

BendixKing AeroWave™ Activation



1. Company, Contacts and Credit Card

1.1 Company

Company or Owner name:			
Address (Street):			
Address (City/Town):		ZIP code:	
State:		Country:	

1.2 Contacts

Name of contact:		Title:	
E-mail of contact:			
Telephone # of contact:	Office:	Cell:	
Name of billing contact (if different from above):		Title:	
E-mail of billing contact:			
Telephone # of billing contact:	Office:	Cell:	
Address (Street):			
Address (City/Town):		ZIP code:	
State:		Country:	

1.3 Credit Card

A representative will call the appropriate contact in section 1.2 to process the credit card. Please provide instructions on when to call or how best to contact you here.

Comments:	
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2. Technical Information

2.1 Aircraft information

Manufacturer	
Model	
Fuselage SN	
Tail No / Call Sign	
ICAO / Mode-S	

2.2 System information

Manufacturer	BendixKing
Model	AeroWave 100
Part number	90402045
S/N	
Mod Status	

NOTE: You may include a photo of the label

BendixKing AeroWave™ Activation



2.4 If you are moving services from another SATCOM provider we will need the name of the provider.

Previous SATCOM Provider (if any)	
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2.6 Inmarsat satcom SBB installation information from the ICSM. Note this services is only available on the AeroWave 100:

Hardware Manufacturer: BendixKing	Model: AeroWave 100
ICC ID	
IMSI	

NOTE: If possible please include a photo of the face of the ICSM to avoid typographical errors

3. Service Requested

AeroWave Hourly Data Plan – 50 hours – required for any user using 20 hours or more per month. Plan is auto-renewed on the earlier of the following: once 50 hours of usage has been exhausted, or one year from the effective date. Unless the buyer cancels service by emailing Honeywell at FSSAccounts@Honeywell.com no later than 60 days before renewal, this plan will automatically renew for a period of the earlier of 50 hours or 1 year.

AeroWave Monthly Data Plan – optional for users using 20 hours or less per month. Will auto-renew unless cancelled by the 15th of the preceding month by emailing FSSAccounts@Honeywell.com. If user goes over 20 hours per month based on a rolling three (3) month average, the Monthly Data Plan will be terminated and the user will need to sign up for the AeroWave Hourly Data Plan before the service will be reactivated and will need to remain on the AeroWave Hourly Data Plan for a period of six (6) months before being eligible to sign back up for the AeroWave Monthly Data Plan. BendixKing, in its sole discretion, reserves the right to determine whether any user is eligible to move between plans.

Please check the services requested

Service	Description	Price	Selected Service
AW_Activation	One Time Activation Fee	\$100	<input type="checkbox"/>
AW_Data_3000	AeroWave Hourly Data Plan – 50 hours	\$1,999.00	<input type="checkbox"/>
AW_Monthly	AeroWave Monthly Data Plan – 20 hrs/month	\$399.00/mon.	<input type="checkbox"/>
AW_Voice_120	Add-on AeroWave Voice Plan – 120 minutes	\$176.40	<input type="checkbox"/>
AW_Russia	System use in Russia	\$0.00	<input type="checkbox"/>

Notes:

1. A one-time activation fee is charged at the start of the service.
2. AW_Voice_120 requires the AW_Data_3000 hourly data plan or the AW_Monthly data plan and the appropriate voice enabled router.
3. If the system will be used in Russia there is a no-charge configuration required.

3. Comments, Service Agreement, Signature

BendixKing AeroWave™ Activation



3.1 Additional Comments

3.2 Service Agreement

Please read and sign the attached Master Services Agreement

**MASTER SERVICES
AGREEMENT FOR
HONEYWELL AEROWAVE SERVICE**

THIS MASTER SERVICE AGREEMENT (“MSA”) is entered into by and between Honeywell International, Inc. (“Honeywell”) and the undersigned Buyer (“Buyer”), and is effective as of the date of acceptance by Honeywell (“Effective Date”). Honeywell and Buyer are sometimes referred to separately as a “Party,” and together as the “Parties.”

1. Definitions.

“Activation Date” means the date the Service is activated for Buyer.

“Activation Form” means the form completed by Buyer and provided to Honeywell containing the Fee for the Hourly Airtime Package being purchased and the aircraft information necessary to activate the Service for Buyer.

“Equipment” means a portable router which may be provided by Honeywell to be used with the Service for multiple purposes, including but not limited to obtaining utilization and ensuring network integrity. Equipment does not include handsets, antenna’s, docking stations, pagers, aircraft LRUs, or any equipment procured under separate agreement or purchase order.

“Fee” means the amount owed for the Service including any activation fee that may apply.

“Hourly Airtime Package” means the package of airtime purchased by Buyer from Honeywell that is purchased in 50 hour increments and valid for a period of one (1) year beginning at the date of purchase.

“Monthly Airtime Package” means the package of airtime purchased by Buyer from Honeywell on a monthly basis for 20 hours or less of use per month.

“Service” means the Hourly Airtime Package purchased by Buyer from Honeywell for access to the internet while in flight to be used only on the aircraft indicated on the Activation Form.

“Service Charge” means any charge or fee associated with the Service, including the activation fee, price associated with the selected data plan, and/or the voice plan (if applicable).

2. Applicability. This Service is to be used exclusively with the BendixKing AeroWave product.

3. Responsibilities of the Parties.

(i) Honeywell will provide timely notification of any changes to Service which Honeywell deems to be significant.

(ii) Honeywell will activate the Service for Buyer not longer than 7 days after receipt of the completed Activation Form from Buyer (“Activation Date”).

(iii) Buyer agrees to comply with the financial obligations stated in this MSA. If Buyer fails to fulfill these obligations, Honeywell reserves the right to deny

access to Service for Buyer and/or terminate this MSA immediately upon notice.

(iv) Buyer agrees to supply Honeywell with the information requested on the Activation Form including but not limited to Buyer information, aircraft make and model, aircraft registration number and AeroWave product information for its records, and will keep such information updated in a timely fashion. Any additions or changes to aircraft information will be reported to Honeywell.

(v) Buyer agrees that the Hourly Airtime Package is paid for in advance and each Hourly Airtime Package is valid for 1 year from Activation Date. Upon expiration or consumption of the purchased Hourly Airtime Package, Honeywell will deactivate the service until a new Hourly Airtime Package is purchased. No refunds will be given upon expiration of an Hourly Airtime Package prior to consuming all the available hours.

(vi) Buyer agrees that the Monthly Airtime Package will be automatically billed and paid for on a monthly basis until or unless terminated by either Party. If Buyer wishes to cancel, they must provide written notice to FSSAccounts@Honeywell.com by the 15th of the preceding month, or they will be billed for the next month. If the Buyer exceeds 20 hour per month usage based on a three (3) month rolling average, the monthly service will be terminated, and the service will only be reactivated if and when the Buyer signs up for the Hourly Airtime Package. BendixKing, in its sole discretion, retains the right to determine Buyers eligibility to move back to the Monthly Airtime Package plan.

4. Term & Termination, Renewal

THE INITIAL TERM OF THE HOURLY AIRTIME PACKAGE IS THE EARLIER OF ONE (1) YEAR FROM THE EFFECTIVE DATE, OR AS SOON AS THE 50 HOUR PACKAGE HAS BEEN USED IN FULL. AFTER THE INITIAL TERM, THIS MSA WILL AUTOMATICALLY RENEW AT THE PRICES SET FORTH IN THIS AGREEMENT FOR SUCCESSIVE EXTENSION TERMS OF THE EARLIER OF ONE (1) YEAR OR 50 HOURS OF USAGE, UNLESS BUYER PROVIDES WRITTEN NOTICE TO FSSAccounts@Honeywell.com OF DISCONTINUANCE TO THE OTHER PARTY NO LATER THAN SIXTY (60) DAYS PRIOR TO THE RENEWAL DATE.

THE MONTHLY AIRTIME PACKAGE IS A MONTH TO MONTH PACKAGE THAT MAY BE TERMINATED AT ANY TIME BY THE BUYER PROVIDING WRITTEN NOTICE TO FSSAccounts@Honeywell.com BY THE 15TH OF THE PRECEDING MONTH THAT THEY WISH TO CANCEL SERVICE FOR, OR THEY WILL BE BILLED FOR THE NEXT MONTH AT THE PRICES SET FORTH IN THIS AGREEMENT. HONEYWELL MAY TERMINATE THE MONTHLY AIRTIME PACKAGE AT ANY TIME IF BUYER EXCEEDS 20 HOURS PER MONTH OF USAGE BASED ON A THREE (3) MONTH ROLLING AVERAGE.

HONEYWELL RESERVES THE RIGHT TO TERMINATE EITHER PACKAGE FOR ANY REASON IMMEDIATELY UPON WRITTEN NOTICE TO BUYER.

A Service may be immediately terminated in the event Honeywell determines, in its sole judgment, there has been

(a) any misuse (including the re-selling of services), illegal use or fraudulent use of any Service, or Equipment, or (b) any use which infringes the rights of any third party, or (c) tampering with or disabling the Equipment or (d) if Honeywell determines, in its sole judgment, that the Buyer has used or permitted the use of Service 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. Buyer will be responsible to and shall indemnify Honeywell for any charges, expenses or losses incurred as a result of misuse, illegal use or fraudulent use of such Service or Equipment.

If this MSA is terminated, Honeywell will deactivate the Service and Buyer will no longer have access. No refunds will be given for termination of prepaid Service.

5. Non-Disclosure and Non-Use of Honeywell's Confidential Information

For the purposes of the MSA, all pricing information provided by Honeywell and the Honeywell network performance shall be deemed to be confidential information and shall not be disclosed by Buyer to any third party without Honeywell's prior written consent.

Buyer may use Honeywell's confidential information only in the normal operation of Honeywell's Service. Further, Buyer may disclose Honeywell's confidential information only to its employees on a need-to-know basis, will protect against inadvertent disclosure, and will not disclose such information to any third party without Honeywell's prior written consent.

This MSA does not supersede any confidentiality agreement executed by Buyer and Honeywell that otherwise applies to products, services, technical data or other information.

6. Restrictions on Transfer and Use. Service received under this MSA, regardless of form, shall not be sold, leased, licensed, commercially exploited or otherwise transferred by Buyer, except as authorized in this MSA. Buyer agrees not to resell or rebill any Services or Equipment to any other individual or entity without the prior written consent of Honeywell.

Buyer may only use the Service and Equipment, received under this MSA in the normal operation by Buyer and may not use it for any other purpose

7. Sale or Transfer. In the event of sale or transfer of an aircraft which utilizes the Service, Buyer agrees to notify Honeywell of the transaction and is responsible for all charges incurred prior to such notification. Such transactions constitute a cancellation by Buyer, thus Buyer's final termination of this MSA must be in writing.

8. Availability of Service.

(i) THE SERVICE IS PROVIDED SUBJECT TO THE AVAILABILITY OF CAPACITY ON THE APPLICABLE SATELLITE OR TERRESTRIAL NETWORK. SERVICES MAY BE TEMPORARILY UNAVAILABLE OR LIMITED BECAUSE OF

CAPACITY LIMITATIONS, EQUIPMENT OR NETWORK FAILURES OR LIMITATIONS, DISTRESS OR ANY OTHER EMERGENCY OR NATIONAL SECURITY PRE-EMPTION AS REQUIRED BY HONEYWELL OR A SUPPLIER OR MAY BE TEMPORARILY INTERRUPTED OR CURTAILED DUE TO MODIFICATIONS, UPGRADES, REPAIRS OR SIMILAR ACTIVITIES OF A SUPPLIER. HONEYWELL HAS NO LIABILITY FOR UNAVAILABILITY OR MALFUNCTION OF SUPPLIERS' NETWORKS.

(ii) Use Limits and Network Management.

- (a) Honeywell and its third party service providers will measure, prioritize, restrict, or set limits (such as bandwidth allocations, or limits on types of content accessed or transferred) on use of the Service for certain applications.
- (b) Honeywell will access and record information about Buyer's equipment profile and settings, and Internet traffic and content on its network, and Buyer agree to permit Honeywell to access and record such data for the purposes described in this MSA.
- (c) As with any mobile broadband network, speed may vary due to your device, atmospheric conditions, terrain, network capacity, and aircraft location.
- (d) High bandwidth use, determined in Honeywell's sole discretion, including but not limited to VoIP, streaming audio and video and file sharing, will be blocked or given a lower priority making causing them to work inconsistently or not at all.
- (e) Buyer agrees to Honeywell and its third party service providers monitoring of Buyer's Internet connection and network performance, and the access to and adjustment of Equipment settings, as they relate to the Service, software or other services that Honeywell may offer from time to time.
- (f) Honeywell may modify, suspend or discontinue the Service at any time, for any reason, at Honeywell's sole discretion.

(iii) Service Coverage. The coverage area refers to the geographic area where the Service is accessible. Coverage maps for the Service is available at www.bendixking.com. Honeywell disclaims any liability for any inaccuracies in such maps. Actual Service coverage, speeds, locations, and quality may vary.

(iv) THE SERVICE DOES NOT GUARANTEE 911 OR OTHER EMERGENCY RESPONSE CAPABILITIES. It is Buyer's responsibility to make such provision as may be required by law or good aviation practices for the transmission of priority or distress communications through facilities other than the Service described hereunder.

9. Acceptable Use and Conduct.

(i) Buyer agrees to comply with Honeywell's acceptable use policy ("Acceptable Use Policy"), as described below. Buyer may not use the Service to (or assist another person to): (a) Harm or threaten harm to persons or property; (b) Harass other persons; (c) Violate any applicable law, including those related to export control, spam, gambling, obscenity, or computer access; (d) Engage in any fraud or misrepresentation; (e) Provide instructional information about illegal activities; (f) Interfere with, disrupt, or create undue burden on the Service (or the networks or computers that provide

same); (g) Infringe or violate another person's rights, including privacy and intellectual property rights; (h) Knowingly distribute any virus or other malware; (i) Access any network or computer (including those providing the Service) in excess of the permission expressly granted to you; (j) Monitor (through, for example, sniffers) any network traffic without express authorization of the owner of the network and the parties' to the communications; (k) Attempt to decrypt any encrypted or scrambled communications; or (l) Introduce software or automated agents into the Service.

(ii) Uses of Honeywell's Service that is not considered to be a typical use and is prohibited include, but is not limited to:

- (a) Using the Service in a manner that impairs or interferes with the user experience of others, or otherwise impairs or interferes with network performance.
- (b) Continuous unattended streaming, downloading or uploading of videos or other files;
- (c) Maintaining an unattended or continuous uninterrupted connection to the Internet, such as through a web camera or machine to machine connections that do not involve active participation by a person.

Honeywell reserves the right to investigate and take appropriate action in its sole discretion, if Buyer violates Honeywell's Acceptable Use Policy or any other provision of this MSA as provided for herein.

10. Third Party Service. The Service may allow Buyer to access certain internet service and content that is provided by third parties for which Buyer may have a separate relationship directly with such third parties ("Third Party Services"). Buyer agrees that Honeywell shall bear no responsibility for such Third Party Services or Buyer's continued access to them via the Service. Buyer is responsible for any fees to Third Party Services that result from Buyer access to or use of them. Buyer hereby represents and warrants that Buyer has the necessary rights to access and use such Third Party Services through the Service and that Buyer's use of the Third Party Services is in compliance with the terms of use applicable to such Third Party Services.

11. Service Charges. Service charges are set forth in the AeroWave price list located at www.bendixking.com. Honeywell may modify any of its charges on thirty (30) days prior written notice.

12. Payment and Invoicing. All amounts that Buyer owes Honeywell under this MSA 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's charges are exclusive of taxes, duties and other governmental fees including but not limited to federal, state, municipal excise, sales or use taxes or import duties upon the sale and furnishing of the Service. All such present or future applicable taxes or duties on the sale of Service due hereunder shall be paid by the Buyer.

Accordingly, Honeywell reserves the right to revise its price after the Effective Date of this between the Parties to include any and all taxes or duties that may become due hereunder and Honeywell may invoice Buyer for said additional amounts.

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 the Service.

Payment must be sent to the address or in the manner identified on the Honeywell invoice.

All charges from Honeywell are in US Dollars and must be paid in US Dollars at the time of invoice and/or at the time of purchase. In the event payments are not made in a timely manner, Honeywell may in its sole discretion and at its sole election, in addition to all other remedies provided at law, do any of the following without prior notice: (1) declare Buyer's performance in breach and terminate this MSA for default; (2) either suspend or discontinue the provision of Service under this MSA until delinquent payments are made; (3) provide Service under this MSA on a cash in advance basis even after the delinquency is cured; (4) charge interest on the delinquency at a rate of one and one-half percent of any outstanding balance per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment plus applicable storage charges or inventory carrying charges; or (5) recover all cost of collection including, but not limited to, collection expenses, court costs and reasonable attorney's fees. 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.

13. 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 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. If the inability to perform continues for longer than ninety (90) days, either Party may terminate this MSA by providing written notice to the other Party and Buyer will pay Honeywell for products delivered and services performed prior to termination. Force Majeure events may include but are not limited to: (1) delays or refusals 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.

14. Service Provider Liability. Buyer acknowledges that Honeywell may obtain elements of Service from service providers pursuant to contracts that may contain limitations or disclaimers of liability on behalf of the service suppliers, 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. Honeywell is not liable to Buyer for any loss in Service when the loss is attributed to one of Honeywell's service providers.

Buyer agrees and understands that it has no recourse, whatsoever, against any such service provider.

15. Warranty / Disclaimer of Warranties. THE PARTIES AGREE THAT THE SERVICE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND; THAT THEY CONTAIN INFORMATION FURNISHED BY OTHERS WHO ARE NOT UNDER THE CONTROL OF HONEYWELL; AND THAT THEY ARE ACCORDINGLY FURNISHED WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.

16. Available Remedies. EXCEPT WHERE SPECIFIED TO THE CONTRARY, THE EXPRESS REMEDIES PROVIDED IN THIS MSA 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 LAST HOURLY OR MONTHLY AIRTIME PACKAGE PURCHASED.

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

18. Indemnification. The Buyer will indemnify, defend, and hold Honeywell (including, without limitation, the other party's employees) harmless against third party

claims for personal injury, death or loss of or damage to property caused by its sole negligence in the performance of this MSA. The Buyer's obligations under this Clause are conditioned on receiving prompt notice of a claim from Honeywell. The Buyer will be entitled exclusively to control the defense. At the Buyer's expense, Honeywell will provide reasonable assistance in defense of the claim including, but not limited to, promptly furnishing the Buyer with all relevant information within its possession or control. Because the Buyer will provide the defense, Buyer will not be liable for any attorney fees or costs of Honeywell. The Honeywell may participate in the defense at its own cost. The Honeywell may not enter into any settlement, assume any obligation or make any concession without the prior written approval of Buyer, which may not be unreasonably withheld. Liability under this "Indemnity" section is subject to the provisions of the "Limitations of Liability" section of this MSA.

19. Indemnities Against Patent and Copyright Infringement. Honeywell will defend the Buyer against any suit arising out of any actual or alleged patent or copyright infringement of a valid patent or copyright, to the extent based on Service delivered by Honeywell, and indemnify for any final judgment assessed against Buyer resulting from such suit provided that Buyer notifies Honeywell at such time as it is apprised of the third-party claim, and agrees to give sole and complete authority, information and assistance (at Honeywell's expense) for the defense and disposition of the claim. Honeywell will not be responsible for any compromise or settlement made without Honeywell's consent.

Honeywell will have no obligation or liability under this MSA with respect to: (a) Service provided to Honeywell by Buyer; (b) Service used other than for its ordinary purpose; (c) claims of infringement resulting from combining any Service furnished hereunder with anything not furnished by Honeywell; (d) any modification of the Service other than a modification by Honeywell; or (e) any claim for infringing Service or Equipment delivered under this MSA to the extent such claim is not based on infringing Service.

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

Because Honeywell has exclusive control of resolving infringement claims hereunder, in no event will Honeywell be liable for Buyer's attorney fees or costs.

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

Any liability of Honeywell under this "Indemnities Against Patent and Copyright Infringement" is subject to the provisions of the "Limitation of Liability" section of this MSA.

This "Indemnities Against Patent and Copyright Infringement" section states the Parties' entire liability, sole recourse and their exclusive remedies with respect to infringement. All other warranties against infringement of any intellectual property rights, statutory, express or implied are hereby disclaimed.

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

21. 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 Service previously delivered except as may be provided herein.

22. 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 services and will retain documentation evidencing compliance with those laws and regulations.

Honeywell will not be liable to Buyer for any failure to provide Service, as a result of government actions that impact Honeywell's ability to perform, including:

- (1) The government's failure to provide or the government's cancellation of export or re-export licenses;
- (2) 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
- (3) 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.

23. Waiver/ Modification. The failure of either Party to enforce at any time any of the provisions of this MSA shall not be construed to be a continuing waiver of any provisions of this MSA nor shall any such failure prejudice the right of such Party to take any action in the future to enforce any provisions of this. No modification or addition to this MSA shall be effective unless agreed to in writing and signed by an authorized representative of Buyer and Honeywell if applicable.

24. Governing Law. This MSA will be governed by 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 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.

25. Language. These Terms and Conditions and all documentation and communications required there under shall be in the English language.

26. Severability. In the event any provision of this MSA is determined to be illegal, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this MSA will not be affected and, in lieu of such illegal, invalid, or unenforceable provision, there will be added as part of this MSA one or more provisions as similar in terms as may be legal, valid and enforceable under applicable law.

27. Dispute Resolutions. Any dispute arising out of or relating to this MSA, 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, 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 application, then either Party may, in its sole discretion, elect to have such dispute adjudicated before the courts as specified in Section 23, 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.

28. Copyright/Trademark Information. All trademarks are the property of their respective owners.

The copyrights, trademarks, trade names, logos, and service marks ("Marks") displayed on the Service are Honeywell's property or the property of other third parties. Buyer is not permitted to use these Marks without Honeywell's prior written consent or the consent of such third party which may own the Marks.

29. Privacy. Use of the Service is governed by the AeroWave Service Privacy Statement. The AeroWave Service Privacy Statement is set forth as Attachment A and incorporated by reference into this MSA. The AeroWave Service Privacy Statement set forth as Attachment A is current as of the Effective Date of the MSA. Honeywell

reserves the right to update or modify the AeroWave Service Privacy Statement at its sole discretion. Any revisions made to the AeroWave Privacy Statement will be deemed incorporated into this MSA. The most recent version of the AeroWave Service Privacy Statement will be available at www.bendixking.com.

30. Assignment. Buyer may not assign any rights or obligations under this without the advance written consent of Honeywell, which consent will not be unreasonably withheld. Honeywell may assign this MSA in connection with the sale or transfer of all or substantially all of the assets of the business to which it pertains. Any attempt to assign or delegate in violation of this clause will be void.

31. Survival. All provisions of this MSA which by their nature should apply beyond the term of this MSA will remain in force after the expiration or any termination of this MSA.

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

1. This MSA
2. The Activation Form

33. Headings and Captions. Headings and captions are for convenience of reference only and do not alter the meaning or interpretation of this.

34. Notices.

A. All notices between the Parties that relate to the performance or administration of this MSA will be made in writing to the authorized representatives of each Party. The authorized representative of Buyer will be as specified in the applicable Service Application. The authorized representatives for Honeywell are as follows:

To Seller: Honeywell International Inc.
Business Unit - BendixKing
AeroWave Connectivity Service
9201 San Mateo Blvd. NE
Albuquerque, NM 87113

B. Notices will be deemed received when delivered either:

- a. Two calendar days after mailing by certified mail, return receipt requested and postage prepaid; or
- b. One 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
- c. The same day if presented in person, by facsimile or electronic mail.

35. Entire Agreement

This MSA 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. This MSA will not be varied except by an instrument in writing subsequently executed by an authorized representative of each party.

Agreed to and accepted by authorized representative of Buyer:

Authorized Buyer Signature: _____

Title: _____

Printed Name of Authorized Officer/Agent: _____

Date: _____

Printed Name of Buyer/Company: _____

FOR HONEYWELL INTERNAL USE ONLY: Accepted by authorized representative of Honeywell:

Authorized Signature: _____

Title: _____

Printed Name of Authorized Officer/Agent: _____

Date: _____