UNIVERSAL AVIONICS SYSTEMS CORPORATION
NAVIGATION DATABASE
END USER LICENSE AGREEMENT

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The following terms of this End User License Agreement ("Agreement") govern Customer's access to and use of the Software, except to the extent there is a separate signed agreement between Customer and Universal governing Customer's use of the Software. To the extent of a conflict between the provisions of the foregoing documents, the order of precedence shall be (i) the signed agreement and (ii) this End User License Agreement. Any terms contained in a purchase order or any other document provided by Customer that are inconsistent with the terms hereof are null and void.

For the purposes of this Agreement, the term "Software" shall include (i) the Navigation Database software; (ii) documentation including all written information (whether contained in user or technical manuals, training materials, specifications or otherwise) specifically pertaining to Navigation Database and made available by Universal with the Navigation Database software in any manner (including CD-Rom or online); and (iii) media containing Navigation Database or pertaining to Navigation Database; and (iv) updates, if any, provided to Customer under this Agreement.

1.   **LICENSE, SUPPORT AND CUSTOMER RESPONSIBILITY.**

     1.1   **LICENSE.** Subject to all terms of this Agreement and the timely payment of fees by Customer, which are non-refundable, Universal grants to Customer a non-exclusive, non-transferable license, without the right to grant sublicenses, to use one (1) copy of the Software during the term of this Agreement solely for the following purposes (the "Navigation Database License").

        1.1.1   Customer's license to use the Software shall be limited to, and Customer shall not use the Software in excess of a single aircraft or simulator training device equipped with a Universal Flight Management System ("FMS") owned or controlled by Customer. A separate license subscription is required for each aircraft or simulator training device using Universal's Software.

        1.1.2   Customer may use the Software in any number of Universal Flight Planning Software installations licensed by Customer without any additional licenses other than the license requirements described in Section 1.1.1, above.

        1.1.3   Customer may use the Software in conjunction with a Universal FMS Trainer ("FMST") without an additional license provided that the number of FMSTs does not exceed the number of licenses purchased under Section 1.1.1. If the number of Customer's FMSTs exceeds the number of licenses purchased under Section 1.1.1, then Customer may use the Software on its FMSTs if Customer purchases additional licenses for such additional FMSTs.

     Customer may make one (1) copy of the Software solely for backup purposes. Customer agrees not to modify the Software, remove any notices or markings on the Software, or reverse compile, reverse

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    1.2   **SUPPORT.** During the term of this Agreement, Universal will:

        1.2.1   provide Customer with updates to the Software at the time such updates are released to all Software customers. An annual subscription license service includes thirteen updates shipped on a 28-day cycle. The navigation information is only valid for the 28-day period for which it was produced. New updates are also available on Universal's website prior to the effective date of each cycle update.

        1.2.2   use commercially reasonable efforts during normal business hours to answer Customer's questions via telephone or email with respect to the installation and operation of the Software. Any errors in the Software reported by Customer to Universal will be corrected by Universal, as appropriate, in Universal's sole discretion. This Section 1.2.2 is Universal's sole obligation and Customer's sole remedy for any errors in the Software.

    1.3   **CUSTOMER RESPONSIBILITY.** The Customer has the ultimate responsibility to ensure that its end user verifies that the navigation data is current, valid, and appropriate for the intended operation. By using Universal's navigation database contained in the Software, the Customer agrees to the navigation data quality requirements established by Universal, a copy of which can be obtained from Universal upon request. The Customer also should become familiar with applicable notices to airmen (NOTAMs), Jeppesen NavData Alerts, Navtech FMS Navdata bulletins, NFD alert notifications, and Universal Navigation Data notices and alerts that may affect operation and should ensure that all of its end users are familiar with the same. Finally, the Customer should ensure that its end user promptly notifies Universal if it discovers an error or inconsistency in the data.

2.   **OWNERSHIP.** This is a license, not a transfer of title to the Software and Universal retains ownership of all license rights to all copies of the Software. There are no implied rights or licenses granted under this Agreement.

3.   **CONFIDENTIALITY.** Customer acknowledges and agrees that use of the Software is furnished to Customer on a confidential and secret basis for the sole and exclusive use of Customer and not for resale. Customer shall not publish, disclose, or otherwise divulge to any person, at any time, either during or after the term of this Agreement, any non-public information regarding the Software (including without limitation any passwords or other access codes provided by Universal), without the prior written consent of Universal. Customer shall implement reasonable security measures to protect the confidentiality of the Software.

4.   **TERM AND TERMINATION.** This Agreement and the Navigation Database License granted herein shall commence on the date of acceptance by Universal of the Software order and shall remain in effect for the term of the Navigation Database License subscription purchased by Customer unless terminated early in accordance with the terms hereof. The foregoing Navigation Database License shall terminate immediately and without prior notice for any breach of this Agreement by Customer. Upon any such termination, Customer shall immediately destroy or delete any and all Software and promptly confirm in writing to Universal that Customer has done so. All confidentiality obligations of Customer and all limitations of liability and disclaimers shall survive termination of this Agreement.

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7. **GENERAL.**

This Agreement shall be governed by the laws of the State of Arizona, without regard to conflict of laws principles, and the state and federal courts located in Tucson, Arizona, shall have sole jurisdiction over any dispute arising hereunder, and the parties hereby consent to the personal jurisdiction of such courts. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Neither this Agreement, nor any rights hereunder, may be assigned by operation of law or otherwise, in whole or in part, by Customer without the prior, written permission of Universal. Any purported assignment without such permission shall be void. Any waiver of any rights of Universal under this Agreement must be in writing, signed by Universal, and any such waiver shall not operate as a waiver of any future breach of this Agreement. The parties acknowledge that the Software is subject to the export control laws of the United States of America, including the U.S. Bureau of Export Administration regulations, as amended, and hereby agree to obey any and all such laws. The parties agree not to take any actions that would cause either party to violate the U.S. Foreign Corrupt Practices Act of 1997, as amended. This Agreement is the entire agreement between the parties with respect to this subject matter, and supersedes any and all prior or contemporaneous, conflicting or additional communications, negotiations or agreements.

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