Customer Support

For legal notices, send an additional copy to:

- Honeywell International Inc.
  Aerospace
  1944 E. Sky Harbor Circle
  Mail Stop 2102-406
  Phoenix, AZ 85034
  Attn: General Counsel

Notices will be deemed received when delivered either:
(i) Two (2) calendar days after mailing by certified mail, return receipt requested and postage prepaid; or
(ii) One (1) business day after deposit for next day delivery with a commercial overnight carrier provided the carrier obtains a written verification of receipt from the receiving Party; or
(iii) The same day if presented in person, by facsimile or electronic mail.

32. Entire Agreement. This MSA and any applicable Service Addendum 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. Except as expressly stated in this MSA, this MSA and any applicable Service Addendum will not be varied except by an instrument in writing subsequently accepted by an authorized representative of each Party.
Addendum H- Honeywell Forge Connectivity Services


1. General.

(i) In accordance with this Service Addendum, Honeywell agrees to provide Buyer with Honeywell’s Honeywell Forge Connectivity Services which include the services specified in Honeywell’s Proposal, if applicable, and in Buyer’s Services Application form as agreed to by Honeywell.

(ii) Honeywell Forge Cabin Connectivity

Provision of Services.

(a) Honeywell shall make the Service(s) available as described in the Proposal and any Honeywell’s documentation referenced in the Proposal.

(b) Honeywell shall provide Services through its own networks and networks of its suppliers. Configuration for the Buyer user terminals to receive access to Honeywell Forge Cabin Connectivity services will be identified in the service activation report that Honeywell will provide to Buyer when the service activation process is completed by Honeywell. Buyer is obliged to configure its satcom equipment in accordance with the details as provided by Honeywell in the network operation activation report to ensure correct network operation and the pricing agreed in the Proposal.

(c) Upon Buyer’s request, Honeywell will issue a login for Buyer that enables the Buyer to monitor the traffic (call log) and status of the relevant satellite system.

Buyer’s Obligations. As of the Effective Date Buyer shall:

(a) Ensure the continued accuracy of all information that Buyer provides to Honeywell, and validate that aircraft details, aircraft registration certificate and already installed satcom hardware or cockpit communication hardware details are correct. For the avoidance of doubt, Honeywell shall not be liable for loss of revenue due to late, incomplete or inaccurate information, or no information provided by Buyer; and

(b) have an obligation to pay charges as outlined in the Proposal, hereunder also in the event that Buyer's failure to comply with the Technological Fraud Prevention Procedures defined in the Proposal has allowed Technological Fraud (as defined in the Proposal) to take place.

(c) Buyer agrees to install a compatible router and configure it to meet its network needs. Honeywell will provide reasonable support as needed for the installation and the configuration of the routers.

(d) Buyer in addition agrees to take responsibility for all engineering cost associated with the certification of the routers.

(e) In case of early termination of the Service reimburse Honeywell for all accumulated charges, including those resulting from commitments entered into with suppliers to provide contracted services to Buyer.

(f) Buyer acknowledges that collection of certain data may fall within category of personal data for which Buyer acts as the Data Controller and thus is required to obtain necessary consents of the data subjects as per the applicable data privacy laws. Honeywell acts as Data Processor and processes certain personal data of the Buyers data subjects for the purpose of this Addendum for a period of the validity of the MSA provided that is allowed to transfer personal data to 3rd countries as USA, India or Mexico.

Regulatory Obligations of Honeywell. Honeywell shall use all reasonable endeavors to procure and maintain any governmental authorization necessary for the provision of the Services and use reasonable endeavors to comply with all statutes, by-laws, regulations and requirements of any government or other competent authority applicable to Honeywell, save always that the procurement or maintenance of all governmental authorizations shall be at the reasonable discretion of Honeywell in any country or flag state where the relevant authority imposes onerous financial, commercial, regulatory, technical or similar-in-nature requirements as a condition of granting such licenses.

Regulatory Obligations of the Buyer. The Buyer:

(a) assumes responsibility for all governmental authorizations (including activation and billing requirements) that may be required for the Service provision or operation of User Terminals in its country, or in all countries where the Buyer carries on business in relation to the Services, or where the User Terminals are operated. On request from Honeywell, the Buyer shall use all reasonable endeavors to provide documentary proof to Honeywell of any such governmental authorizations;

(b) is obliged to comply with all applicable government export regulations and the like for Service and use of User Terminals under a Honeywell license in particular countries;

(c) is obliged to obtain all registrations under relevant data protection legislation, if any;

(d) is obliged to provide, subject to legal obligations (including without limitation, any relating to data protection legislation) which so preclude, all information to Honeywell to the extent reasonably necessary to enable Honeywell to respond to regulatory requirements, such as legal intercept/forced routing of traffic, terminal directories, or traffic reports without undue delay;

(e) assumes responsibility for the payment of all applicable import taxes and duties arising from the import of User Terminals and promotional goods and/or publicity material for the Services.

(iii) Honeywell Forge Support

Remote Support. For Remote Support the following shall apply:

(a) A Hotline for basic first-line trouble shooting is available 24/7 for the Buyer as shown on the Cabin Connectivity webpage or +1 602-365-6416 (international) or +1 888-377-5375 (US toll free) or e-mail: FSSTechSupport@honeywell.com.

(b) The Honeywell Support team strives to solve any case as fast as reasonably possible, depending of the problem and information available. Whenever a Support case is too complex for immediate solving, or further information is needed or not available, Honeywell may register the case in Honeywell’s ticketing system at its full discretion. Any support ticket will be taken action on by appropriate
On-site Support. For On-site Support, the following applies:

(a) On-site Support may be based on Buyer’s request and is either a part of an ongoing support case, or is a part of a consultancy service delivery.

(b) Honeywell may charge for On-site Support sessions according to defined line items (tasks) and travel/accommodation expenses at its full discretion.

(c) Date and location for On-site Support will be agreed upon in writing.

(d) It is Buyer’s responsibility that the wiring and availability of all involved terminals, hardware, devices and their interconnectivity are finalized beforehand (i.e. routers, Wi-Fi, RJ45, laptops, tablets, printers, fax, TV, etc.).

(e) When work is performed on Buyer’s premises, Buyer shall provide for all necessary access application for Honeywell employees in advance. Buyer shall inform Honeywell of any restrictions and/or special obligations to be complied with when work on Buyer’s premises. Should any such obligations or restrictions be beyond industry standards and Honeywell employees reasonably not comply with it, Honeywell will have no obligation to provide on-site work at the premises of the Buyer, but will seek an amicable solution with the Buyer on a location where the work can be performed.

(f) Honeywell’s employees are committed to perform their obligations in compliance with Honeywell’s Business Code of Conduct: https://honeywell.com/About/Pages/code-of-business-conduct.aspx

(g) Preventing unintended Airtime usage is the responsibility of the Buyer. Honeywell will provide reasonable assistance to the Buyer, for the purpose of preventing any form of misuse that causes unnecessary Airtime usage.

(h) Whenever possible, the Buyer is obliged to ensure that alternative internet access is available (including high speed internet) instead of satellite link, to increase efficiency and to prevent excessive satellite Airtime usage.

(iv) Honeywell Forge Access

Honeywell will provide Honeywell Forge Access Services to Buyer for the use of internet services onboard the aircraft. Honeywell Forge Access is an optional service that can be enabled / disabled directly by the Buyer.

(a) Buyer will be charged directly by Honeywell for the internet service(s) used, via a credit card or pre-paid voucher. Honeywell will collect the Buyer’s payment through Honeywell’s gateway infrastructure and will not invoice the usage to the Buyer.

(b) Buyer will be authorized to enable and disable Honeywell Forge Access via the Honeywell Forge portal.

(v) DIRECTV

Honeywell will provide in-flight entertainment through DIRECTV FOR BUSINESS in accordance with the COMMERCIAL CUSTOMER AGREEMENT located at http://www.directv.com/cms3/commercial/pdf/commercial_agreement.pdf. The Service to be provided includes Program Choices and Receiving Equipment. Buyer must subscribe to a base package in order to receive additional Services such as premium movie services or sports subscriptions. All programming selections have their own rates, terms and conditions. Information about programming is at www.directv.com/business. “The customer will be billed directly by DIRECTV for all subscription packages chosen. When Honeywell becomes the dealer of service for a DIRECTV customer, Honeywell will bill the customer annually a support maintenance fee for the first DIRECTV receiver and for each additional receiver. The support fee will be billed annually on the anniversary of Honeywell becoming the customers DIRECTV dealer of record. Honeywell will provide Tier 1 DIRECTV support.

Note: This service offering is only for “Standard Definition” in the future when DIRECTV upgrades its Satellites to “High Definition” we will no longer be able to offer DIRECTV through the current system.”

(vi) Global Mobile Data (3G/4G)

Honeywell will provide Global Mobile Data services through AT&T Machine-to-Machine Wireless Services (M2MWS). Global Mobile Data service provides Buyer with the ability to make Machine-to-Machine data and messaging wireless communications using the AT&T Network and its global roaming parts.

Buyer may only order M2MWS for use with Acceptable Applications on Approved Devices. Please consult your Honeywell Forge sales representative for a list of approved devices. Customers must purchase all SIMs for use with Global Mobile Data Service from Honeywell with an associated service plan. Customers may not program, re-program, or tamper with a SIM in any manner. Customers may not insert SIMs into Devices bearing an AT&T mark, or Devices that were purchased from AT&T that have been packaged with an AT&T SIM.

The North America (NA) plan includes monthly data allowance and overage for data usage in US and Canada only within the Zone A region. All other Zone A and B countries will be billed at the roaming rate. The WORLD Plan includes a monthly data allowance and overage rate for all Zone NA and Zone A countries and overage. All other countries will be billed based on actual usage at the roaming rate.

The Global Mobile Data services is available through AT&T and available only within the operating range of each AT&T wireless system in AT&T Markets and where roaming is available through other carriers (each, a “Service Area”). Customers can view United States coverage information at http://www.wireless.att.com/coverageviewer/#?type=data. Service Areas are limited to locations within the fifty United States and its territories. AT&T may add or delete Service Areas. Mobile Data Service may be interrupted, delayed or otherwise limited for a variety of reasons, including but not limited to: atmospheric conditions; terrain and/or environmental conditions such as trees or buildings; unavailability of radio frequency channels; system capacity limitations and specific hardware.

Roaming is available where AT&T and the local provider have contractual arrangements permitting roaming. International roaming is generally available to the countries located at http://www.wireless.att.com/travelguide/coverage/roaming/step1.jsp. Actual roaming availability at any time may differ due to changes in networks, carrier or national policies, equipment or network limitations, or other reasons. AT&T reserves the right at any time to restrict international data roaming to certain countries as it sees fit. Some countries cannot be blocked from international data roaming. International data roaming rates and availability are set forth in the

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Rate Plan descriptions. Service should not be used for permanent roaming in India or Brazil without AT&T’s advance written authorization.

The selection of the data speed will be determined by the technology of the Device along with the carrier network. AT&T and its roaming partner may also introduce new technologies or retire or modify an existing Technology used in its Network, which may affect the availability or operation of certain Services and/or the functioning of particular Customer Devices.

(vii) Buyer’s Obligation
In its access to and use of the Service, Buyer may be subject to certain laws and regulations. The Buyer must ensure that any such regulatory approvals have been granted, as required by the relevant regulatory authorities or other relevant regulatory body and that there shall be no approval obligations imposed upon Honeywell in connection with the Service.

(a) Buyer agrees to purchase the Service outlined in the Proposal from Honeywell and commits, throughout the term, to strictly comply with the below conditions (b-k).

(b) Comply with all copyright and other intellectual property rights related to the content accessed via the Service.

(c) Comply with all technical specifications and operational requirements of Honeywell as may be required by Honeywell.

(d) Provide in a timely manner, technical information as Honeywell may reasonably require and ensure that it is accurate in all material respects.

(e) Be responsible (at its own cost and expense) for preparing and maintaining the relevant premises/aircraft for the supply of the Services, in accordance with all applicable laws, before and during the supply of the Services at those premises/aircraft;

(f) Maintain internet connectivity subscription necessary for the access to and the use of the Services. For the avoidance of doubt, the fees outlined in the Proposal do not include charges related to usage of satellite airtime or any other internet connectivity required to receive the Service.

(g) Be fully responsible for all content accessed and to ensure that the Service is used and the content is accessed for a lawful purpose and does not result in any criminal offence being committed in a relevant jurisdiction.

(h) Fully ensure that all Buyer’s equipment is in good working order and suitable for the purposes for which it is used in relation to the Services and conforms to all relevant standards or requirements, including all applicable airborne certifications and approvals, where necessary. Minimum specifications and recommendations for Buyer’s equipment and equipment configuration will be determined and are subject to change from time to time by Honeywell. Buyer's equipment means any equipment, systems, internet bandwidth, cabling or facilities used directly or indirectly in the supply of the Service. For the avoidance of doubt the fees outlined in the Proposal are not refundable and will continue to apply in circumstances where Buyer’s equipment is in need of repair or replacement thus preventing the provision of the Services via Internet connectivity.

(i) Rightfully obtain and maintain all necessary licenses and consents and comply with all relevant legislation in relation to the installation, configuration and use of the Buyer's equipment, in all cases before the date on which the Services are to be provided.

(j) Fully comply with all third-party licenses and consents, terms and conditions of use in any third party contracts for the use of the Buyer’s equipment and for any hardware or software provided.

(k) Confirm that the Service is solely for Buyer’s personal, lawful, non-commercial use in connection with content accessed that Buyer is lawfully entitled to view.

(viii) Honeywell Forge Filter
Honeywell will provide its Honeywell Forge Filter service on request to Buyer, who would like to lower their usage of SwiftBB IP-traffic service by blocking the use of specified internet applications or web-sites. Honeywell Forge Filter is a service provided to existing Buyers of Honeywell who already use SwiftBroadband (SwiftBB) Background IP data service via Honeywell ground internet infrastructure. The Service is based on inspection of the IP-packet content followed by an application of pre-defined sets of filters detailed in this Service Activation Form.

(ix) Conditions of Honeywell Forge Filter
Regardless of the use of Honeywell Forge Filter and contrary to any interpretation of the Service function and purpose, it is understood that the Buyer remains fully responsible for (a) accessing all content that the Buyer was able to accesses by using Honeywell data services, (b) purpose of use, (c) intent of use or (d) any other action that the Buyer was able to perform or tried to perform by using IP data service provided by Honeywell to Buyer’s aircraft.

2. Network Service

(i) The Service provided is subject to the availability of capacity on a satellite network, and visibility of the satellite constellation. The Service may be temporarily unavailable or limited due to (a) capacity limitations or emergency preemption as required by the satellite network’s Federal Communications Commission; (b) modifications, upgrades, repairs; and (c) activities of the network operators as necessary for the proper or improved operation of the Service. For the Buyer provided antenna or antenna subsystem, the Buyer acknowledges and agrees that Honeywell is not responsible for any Service interruptions caused by the constellation as a whole, individual satellites, spot beams, or visibility of any individual satellite.

(ii) HONEYWELL DOES NOT PROVIDE EMERGENCY PUBLIC SAFETY CONNECTIONS OR MISSION CRITICAL MESSAGING THROUGH THE SERVICE. THESE SERVICES, IN PART AND ENTIRELY, ARE NOT CERTIFIED FOR SAFETY OF LIFE AND PROPERTY. Further, these Services are not subject to the provisions of International Civil Aviation Organization safety services for which communications may be independently certified.

(iii) Service is provided subject to Buyer’s compliance with all licensing requirements of the jurisdiction in which the Equipment is installed.

(iv) The Service may from time to time undergo routine tests and adjustments as necessary for maintenance, modifications, improvements or changes. Buyer acknowledges that such activity may result in a temporary interruption of Service. In most cases the dual redundant nature of the architecture will allow access to Data on an alternate server. In cases where Service will be interrupted entirely, Honeywell will make commercially reasonable efforts to alert the upcoming maintenance window in advance, and to select low traffic times.

3. Termination or Cancellation of Service.
In the event Services are canceled (by either Party), Buyer agrees to notify Honeywell of its new services provider. Buyer further agrees it is solely responsible and will pay pursuant to the payment terms set forth.
Honeywell

herein, for any airborne transmission’s charges invoiced to Honeywell by its datalink services suppliers after Buyer’s cancellation of Services. In case of termination/cancellation where aircraft ownership is retained by Buyer, Buyer shall continue to be responsible for payment to Honeywell for any charges incurred or invoiced pursuant to the terms set forth herein.

4. Pricing.
In addition to the “Pricing, Payment and Invoicing” section of the MSA, the following terms and conditions are also applicable:

(i) Buyer is responsible for any airborne transmissions charges invoiced to Honeywell by its services suppliers resulting from Buyer’s failure to appoint and maintain a current services provider.

(ii) ANY CHARGES CAUSED BY UNINTENDED TRAFFIC/DATA CONNECTIONS, WILL BE THE RESPONSIBILITY OF THE BUYER EVEN IF THE BUYER WAS NOT THE USER AND/OR DID NOT AUTHORIZE IT.

5. Available Remedies. HONEYWELL’S SOLE OBLIGATION AND BUYER’S EXCLUSIVE REMEDY UNDER THIS SERVICE ADDENDUM IS LIMITED TO, IN HONEYWELL’S ELECTION AND IN ITS SOLE DISCRETION, EITHER (1) PROVISION OF ADDITIONAL SERVICES BY HONEYWELL IN AN AMOUNT EQUAL TO THE AMOUNT CHARGED BY HONEYWELL TO BUYER FOR THE SINGLE MONTH IN WHICH SERVICES WERE PROVIDED CONTAINING MATERIAL ERROR IN INFORMATION SUPPLIED BY HONEYWELL OR (2) REFUND BY HONEYWELL TO BUYER OF FEES EQUAL TO THE AMOUNT CHARGED BY HONEYWELL TO BUYER FOR THE SINGLE MONTH IN WHICH SERVICES WERE PROVIDED CONTAINING MATERIAL ERROR IN INFORMATION SUPPLIED BY HONEYWELL. Buyer must notify Honeywell in writing of any such material error in any of the services provided pursuant to this Service Addendum within ten calendar (10) days after Buyer’s discovery. Any action pertaining to this Service Addendum must be brought within one (1) year of the occurrence of the event on which it is based. Buyer's rights to these remedies are conditioned upon the software or accompanying diskette or compact disc not being exposed or subjected to any of the following:

a. Any maintenance, installation, operation or use which is improper or otherwise not in compliance with Honeywell’s instruction;
b. Any alteration or modification by anyone other than Honeywell or those specifically authorized by Honeywell;
c. Any accident, contamination, foreign object damage, abuse, neglect or negligence after delivery to Buyer; or
d. Any damage precipitated by failure of a service not supplied by Honeywell.

Honeywell’s obligations under this Service Addendum are conditioned on Buyer’s obligation to maintain records which will accurately reflect the nature of any unsatisfactory condition of the Services. Honeywell, at its request, shall be given access to such records for substantiating claims for evaluation and modification of the Services.

THIS REMEDY IS EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES.


Addendum H- Honeywell Forge Connectivity Services (03-2020)
(ii) Intellectual Property Rights. Honeywell is committed to complying with Intellectual Property copyright and related laws and requires all users of the Service to comply with these laws.

In accordance with the Digital Millennium Copyright Act of 1998 (the “DMCA”) and other applicable laws, it is Honeywell’s policy to reserve the right to terminate the provision of Services to any Honeywell customer who infringes upon the intellectual property rights of another, including repeat infringers, or who Honeywell believes, in its sole discretion, is infringing upon such rights. Under the DMCA, anyone who knowingly makes misrepresentations regarding alleged copyright infringement may be liable to Honeywell, the alleged infringer, and the affected copyright owner for any damages incurred in connection with the removal, blocking, or replacement of allegedly infringing material.

Copyright owners may report alleged infringements of their works that are accessed through the Service by providing Honeywell a notification of claimed infringement that satisfies the requirements of the DMCA. Upon Honeywell’s receipt of a satisfactory notice of claimed infringement, Honeywell shall notify the user associated with the alleged infringement. If the affected customer or user believes in good faith that the allegedly infringing works have been removed or blocked by mistake or misidentification, then that person may send a counter-notification to Honeywell within the timeframe directed by Honeywell in the notification. Upon Honeywell’s receipt of a counter-notification that satisfies the requirements of DMCA, Honeywell will provide a copy of the counter-notification to the claimant of the alleged infringement and will follow the DMCA’s procedures with respect to a counter-notification.

In all events, Honeywell and its suppliers will not be a party to any dispute or lawsuit regarding alleged copyright, or export control infringement, or any other claims concerned with or raising from use of Services by Buyer. The Buyer shall indemnify and hold harmless Honeywell and its suppliers of any and all claims from any and all third parties relating to any illegal and/or unethical use of Services.

(iii) AUP Enforcement and Notice. Although Honeywell has no obligation to monitor the Services and/or its network, Honeywell and its authorized Resellers and/or suppliers reserve the right at any time and from time to time to monitor bandwidth, usage, transmissions, and content in order to operate the Services, identify violations of any provision of the AUP, or protect the Honeywell network and Services, or the rights of Honeywell’s suppliers.

If the Services are used in a way that Honeywell, in its sole discretion, believes it violates provisions of the AUP, Honeywell may take any responsive actions it deems appropriate, including a warning, suspension or termination of the Services; or refusing to transmit or post, or removing or blocking, any information or materials, in whole or in part. Neither Honeywell nor its affiliates, subsidiaries, suppliers, officers, directors, employees or agents will have any liability for any of these responsive actions. These actions are not Honeywell’s exclusive remedies and Honeywell may take any other legal or technical action it deems appropriate.

When feasible, Honeywell may provide Buyer with a notice of AUP violation via e-mail or otherwise allowing Buyer to promptly correct such violation. Honeywell reserves the right, however, to act immediately and without notice to suspend or terminate affected Services in response to a court order or government notice that certain conduct must be stopped or when Honeywell reasonably determines, that the conduct may: (a) expose Honeywell or its suppliers to sanctions, prosecution, civil action or any other liability, (b) cause harm to or interfere with the integrity or normal operations of Honeywell’s network or any networks with which Honeywell’s network is interconnected, (c) interfere with another user’s use of the Services or a public or private network (d) violate any applicable law, rule or regulation, or (e) otherwise present an imminent risk of harm to Honeywell, its supplier or customer.

The failure of Honeywell to enforce this AUP, for whatever reason, shall not be construed as a waiver of any right to do so at any time. Buyer agrees that if any portion of this policy is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect.

The provisions of this AUP are not meant to be exhaustive. Generally, any conduct that violates laws, regulations, or the accepted norms and ethics of the Internet community or the community at large, whether or not expressly mentioned in this AUP, is prohibited.

Honeywell does not endorse or in any way vouch for any content or made available through the Service. Any content on or made available through the Service does not constitute or reflect the views or approval of Honeywell or any of its directors, officers, employees, subsidiaries, affiliates or suppliers.

Upon termination of the Service(s), Honeywell is authorized, without obligation, to delete any files, programs, data and e-mail messages associated with Buyer’s accounts.

(iv) Internet Provisions. Buyer acknowledges that content on or made available through the Service might consist of, include and/or provide access to images, sound, messages, text, services or other content and material that may be unsuitable for minors and that may be objectionable to many adults. Buyer acknowledges and agrees that Honeywell is not responsible for any such content or material and that access to same through use of the Service is at the Buyer’s sole risk. The reliability, availability, legality, performance and other aspects of resources accessed through the Service are beyond Honeywell’s reasonable control. Buyer acknowledges that safeguards relative to copyright, ownership, appropriateness, reliability, legality and integrity of content may be entirely lacking with respect to the Internet and content accessible through it.

Buyer agrees that use of the Service is at the Buyer’s sole risk. Service is provided using a public internet connection using various transmission technologies, such as satellite, 3G/4G, Wi-Fi and others as Honeywell may make available in future, and the Buyer should take all precautions for the security of the Buyer’s device and information. Because of the number of possible sources of information available through the Service, uncertainties of electronic distribution and transmission technologies, there may be interruptions, delays, omissions, inaccuracies, or other problems with such information or the Service. If Buyer rely on the Service or any material available through the Service, Buyer does so at his/her own risk. Buyer understands that the Buyer is solely responsible for any damage caused by use of the Service, including without limitation, damage to computer systems, loss of data, or other harm that results from any material and/or data downloaded from, transmitted by, or otherwise provided through or in connection with the use of the Service.