



**DEALER SURVEY - PART I**

FreeFlight Systems priority is providing superior products and services to our customers. The partnership we build with each of our dealers is key to fulfilling our customers' needs. Through this survey, we are interested in understanding more about your business, your geographic coverage, sales programs, process for representing us, and how you manage customer relationships. Thank you for taking the time to complete the information in the survey. Once we review it, we will be in touch.

<b>Firm Name:</b> _____	<b>Date:</b> _____
<b>Address:</b> _____	<b>Phone:</b> _____
_____	<b>Fax:</b> _____
<b>E-mail:</b> _____	<b>FAA Certified Radio Repair Station or Equivalent Approval Number:</b> _____
<b>Airport Location:</b> _____	

(Please put an asterisk next to the best means to contact you.)

- Was your company previously a FreeFlight Systems or Trimble Aviation Dealer?  
Yes \_\_\_\_ No \_\_\_\_
- What do you consider your facility's sales territory? \_\_\_\_\_  
\_\_\_\_\_
- How will you market GPS to that territory (i.e. Direct mail, demo unit with/without aircraft, advertising)? \_\_\_\_\_  
\_\_\_\_\_
- What is your forecast for unit sales for the next 12 months?
 

FreeFlight Systems 2101 I/O Plus	_____	TRA3000	_____
FreeFlight Systems 2101 Plus	_____	TRA3500	_____
1201 WAAS Sensor	_____	RA4000	_____
1203 WAAS Sensor	_____	RA4500	_____



JetCall 2 or 5 channel \_\_\_\_\_

5. What manufacturers do you now represent? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. Will you display FreeFlight Systems literature and point of purchase display products?  
Yes \_\_\_\_\_ No \_\_\_\_\_

7. Tax ID Number \_\_\_\_\_

8. Will you accept our Standard Terms and Conditions?  
Yes \_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Principle Officer

\_\_\_\_\_  
Date

Approvals:

\_\_\_\_\_  
Name

Free Flight Systems Chief Operating Officer  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



3700 Interstate 35 S.  
Waco, TX 76706

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**DEALER SURVEY - PART II**

1. Is your company a full service FBO? \_\_\_\_\_
2. Please list daily hours of operation. \_\_\_\_\_
3. Does your company provide 24 hour avionics A.O.G. services? If yes, please explain your method.  
\_\_\_\_\_  
\_\_\_\_\_
4. List any specialized avionics services your company currently provides. \_\_\_\_\_  
\_\_\_\_\_
5. What avionics related STCs or major modification has your company achieved? If so, please list STCs including avionics and aircraft type. \_\_\_\_\_  
\_\_\_\_\_
6. What category of aircraft does your company currently service and modify?  
Part 91 \_\_\_\_\_%                      Part 135 \_\_\_\_\_%                      Part 121 \_\_\_\_\_%
7. What size aircraft does your company currently service and modify?  
<12,500 lbs \_\_\_\_\_%    12,500lbs>50,000 lbs \_\_\_\_\_%    >50,000 lbs \_\_\_\_\_%
8. Do you currently have a D.E.R. on staff or have a design approval from national authorities? \_\_\_\_\_
9. Does your company currently provide avionics services and installation at more than one location? If so, please list locations. \_\_\_\_\_  
\_\_\_\_\_
10. Does your company provide international avionics services, sales and repair services? Is so, please list locations. \_\_\_\_\_  
\_\_\_\_\_
11. Does your company provide flight training? If so, what category? \_\_\_\_\_
12. Does your company have a maintenance hangar? If yes, how many square feet?  
\_\_\_\_\_
13. What long range navigation systems does your company currently service to bench level? To component level? \_\_\_\_\_
14. Is your company currently a FreeFlight/FreeFlight Systems Level II Repair Center? If yes, please list current equipment serviced. Please include current number of employees that have attended a Trimble/FreeFlight Systems factory course. \_\_\_\_\_  
\_\_\_\_\_



15. Would your company be interested in becoming a FreeFlight/FreeFlight Systems Level II Repair Center? If no, please explain.

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16. Please list current number of employees that hold a FAA Radio Repairman's certificate or National equivalent.

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17. Please provide a copy of your company's published avionics capability listing.

18. How many bench technicians does your company currently employ?

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19. How many installation engineers does your company currently employ? \_\_\_\_\_

20. Please provide your current shop rate for all bench services provided, including pulse, nav-com, radar, instrument, specialized avionics services.

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21. What is your current hourly installation rate?

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22. Please provide a copy of your Repair Station Certificate or National equivalent.

23. Please list factory training that current installation employees have attended.

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24. Does your company currently have bench harnesses for Freeflight/FreeFlight Systems equipment? Please list the equipment.

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25. Please list all avionics equipment serviced to component level. \_\_\_\_\_

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26. Does your company provide avionics line service for Part 121, Regional or Trunk carriers? If yes, what airlines? Where service is provided? \_\_\_\_\_

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27. Does your company provide aircraft airframe and power plant maintenance? If yes, please list aircraft types currently serviced. \_\_\_\_\_

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3700 Interstate 35 S.  
Waco, TX 76706



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**Credit Reference Authorization**

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As an authorized representative of \_\_\_\_\_, I hereby authorize the Credit and Finance Department of FreeFlight Systems to receive information from all vendors and financial institutions listed as references on the New Account Credit Information sheet, or on our company's list of references.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**New Account Credit Information**

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

Billing Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Contact name: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Year incorporated or registered: \_\_\_\_\_

Corporation     Partnership     Individual

Bank Reference:

Name of Bank: \_\_\_\_\_

Address: \_\_\_\_\_

Account Number: \_\_\_\_\_

Accounting Contact Name: \_\_\_\_\_

Telephone:    \_( )-\_\_\_\_ - \_\_\_\_\_

Fax Number:    \_( )-\_\_\_\_ - \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Trade References:

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

Address: \_\_\_\_\_

Accounting Contact Name: \_\_\_\_\_

Telephone:    \_( )-\_\_\_\_ - \_\_\_\_\_

Fax Number:    \_( )-\_\_\_\_ - \_\_\_\_\_

E-mail Address: \_\_\_\_\_

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

Address: \_\_\_\_\_

Accounting Contact Name: \_\_\_\_\_

Telephone:    \_( )-\_\_\_\_ - \_\_\_\_\_

Fax Number:    \_( )-\_\_\_\_ - \_\_\_\_\_

E-mail Address: \_\_\_\_\_

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

Accounting Contact Name: \_\_\_\_\_

Telephone:    \_( )-\_\_\_\_ - \_\_\_\_\_

Fax Number:    \_( )-\_\_\_\_ - \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**For office use only**

Approved

Denied



3700 Interstate 35 S.  
Waco, TX 76706

Credit Line: \$ \_\_\_\_\_

Reason: \_\_\_\_\_



## TERMS AND CONDITION OF SALE

**GENERAL.** THIS SALE IS EXPRESSLY MADE CONDITIONAL ON CUSTOMER'S ASSENT TO FREEFLIGHT'S CONDITIONS OF SALE BELOW, AND FREEFLIGHT AGREES TO FURNISH THE ITEMS AND SERVICES DESCRIBED IN CUSTOMER'S ORDER ONLY UPON THESE CONDITIONS. ANY TERMS AND CONDITIONS SET FORTH IN CUSTOMER'S ORDER THAT ARE IN ADDITION TO OR DIFFERENT FROM THOSE CONTAINED HEREIN AND NOT SEPARATELY AGREED TO IN WRITING (EXCEPT ADDITIONAL PROVISIONS SPECIFYING QUANTITY OR SHIPPING INSTRUCTIONS) ARE HEREBY OBJECTED TO AND SHALL BE OF NO EFFECT. CUSTOMER'S OBJECTION TO ANY TERMS AND CONDITIONS CONTAINED HEREIN SHALL BE DEEMED TO HAVE BEEN WAIVED IF WRITTEN NOTICE OF SUCH OBJECTION IS NOT RECEIVED BY FREEFLIGHT WITHIN TEN DAYS OF THE DATE OF DELIVERY OF THIS DOCUMENT. THE CUSTOMER, IN ANY EVENT, IS DEEMED TO HAVE ASSENTED TO ALL TERMS AND CONDITIONS CONTAINED HEREIN IF CUSTOMER ACCEPTS ANY OF THE ITEMS DESCRIBED HEREIN. ALL SALES BY FREEFLIGHT SYSTEMS TO CUSTOMER ARE SUBJECT TO THE REGULATIONS SET FORTH BY THE FCPA (FOREIGN CURRUPT PRACTICES ACT) OF THE DEPARTMENT OF JUSTICE OF THE UNITED STATES.

**THESE TERMS AND CONDITIONS, TOGETHER WITH THE ORDER SPECIFICATIONS SET FORTH ON A CUSTOMER ORDER, AS MAY BE ACCEPTED BY FREEFLIGHT IN ITS SOLE DISCRETION (THE "AUTHORIZED ORDER"), CONSTITUTES THE ENTIRE AGREEMENT OF THE PARTIES. NO WAIVER OR MODIFICATION OR ADDITIONS TO THE TERMS OF THESE TERMS AND CONDITIONS SHALL BE BINDING ON FREEFLIGHT UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED FREEFLIGHT REPRESENTATIVE.**

**1. PRICING AND PAYMENT.** ALL PRICES ARE STATED AND SHALL BE PAID IN UNITED STATES DOLLARS OR SUCH OTHER CURRENCY AS IS INDICATED ON THE AUTHORIZED ORDER. PRICES DO NOT INCLUDE, AND PAYMENTS SHALL BE MADE FREE AND CLEAR OF AND UNREDUCED BY, ANY INCOME, CONSUMPTION, PROPERTY, EXPORT, EXCISE, SALES AND USE, OR OTHER TAXES, CUSTOM DUTIES, OR SIMILAR CHARGES, LEVIES OR ASSESSMENTS, OR BY ANY RELATED WITHHOLDING OBLIGATIONS OR WITHHOLDING TAXES, ALL OF WHICH SHALL PAID SOLELY BY CUSTOMER. PRODUCTS OR SERVICES PURCHASED OR SOLD BY CUSTOMER UNDER FREEFLIGHT'S UNITED STATES GENERAL SERVICES ADMINISTRATION ("GSA") SCHEDULES WILL BE SUBJECT TO ALL OF THE TERMS, CONDITIONS AND PRICING DESCRIBED IN THE APPLICABLE GSA SCHEDULE. FREEFLIGHT SHALL HAVE THE CONTINUING RIGHT TO APPROVE CUSTOMER'S CREDIT AND CHANGE CUSTOMER'S CREDIT TERMS, AND WITHOUT LIMITING THE FOREGOING MAY AT ANY TIME DEMAND ADVANCE PAYMENT, SATISFACTORY SECURITY (SUCH AS, BUT NOT LIMITED TO, A

CONFIRMED, IRREVOCABLE LETTER OF CREDIT ACCEPTABLE TO FREEFLIGHT), OR A GUARANTEE OF PROMPT PAYMENT, PRIOR TO SHIPMENT. UNLESS OTHERWISE PROVIDED BY FREEFLIGHT IN WRITING, PAYMENT TERMS ARE CASH-IN-ADVANCE OF SHIPMENT. IN ADDITION TO ANY OTHER REMEDY AVAILABLE TO FREEFLIGHT, CUSTOMER SHALL PAY FREEFLIGHT A LATE CHARGE OF TWO PERCENT (2%) PER MONTH ON ANY PAST DUE BALANCE.

**2. DELIVERY.** FREEFLIGHT WILL USE COMMERCIALY REASONABLE EFFORTS TO SHIP THE ITEMS ON OR BEFORE THE DELIVERY DATE SPECIFIED ON THE AUTHORIZED ORDER. FREEFLIGHT SHALL NOT BE LIABLE FOR LATE OR DELAYED SHIPMENT. FREEFLIGHT WILL SHIP PRODUCTS ITS SELECTED METHOD TO THE ADDRESS SPECIFIED ON THE AUTHORIZED ORDER UNLESS OTHERWISE INSTRUCTED BY CUSTOMER. FREEFLIGHT WILL INSURE AGAINST NORMAL TRANSPORTATION RISKS. THE COST OF SHIPMENT AND INSURANCE WILL BE ADDED TO THE AMOUNT PAYABLE BY CUSTOMER FOR THE APPLICABLE ITEMS OR AS STATED ON THE AUTHORIZED ORDER. FOR ITEMS DELIVERED TO



CUSTOMER IN THE UNITED STATES, (I) DELIVERY WILL BE F.O.B. FREEFLIGHT'S POINT OF ORIGIN, (II) TITLE AND RISK OF LOSS OR DAMAGE TO EACH OF THE ITEMS COVERED BY THESE TERMS AND CONDITIONS SHALL PASS TO CUSTOMER UPON DELIVERY TO THE DELIVERY POINT SPECIFIED ON THE AUTHORIZED ORDER (EXCEPT FOR TITLE TO SOFTWARE PRODUCTS, IN WHICH CASE ONLY TITLE TO THE MEDIA SHALL PASS); AND (III) CUSTOMER GRANTS FREEFLIGHT A PURCHASE MONEY SECURITY INTEREST IN EACH ITEM SHIPPED TO CUSTOMER UNTIL PAYMENT IS MADE IN FULL TO FREEFLIGHT FOR SUCH ITEMS. UPON REQUEST FROM FREEFLIGHT, CUSTOMER WILL COOPERATE WITH FREEFLIGHT IN PERFECTING ANY SUCH SECURITY INTEREST. FOR ITEMS DELIVERED TO CUSTOMER OUTSIDE THE UNITED STATES, (A) DELIVERY WILL BE MADE F.O.B. DESTINATION, FREIGHT PREPAID AND COLLECT; AND (B) TITLE AND RISK OF LOSS OR DAMAGE TO EACH OF THE ITEMS COVERED BY THESE TERMS AND CONDITIONS SHALL PASS TO CUSTOMER UPON DELIVERY TO THE DELIVERY POINT SPECIFIED ON THE AUTHORIZED ORDER.

**3. CANCELLATION.** THE CUSTOMER MAY NOT CANCEL ALL OR ANY PART OF ITS AUTHORIZED ORDER WITHOUT FREEFLIGHT'S PRIOR WRITTEN CONSENT, WHICH MAY BE WITHHELD AT FREEFLIGHT'S SOLE DISCRETION.

**4. SOFTWARE LICENSES.** ALL SOFTWARE ITEMS DELIVERED TO CUSTOMER UNDER THESE TERMS AND CONDITIONS ARE LICENSED AND NOT SOLD. CUSTOMER'S USE OF ANY SUCH SOFTWARE ITEMS SHALL BE GOVERNED BY THE PROVISIONS OF THE RELEVANT END USER LICENSE AGREEMENT INCLUDED WITH THE SOFTWARE.

**5. INSPECTION AND ACCEPTANCE.** FREEFLIGHT SHALL PERFORM SUCH TEST PROCEDURES OR PROGRAMS AS FREEFLIGHT'S, IN ITS BUSINESS JUDGMENT, DEEMS APPROPRIATE FOR THE ITEMS COVERED BY THESE TERMS AND CONDITIONS. THE CUSTOMER'S ACCEPTANCE SHALL BE DEEMED TO HAVE OCCURRED UPON SUCCESSFUL COMPLETION OF SUCH PROCEDURES OR PROGRAMS AND DELIVERY TO THE FOB POINT. THE CUSTOMER SHALL INSPECT THE ITEMS

IMMEDIATELY UPON DELIVERY AND SHALL NOTIFY FREEFLIGHT WITHIN THIRTY (30) DAYS OF ANY NONCONFORMANCE. IF CUSTOMER HAS NOT PROVIDED FREEFLIGHT WRITTEN NOTICE OF NONCONFORMANCE WITHIN THE 30-DAY PERIOD, CUSTOMER WILL BE DEEMED TO HAVE ACCEPTED THE ITEMS AND TO HAVE WAIVED ITS RIGHT TO RETURN THE ITEMS COVERED BY THESE TERMS AND CONDITIONS. SHOULD ANY ITEM FAIL TO CONFORM TO THE REQUIREMENTS OF THIS PARAGRAPH, FREEFLIGHT MAY, AT ITS OPTION, REPAIR OR REPLACE THAT ITEM, OR REFUND THE PURCHASE PRICE PAID BY CUSTOMER. IN NO EVENT SHALL ANY ITEM BE RETURNED, REWORKED, OR SCRAPPED BY THE CUSTOMER WITHOUT FREEFLIGHT'S EXPRESS WRITTEN AUTHORIZATION.

**6. SUBSTITUTIONS AND MODIFICATIONS.** FREEFLIGHT MAY AT ANY TIME MAKE SUBSTITUTIONS OR MODIFICATIONS TO THE SPECIFICATIONS OF ITEMS COVERED BY THESE TERMS AND CONDITIONS, PROVIDED THAT SUCH SUBSTITUTIONS OR MODIFICATIONS WILL NOT MATERIALLY ADVERSELY AFFECT OVERALL PERFORMANCE OF THE ITEM AS STATED IN THE RELEVANT PUBLISHED SPECIFICATIONS.

**7. WARRANTIES.** UNLESS THE LIMITED WARRANTY INCLUDED WITH ANY ITEM COVERED BY THESE TERMS AND CONDITIONS GRANTS DIFFERENT RIGHTS TO THE CUSTOMER, FREEFLIGHT WARRANTS TO THE CUSTOMER AND ONLY TO THE CUSTOMER THAT THE HARDWARE ITEMS COVERED BY THESE TERMS AND CONDITIONS SHALL BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP, AND SHALL OTHERWISE CONFORM TO FREEFLIGHT'S RELEVANT PUBLISHED SPECIFICATIONS FOR THE ITEM, FOR A PERIOD OF TWO (2) YEARS STARTING FROM THE DATE OF DELIVERY BY FREEFLIGHT TO THE CUSTOMER. THE PRECEDING WARRANTY SHALL NOT APPLY TO, AND FREEFLIGHT SHALL NOT BE RESPONSIBLE FOR, DEFECTS OR PERFORMANCE PROBLEMS THAT ARISE FROM OPERATION OF THE ITEMS IN CONJUNCTION WITH ANY SOFTWARE OR EQUIPMENT NOT SPECIFICALLY SUPPLIED BY FREEFLIGHT. FREEFLIGHT'S SOLE LIABILITY AND THE CUSTOMER'S EXCLUSIVE REMEDY UNDER THIS WARRANTY SHALL BE LIMITED TO FREEFLIGHT'S



REPAIR OR REPLACEMENT OF ANY ITEMS THAT FAIL TO CONFORM TO SUCH WARRANTY ("NONCONFORMING ITEMS") OR REFUND OF THE CUSTOMER'S PURCHASE PRICE FOR ANY SUCH NONCONFORMING ITEM, AT FREEFLIGHT'S OPTION; CONDITIONED ON THE FOLLOWING: (I) THE CUSTOMER SHALL REQUEST FROM FREEFLIGHT A RETURN MATERIAL AUTHORIZATION NUMBER ("RMA"), AND WITHIN FIFTEEN (15) DAYS AFTER RECEIPT OF THE RMA SHALL RETURN THE NONCONFORMING ITEM TO FREEFLIGHT AT THE ADDRESS DESIGNATED BY FREEFLIGHT IN ITS ORIGINAL SHIPPING CARTON (IF AVAILABLE) WITH THE RMA DISPLAYED ON THE OUTSIDE OF THE CARTON, TOGETHER WITH A DETAILED AND COMPLETE DESCRIPTION OF THE REASON FOR RETURN, (II) ANY REPLACED NONCONFORMING ITEMS OR COMPONENT PARTS SHALL BECOME FREEFLIGHT'S PROPERTY, AND (III) THE CUSTOMER SHALL PAY FREEFLIGHT'S CUSTOMARY CHARGES FOR REPAIR OR REPLACEMENT, AND RELATED SHIPPING EXPENSES, TO THE EXTENT THAT WARRANTY COVERAGE DOES NOT APPLY. **THE PRECEDING WARRANTY SHALL NOT APPLY TO SOFTWARE ITEMS COVERED BY THESE TERMS AND CONDITIONS, WHICH SHALL BE WARRANTED IN ACCORDANCE WITH THE RELEVANT END USER LICENSE AGREEMENT INCLUDED WITH THE SOFTWARE.**

**8. INTELLECTUAL PROPERTY WARRANTY.** FREEFLIGHT WARRANTS TO CUSTOMER AND ONLY TO CUSTOMER THAT THE ITEMS AND SERVICES DELIVERED OR RENDERED TO CUSTOMER UNDER THESE TERMS AND CONDITIONS, AS SUCH, DO NOT INFRINGE ANY THIRD PARTY'S UNITED STATES COPYRIGHTS, TRADE SECRETS, OR PATENTS, TRADEMARKS AND/OR TRADE NAME. FREEFLIGHT SHALL PAY ALL DAMAGES AND COSTS FINALLY AWARDED AGAINST CUSTOMER UPON A CLAIM DIRECTLY ATTRIBUTABLE TO A BREACH BY FREEFLIGHT OF THIS WARRANTY, CONDITIONED UPON THE FOLLOWING: (I) CUSTOMER HAS GIVEN FREEFLIGHT PROMPT WRITTEN NOTICE OF THE CLAIM, AND (II) FREEFLIGHT HAS SOLE CONTROL OF THE DEFENSE AND/OR SETTLEMENT OF SUCH CLAIM OR ANY ACTION THEREON AND ALL

RELATED NEGOTIATIONS, AND (III) CUSTOMER PROVIDES REASONABLE COOPERATION TO FREEFLIGHT IN CONNECTION WITH SUCH DEFENSE AND/OR SETTLEMENT AND IN CONNECTION WITH FREEFLIGHT'S EXERCISE OF FREEFLIGHT'S OPTIONS SET FORTH IN THIS PARAGRAPH. IF THE ITEMS, OR THE OPERATION THEREOF, BECOMES, OR IN FREEFLIGHT'S BUSINESS JUDGMENT ARE LIKELY TO BECOME, THE SUBJECT OF A CLAIM OF INFRINGEMENT OF A PATENT, COPYRIGHT OR TRADE SECRET, TRADEMARK AND/OR TRADE NAME, OR THE SUBJECT OF AN ACTION UPON SUCH A CLAIM, CUSTOMER SHALL PERMIT FREEFLIGHT, AT FREEFLIGHT'S OPTION AND SOLE EXPENSE, TO DO ANY ONE OR MORE OF THE FOLLOWING: (I) PROCURE FOR CUSTOMER OR ITS CUSTOMERS THE RIGHT TO CONTINUE TO USE THE ITEMS, OR (II) REPLACE OR MODIFY THE ITEMS SO THAT THEY BECOME NON-INFRINGEMENT UPON THEIR RETURN TO FREEFLIGHT AT FREEFLIGHT'S REQUEST, OR (III) REPAY TO CUSTOMER THE PRICE RECEIVED BY FREEFLIGHT FROM CUSTOMER FOR SUCH PRODUCTS UPON THEIR RETURN TO FREEFLIGHT AT FREEFLIGHT'S REQUEST.

**9. WARRANTY EXCLUSIONS.** FREEFLIGHT SHALL HAVE NO LIABILITY TO CUSTOMER, AND THE PROVISIONS OF PARAGRAPHS 8 AND 9 SHALL NOT APPLY, TO THE EXTENT THAT ANY CLAIM OF INFRINGEMENT ARISING FROM THE FOLLOWING: (A) ANY MODIFICATION, SERVICING OR ADDITION MADE TO THE ITEMS BY ANYONE OTHER THAN FREEFLIGHT OR ITS AUTHORIZED REPRESENTATIVE; (B) THE USE OF THE ITEMS AS A PART OF OR IN COMBINATION WITH ANY DEVICES, PARTS OF SOFTWARE NOT PROVIDED BY FREEFLIGHT; (C) COMPLIANCE WITH CUSTOMER'S OR A CUSTOMER'S DESIGN REQUIREMENTS OR SPECIFICATIONS; (D) THE USE OF OTHER THAN A CURRENT UNALTERED RELEASE OF THE SOFTWARE ITEMS AVAILABLE FROM FREEFLIGHT; OR (E) USE OF SUCH ITEMS TO PRACTICE ANY METHOD OR PROCESS WHICH DOES NOT OCCUR WHOLLY WITHIN THE ITEMS. PARAGRAPHS 8 AND 9 STATE FREEFLIGHT'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDIES WITH RESPECT TO PERFORMANCE OF THE ITEMS COVERED BY THESE TERMS AND CONDITIONS OR TO INFRINGEMENT OR MISAPPROPRIATION OF ANY THIRD PARTY RIGHTS, INCLUDING BUT NOT LIMITED TO



PATENTS, COPYRIGHTS OR TRADE SECRET RIGHTS. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, FREEFLIGHT FURNISHES, AND CUSTOMER ACCEPTS, THE ITEMS AS-IS, WITH NO OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, BY STATUTE OR OTHERWISE, REGARDING THE PRODUCTS, THEIR FITNESS FOR ANY PARTICULAR PURPOSE, THEIR QUALITY, THEIR MERCHANTABILITY OR OTHERWISE, TO CUSTOMER, CUSTOMER'S CUSTOMERS, OR ANY THIRD PARTY.

**10. INTELLECTUAL PROPERTY.** CUSTOMER AGREES THAT FREEFLIGHT OWNS ALL RIGHT, TITLE AND INTEREST TO ALL THE PROPRIETARY RIGHTS TO THE SOFTWARE, DESIGNS, ENGINEERING DETAILS, SCHEMATICS AND SIMILAR DATA RELATING TO OR INCORPORATED IN THE ITEMS AND SERVICES COVERED BY THESE TERMS AND CONDITIONS, AND ANY INFORMATION DERIVED THEREFROM ("PROPRIETARY INFORMATION"). TO THE EXTENT PERMITTED BY RELEVANT LAW, CUSTOMER SHALL NOT, NOR ALLOW ANY THIRD PARTY TO COPY, DECOMPILE, DISASSEMBLE OR OTHERWISE REVERSE ENGINEER THE ITEMS, OR ATTEMPT TO DO SO. CUSTOMER IS PROHIBITED FROM, AND SHALL NOT PERMIT ANY THIRD PARTY FROM, REMOVING, COVERING OR ALTERING ANY OF FREEFLIGHT'S PATENT, COPYRIGHT OR TRADEMARK NOTICES PLACED UPON, EMBEDDED IN OR DISPLAYED BY THE ITEMS OR THEIR PACKAGING AND RELATED MATERIALS. FREEFLIGHT GRANTS CUSTOMER NO RIGHT TO MANUFACTURE, DUPLICATE OR OTHERWISE COPY OR REPRODUCE ANY PROPRIETARY INFORMATION. WITHOUT LIMITING ANYTHING IN THESE TERMS AND CONDITIONS, FREEFLIGHT RESERVES ALL RIGHTS NOT EXPRESSLY GRANTED IN THESE TERMS AND CONDITIONS. CUSTOMER ACKNOWLEDGES THAT BY REASON OF ITS RELATIONSHIP WITH FREEFLIGHT, CUSTOMER MAY HAVE ACCESS TO OR CREATE PROPRIETARY INFORMATION THAT IS PROPRIETARY OR CONFIDENTIAL TO FREEFLIGHT, WHETHER OR NOT SO MARKED. CUSTOMER AGREES THAT IT WILL NOT USE OR DISCLOSE ANY PROPRIETARY INFORMATION, EXCEPT AS EXPRESSLY AUTHORIZED BY FREEFLIGHT IN WRITING. CUSTOMER WILL TAKE

EVERY REASONABLE PRECAUTION TO PROTECT THE CONFIDENTIALITY OF PROPRIETARY INFORMATION. UPON FREEFLIGHT'S REQUEST, CUSTOMER WILL RETURN ALL SUCH PROPRIETARY INFORMATION TO FREEFLIGHT.

**11. DEFAULT.** FREEFLIGHT RESERVES THE RIGHT, BY WRITTEN NOTICE OF DEFAULT, TO CANCEL AN AUTHORIZED ORDER, WITHOUT LIABILITY TO FREEFLIGHT, IN THE EVENT OF THE HAPPENING OF ANY OF THE FOLLOWING: INSOLVENCY OF CUSTOMER, THE FILING OF A VOLUNTARY PETITION IN BANKRUPTCY BY CUSTOMER, THE FILING OF AN INVOLUNTARY PETITION TO HAVE CUSTOMER DECLARED BANKRUPT, THE APPOINTMENT OF A RECEIVER OR TRUSTEE FOR CUSTOMER, OR THE EXECUTION BY CUSTOMER OF AN ASSIGNMENT FOR THE BENEFIT OF CREDITORS. IF CUSTOMER FAILS TO PERFORM AS SPECIFIED HEREIN, OR IF CUSTOMER BREACHES ANY OF THE TERMS HEREOF, FREEFLIGHT RESERVES THE RIGHT, WITHOUT ANY LIABILITY TO FREEFLIGHT, UPON GIVING CUSTOMER WRITTEN NOTICE, TO CANCEL THE AUTHORIZED ORDER IN WHOLE OR IN PART, BY WRITTEN NOTICE TO CUSTOMER AND CUSTOMER SHALL BE LIABLE TO FREEFLIGHT FOR ALL DAMAGES, LOSSES AND LIABILITY INCURRED BY FREEFLIGHT DIRECTLY OR INDIRECTLY RESULTING FROM CUSTOMER'S BREACH.

**12. ASSIGNMENT.** NEITHER THESE TERMS AND CONDITIONS, THE AUTHORIZED ORDER NOR ANY RIGHTS OR OBLIGATIONS HEREIN MAY BE ASSIGNED BY CUSTOMER NOR MAY CUSTOMER DELEGATE THE PERFORMANCE OF ANY OF ITS DUTIES HEREUNDER WITHOUT, IN EITHER CASE, FREEFLIGHT'S PRIOR WRITTEN CONSENT, WHICH MAY BE WITHHELD IN FREEFLIGHT'S SOLE DISCRETION.

**13. GOVERNING LAW, JURISDICTION, ATTORNEY'S FEES.** THESE TERMS AND CONDITIONS WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA AND APPLICABLE UNITED STATES FEDERAL LAW, WITHOUT REFERENCE TO "CONFLICT OF LAWS" PROVISIONS OR PRINCIPLES. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS WILL NOT APPLY TO THESE TERMS AND CONDITIONS. JURISDICTION



AND VENUE OF ANY DISPUTE OR LEGAL ACTION BROUGHT BY EITHER PARTY ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS, THE ITEMS OR SERVICES PROVIDED UNDER AN AUTHORIZED ORDER, OR THE COMMERCIAL RELATIONSHIP OF THE PARTIES, SHALL LIE EXCLUSIVELY IN, OR BE TRANSFERRED TO, THE COURTS OF THE COUNTY OF SANTA CLARA, CALIFORNIA AND/OR THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA. CUSTOMER HEREBY SUBMITS, CONSENTS, AND AGREES NOT TO CONTEST SUCH JURISDICTION AND VENUE. THE PREVAILING PARTY IN ANY DISPUTE OR LEGAL ACTION SHALL RECOVER FROM THE OTHER PARTY ITS REASONABLE ATTORNEYS' FEES AND COSTS OF SUIT IN ADDITION TO ANY OTHER RELIEF GRANTED.

**14. NOTICES.** ANY NOTICE REQUIRED OR PERMITTED UNDER THESE TERMS AND CONDITIONS WILL BE DEEMED GIVEN AND SERVED WHEN PERSONALLY DELIVERED, OR FIVE (5) BUSINESS DAYS AFTER SENT BY REPUTABLE INTERNATIONAL COURIER REQUIRING SIGNATURE FOR RECEIPT, ADDRESSED TO THE PARTY AT ITS NOTICE ADDRESS. EITHER PARTY MAY CHANGE ITS NOTICE ADDRESS BY WRITTEN NOTICE TO THE OTHER. THE CUSTOMER'S NOTICE ADDRESS SHALL BE ITS ADDRESS APPEARING ON THE AUTHORIZED ORDER. FREEFLIGHT'S NOTICE ADDRESS SHALL BE: FREEFLIGHT NAVIGATION LIMITED, ATTENTION: GENERAL COUNSEL - IMPORTANT LEGAL NOTICE, 645 NORTH MARY AVENUE, SUNNYVALE, CALIFORNIA 94086, USA.

**15. LIMITATION OF LIABILITY.** FREEFLIGHT'S AGGREGATE LIABILITY TO THE CUSTOMER UNDER OR FOR BREACH OF THESE TERMS AND CONDITIONS OR AUTHORIZED ORDER WILL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY THE CUSTOMER TO FREEFLIGHT UNDER THESE TERMS AND CONDITIONS OR AUTHORIZED ORDER. FREEFLIGHT WILL NOT BE LIABLE TO RESELLER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING

NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE, EVEN IF FREEFLIGHT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL FREEFLIGHT BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS. NOTHING IN THIS PARAGRAPH SHALL APPLY A BREACH OF EITHER PARAGRAPH 9 OR 11.

**16. GOVERNMENT END USERS.** USE, DUPLICATION, OR DISCLOSURE BY THE UNITED STATES GOVERNMENT IS SUBJECT TO RESTRICTIONS AS SET FORTH IN SUBPARAGRAPH (C)(1)(II) OF THE RIGHTS IN TECHNICAL DATA AND COMPUTER SOFTWARE CLAUSE AT DFARS 252.227-7013 OR SUBPARAGRAPHS (C)(1) AND (2) OF THE COMMERCIAL COMPUTER SOFTWARE - RESTRICTED RIGHTS AT 48 CFR 52.227-19, AS APPLICABLE.

**17. EXPORT.** THE CUSTOMER SHALL NOT EXPORT, DIRECTLY OR INDIRECTLY, ANY ITEM COVERED BY THESE TERMS AND CONDITIONS TO ANY COUNTRY IN VIOLATION OF ANY LAW OR REGULATION, INCLUDING WITHOUT LIMITATION ANY LAW OR REGULATION OF THE U.S. GOVERNMENT OR ANY AGENCY. THE CUSTOMER IS SOLELY RESPONSIBLE FOR COMPLYING WITH ALL APPLICABLE EXPORT AND IMPORT REGULATIONS AND OBTAINING ALL NECESSARY EXPORT AND IMPORT LICENSES OR PERMITS FOR THE DIRECT OR INDIRECT EXPORT OR IMPORT OF ANY ITEM COVERED BY THESE TERMS AND CONDITIONS. THE CUSTOMER WILL DEFEND, INDEMNIFY AND HOLD FREEFLIGHT HARMLESS AGAINST ANY LIABILITY (INCLUDING ATTORNEYS' FEES) ARISING OUT OF CUSTOMER'S FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH.

**18. INCONSISTENT TERMS.** IN THE EVENT OF ANY CONFLICT BETWEEN THE PRINTED TERMS ON THESE TERMS AND CONDITIONS, THE INFORMATION ON AN AUTHORIZED ORDER, AND ANY ATTACHMENTS THERETO: (I) ANY TERMS ON THE AUTHORIZED ORDER OVER THESE TERMS AND CONDITIONS; AND (II) ANY TYPED OR WRITTEN TERMS, INITIALED BY BOTH PARTIES, SHALL HAVE PRECEDENCE OVER PREPRINTED TERMS.

**19. INDEPENDENT CONTRACTORS.** THE RELATIONSHIP OF FREEFLIGHT AND CUSTOMER ESTABLISHED BY THESE TERMS AND CONDITIONS IS THAT OF INDEPENDENT CONTRACTORS, AND



NEITHER PARTY IS AN EMPLOYEE, AGENT, PARTNER OR JOINT VENTURER OF THE OTHER. NEITHER PARTY SHALL VOLUNTARILY OR INVOLUNTARILY BIND NOR ATTEMPT TO BIND THE OTHER TO ANY CONTRACT OR TO THE PERFORMANCE OF ANY OBLIGATION, NOR REPRESENT TO THIRD PARTIES THAT IT HAS ANY RIGHT TO ENTER INTO ANY OBLIGATION ON THE OTHER'S BEHALF.

**20. WAIVER.** FREEFLIGHT'S (I) WAIVER OF ANY PERFORMANCE BY THE CUSTOMER, (II) WAIVER OF ANY CONDITION OF THESE TERMS AND CONDITIONS, OR (III) CONSENT TO ANY BREACH OF THESE TERMS AND CONDITIONS BY THE CUSTOMER, SHALL (A) BE EFFECTIVE ONLY IF EXPRESSLY SET FORTH IN A WRITING SIGNED BY FREEFLIGHT, AND (B) NOT CONSTITUTE OR REQUIRE AN ONGOING WAIVER OF SUCH PERFORMANCE OR CONDITION, OR CONSENT TO ANY PREVIOUS, DIFFERENT OR SUBSEQUENT BREACH, REGARDLESS OF WHETHER SUCH PERFORMANCE, CONDITION OR BREACH IS SIMILAR, IDENTICAL OR RELATED, AND

REGARDLESS OF THE COURSE OF DEALING WHICH DEVELOPS OR HAS DEVELOPED BETWEEN THE PARTIES.

**21. PARTIAL INVALIDITY.** IF ANY PROVISION OF THESE TERMS AND CONDITIONS IS HELD BY A COURT OF COMPETENT JURISDICTION TO BE INVALID, ILLEGAL OR UNENFORCEABLE TO ANY EXTENT, THAT PROVISION SHALL, IF POSSIBLE, BE CONSTRUED AS THOUGH MORE NARROWLY DRAWN, IF A NARROWER CONSTRUCTION WOULD AVOID SUCH INVALIDITY, ILLEGALITY OR UNENFORCEABILITY, OR, IF THAT IS NOT POSSIBLE, SUCH PROVISION SHALL, TO THE EXTENT OF SUCH INVALIDITY, ILLEGALITY OR UNENFORCEABILITY, BE SEVERED, AND THE REMAINING PROVISIONS OF THIS AGREEMENT SHALL REMAIN IN EFFECT, PROVIDED, HOWEVER, THAT THE COURT SHALL HAVE AUTHORITY AND JURISDICTION TO, AND SHALL, ADD TO THESE TERMS AND CONDITIONS A PROVISION AS SIMILAR IN TERMS AND INTENDED EFFECT TO SUCH SEVERED PROVISION AS MAY BE POSSIBLE AND BE LEGAL, VALID AND ENFORCEABLE.

END OF TERMS AND CONDITIONS

FREEFLIGHT SYSTEMS STANDARD TERMS AND CONDITIONS OF SALE  
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