

**HONEYWELL MAINTENANCE SERVICE PLAN (MSP)
AGREEMENT FOR ENROLLED AIRCRAFT**

Number: _____

BETWEEN:

**HONEYWELL INTERNATIONAL INC.,
THROUGH ITS AEROSPACE BUSINESS (“Honeywell”)**

AND

**ROYAL MALAYSIA POLICE
 (“Company”)**

This MSP Avionics and/or MSP Mechanical Components agreement (“**Agreement**”) is entered into as of 1ST day of OCT, 2021 (the “**Effective Date**”) by and between Honeywell International Inc., a Delaware corporation, acting through its Aerospace business with its primary office at 1944 E. Sky Harbor Circle, Phoenix, AZ 85034, U.S.A., (“**Honeywell**”) and “**Company**”, as identified in the signature page of this Agreement, which may be referred to separately or jointly as a “**Party**” or the “**Parties**”, respectively.

COMPANY:	HONEYWELL INTERNATIONAL INC.
ROYAL MALAYSIA POLICE	Prepared by Coleen Tan
PASUKAN GERAKAN UDARA PDRM, PANGKALAN SEMENANJUNG SUBANG, 40150 SELANGOR, MALAYSIA	Prepared on 9/29/2021

This pricing proposal is subject to Honeywell current Channel Partner [MSP Avionics and/or MSP Mechanical Components Terms & Conditions](#).

By checking this box, it constitutes acceptance of current terms of the Agreement, as provided in the above URL, by authorized representative of the Company. The current version of the MSP Avionics and/or Mechanical Components Terms & Conditions are attached hereto for reference only.

Signature

Date

Name/Title

HONEYWELL MAINTENANCE SERVICE PLAN (MSP) PROFILE PAGE FOR ENROLLED AIRCRAFT

Company's direct invoice address:

**Honeywell Address
RETURN AGREEMENT TO:**

GALAXY AEROSPACE (M) SDN. BHD	Honeywell MSP Avionics and/or MSP Mechanical Components Sales
SUITE 11-14, HELICOPTER CENTRE, MALAYSIA INTERNATIONAL AEROSPCE CENTRE, SULTAN ABDUL AZIZ SHAH AIRPORT, 47200 SUBANG, SELANGOR, MALAYSIA	1944E. Sky Harbor Circle N.
NIK MOHD FAREEZ BIN AUDDIN	Mail Stop 2102-229
+60374550555, sales@galaxyaerospace.my	Phoenix, AZ 85034
	Attn: Karen Martinez

**Or in care of Channel Partner's address
(if different from above):**

Third Party (i.e. Management Company)

CHANNEL PARTNER NAME	MNGMT COMPANY NAME
CHANNEL PARTNER ADDRESS	MNGMT COMPANY ADDRESS

MSP Avionics and/or MSP Mechanical Components Agreement Number:	_____
P.O. Number:	
Payment Schedule:	Annual
Attachments:	Exhibits 1, 2 and 3
Aircraft/Product Covered:	As per Exhibits 1, 2 & 3 attached
Payments:	Payments to be made per Section 7
Enrolled Aircraft Model:	AW139
Enrolled Aircraft S/N:	31807 & 31809
Enrolled Aircraft Tail Number:	9M-PMA & 9M-PMD

NOTES: N/A

EXHIBIT 1

**ROYAL MALAYSIA POLICE
ENROLLED AIRCRAFT
in Honeywell MSP Avionics and/or MSP Mechanical Components**

Agreement #	_____
Company's Full Name	ROYAL MALAYSIA POLICE
Enrolled Aircraft Model	AW139
Enrolled Aircraft S/N	31807 & 31809
Enrolled Aircraft Tail Number	9M-PMA & 9M-PMD
Predicted Flight Hours – 1st year	500

Program & Year	AC SN	Product	Agreement Information		
		Per Configuration Sheet #	Period of Coverage	Net Total Price	Discount % applied
MSP AVIONICS 1 st YR	31807	Exhibit #2	10/1/2021 – 9/30/2021	\$ 57,375	25%
MSP AVIONICS 1 st YR	31809	Exhibit #2	10/1/2021 – 9/30/2021	\$ 57,375	25%

*NOTE:
25% high hour discount applied*

EXHIBIT 2

PRODUCT CONFIGURATION

MSP Avionics Pricing

COMPANY'S NAME:	ROYAL MALAYSIA POLICE		
AGREEMENT #:	_____		
ENROLLED AIRCRAFT MODEL:	AW139	AGREEMENT PERIOD:	10/1/2021 – 9/30/2021
ANNUAL PREDICTED FLIGHT HOURS:	500	DISCOUNT %:	25%
ENROLLED AIRCRAFT S/N:	31807 & 31809		

Agreement Price is based on the following Aircraft Configuration. Company is responsible for notifying Honeywell of parts on board. Honeywell's responsibility is to repair or replace product which is installed on Enrolled Aircraft and identified in this Exhibit 2, in accordance with Article 4.2.

PART NUMBER	DESCRIPTION	QTY	2021 SPEX PRICE
S67-2002-4	ALTIMETER-HW PART NO 7003586	2	<i>Covered, order new part</i>
7510300-901	ASSY, ADF ANTENNA AT-860	1	14,288.07
064-01072-0101	KPA 1052 POWER AMPLIFER	1	7,761.90
064-01073-0102	KRX 1053 TSO D FINAL ASSY	1	9,003.91
064-01074-0101	KAC 1052 TSO D FINAL ASSY	1	11,143.80
066-01177-0101	KTA 910 FINAL ASSEMBLY	1	10,101.59
071-00112-0200	KCM 805 CONFIGURATION MODULE	1	<i>Covered, order new part</i>
7026532-1902	MODULE ASSEMBLY, DATABASE	1	34,481.68
7009330-902	RECEIVER TRANSMITTER ASSEMBLY	1	61,316.45
7511900-99002	PANEL,AUDIO-AV900	4	39,087.86
071-01599-0100	DIRECTIONAL ANTENNA	2	<i>Covered, order new part</i>
7008471-710	CONTROLLER ASSEMBLY, WEATHER RADAR, W	1	7,182.19
7011702-846	GUIDANCE CONTROLLER ASSY	1	<i>Covered, support by Duncan</i>
A50A000-00-350	MULTIPURPOSE CONTROL AND DISPLAY UNIT RE	2	45,749.55
7027110-804	CONTROLLER,AUTO PILOT	1	7,567.82
7001840-934	RT-300, RADIO ALTIMETER RECEIVER TRANSMI	2	15,300.96
7010133	VALVE ASSEMBLY, THIN FLUX	2	3,551.67
7016683-866	CONTROLLER,DC-840	2	20,856.40
7026201-801	VDR ASSEMBLY	2	28,710.00
7026202-803	VIDL ASSEMBLY	2	25,209.95

7026534-1902	MODULE ASSEMBLY- CONTROL I-O	2	11,599.07
7026883-802	CURSOR CONTROL DEVICE	2	19,189.05
7031629-1950	CHASSIS,ELECTRICAL	2	17,359.08
7034057-1904	MODULE ASSEMBLY - DUAL NIC W/PROC W/FLAS	2	52,463.86
7510114-855	ADF MODULE	2	11,220.00
7510184-855	DME ASSEMBLY	1	10,780.00
7517959-904	MRC CHASSIS ASSEMBLY	2	5,610.00
HG1153CA03	AIR DATA MODULE	2	20,347.71
7517402-970	TRANSPONDER ASSEMBLY, ADS-B	1	26,290.76
965-1595-030	MKXXII EGPWS WITH GPS	1	38,113.19
245-604067-101	MODULE WAAS CAPABILTY	1	31,024.61
60000091-919	MODULE ASSEMBLY NIM	2	13,200.00
7016954-810	REMOTE INSTRUMENT CONTROLLER	2	<i>Covered, support by Duncan</i>
7029194-1801	MODULE ASSEMBLY - ACTUATOR I-O WITH PROC	4	26,700.30
7036350-802	DISPLAY UNIT - DU-1080N-3	4	66,396.13
7038248-1901	POWER SUPPLY ASSEMBLY - NEXT GENERATION	2	33,607.24
7038630-1901	MODULE ASSEMBLY- VIDEO/CONTROL	1	43,953.70
7034055-1901	MODULE ASSEMBLY - CMC WITH PM PROC	1	23,472.05
7025410-1901	MODULE ASSEMBLY - AGUSTA CUSTOM I/O	2	55,579.79
7519272-901	MODULE,AIRCRAFT PERSONALITY	2	<i>Repair Only</i>
7013512-912	BEACON CONTROLLER ASSEMBLY	1	<i>Repair Only</i>
60001748-1901	MODULE ASSEMBLY - AGUSTA NEXT GENERATION	2	<i>Repair Only</i>

NOTES:

- This table of Product, constituting the Product Configuration for the Enrolled Aircraft, identifies the Honeywell Avionic Product included in the MSP Avionics and/or MSP Mechanical Components Agreement identified above.
- SPEX Prices are provided for reference only, based on List Price in \$USD per event and are subject to change. Please refer to Honeywell Publication A65-8200-001 (SPEX Price Catalog – Corporate Operators) for terms and conditions. Current prices are also available by contacting the Honeywell Global Customer Care Center at 1+800-601-3099 (North America); (602) 365-3099 (International).

EXHIBIT 3

PRODUCT CONFIGURATION

MSP Mechanical Pricing

COMPANY'S NAME:	ROYAL MALAYSIA POLICE		
AGREEMENT #:	_____		
ENROLLED AIRCRAFT MODEL:	AW139	AGREEMENT PERIOD:	10/1/2021 – 9/30/2021
ANNUAL PREDICTED FLIGHT HOURS:	500	DISCOUNT %:	
ENROLLED AIRCRAFT S/N:	31807 & 31809		

Agreement Price is based on the following Aircraft Configuration, and includes Discount, if applicable.

Model	Part Number	Description	Qty	SPEX PRICE

NOTES:

- This table of Product, constituting the Product Configuration for the Enrolled Aircraft, identifies the Honeywell Avionic Product included in the MSP Avionics and/or MSP Mechanical Components Agreement identified above.
- SPEX Prices are provided for reference only, based on List Price in \$USD per event and are subject to change. Please refer to Honeywell Publication A65-8200-001 (SPEX Price Catalog – Corporate Operators) for terms and conditions. Current prices are also available by contacting the Honeywell Global Customer Care Center at 1+800-601-3099 (North America); (602) 365-3099 (International).
- MSP **Mechanical** Components orders for Gulfstream and Bombardier platforms should be placed through our partner Corporate Jet Support. Contact CJS toll free at 1-800-486-AERO (2376) or at +1-201-807-0784. Email at CJSSales@CorpJetSupport.com.

MSP Avionics and/or Mechanical Components Terms & Conditions (for reference only)

NOTICE

COMPANY IS ADVISED that an authorized Honeywell Channel Partner may be selling this program to Company under its authority as a Channel Partner, but this specific Agreement for MSP Avionics and/or MSP Mechanical Components services is between Honeywell and Company. The Channel Partner is not an agent or a party to this Agreement, the Channel Partner is included in this process as part of Honeywell's overall service network and to enhance the ease with which Company can maintain Products installed on the Enrolled Aircraft. See Section 7 for payment considerations.

RECITALS

WHEREAS, Honeywell is engaged in the design, manufacture, support and distribution of Honeywell aerospace products and accessories, including spare parts and components thereof as used in the aviation industry; and

WHEREAS, Company desires to enter into an agreement for the repair and replacement of Honeywell Products under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the Parties mutually agree as follows:

1. DEFINITIONS

The following definitions will apply to terms used in this Agreement:

- 1.1 Commercial Warranty** – Those manufacturer's warranties provided by Honeywell to the original customer (or holder in due course) of a product or service provided by Honeywell.
- 1.2 Days** – Calendar days, unless explicitly stated otherwise.
- 1.3 Channel Partner** – A Honeywell authorized Channel Partner (either a Service Center Licensee under a Mechanical Service Center Authorization or an Avionics Dealer that performs avionics sales, installation and services) who is an Airworthiness Authority or "Air Agency" certified under 14 CFR Part 145 (Domestic or Foreign Station) with the rating required to lawfully perform work on the Products.
- 1.4 Enrolled Aircraft** – Refers to the aircraft identified in Exhibit 1 of this Agreement which are owned and/or operated by Company, on which Product(s) intended for inclusion in this Agreement are installed.
- 1.5 Express Written Consent** – Written authorization from the granting party to perform a certain act, signed by a duly authorized representative of that party.
- 1.6 Product(s)** – Product as set forth in Exhibits 2 and 3 hereto.
- 1.7 Obsolescence or Obsolete** – Is a Product status declared by Honeywell, in its sole discretion, based on the Product no longer being manufactured, or the cost to procure components used in its manufacture or repair is prohibitive.

- 1.8 Predicted Flight Hours** – The annual estimate of flight hours for each Enrolled Aircraft as identified in Exhibit 1.
- 1.9 Pre-Existing Failure(s)** – Product(s) condition of failure, fault, or troubleshooting that is observed within thirty (30) Days prior to this Agreement’s Effective Date.

2. CONDITIONS PRECEDENT

Company must complete and demonstrate compliance with the following obligations prior to enrollment in the MSP Avionics and/or MSP Mechanical Components program.

- 2.1** Product must be installed on Enrolled Aircraft.
- 2.2** Enrolled Aircraft must be utilized in normal, non-airline and non-revenue corporate business aircraft or private service and may include Part 135 or Part 91 dry-leases or unscheduled charters to others. Within the context of this Agreement, helicopters engaged in similar service are included
- 2.3** Product must be, or have been installed per Honeywell specifications by an installation entity acceptable to Honeywell.
- 2.4** Each Party acknowledges and agrees that it may process certain business contact details relating to individuals engaged by the other Party in the performance of that other Party’s obligations under this Agreement (“**Staff**”). Each Party will take appropriate technical and organizational measures to protect such personal data against any security breaches and shall securely delete it once no longer required for the purposes for which it is processed. Where appropriate and in accordance with the applicable data protection legislation, each Party shall inform its own Staff that they may exercise their rights in respect of their personal data against the other Party by sending a written request with proof of identity to the other Party to the address set forth in this Agreement.
- 2.5** Company agrees to execute this Agreement prior to the expiration of any existing, relevant warranty period for subject Product, unless Honeywell gives its Express Written Consent to waive this condition precedent.
- 2.6** Honeywell reserves the right to audit Company's applicable maintenance records for the sole purpose of verification should there be any exchanges or repairs within the first thirty (30) Days after this Agreement’s Effective Date. Should the audit reveal any Pre-Existing Failures, which have been repaired or exchanged within the first thirty (30) Days of the Effective Date, Company will be invoiced for all costs associated with the repair or exchange of such failure.

3. RESPONSIBILITIES OF COMPANY

In the performance of this Agreement, Company will:

- 3.1** Confirm in writing to Honeywell within ten (10) business days after the Effective Date the Products are installed on the Enrolled Aircraft.
- 3.2** Notify Honeywell in writing within ten (10) business days (or extended notification period as agreed to by Honeywell) of any additions or modifications to the Products installed on

the Enrolled Aircraft after the Effective Date. Honeywell will advise Company of any additional fees that must be paid by Company before the additions or modifications to the Products are covered under this Agreement.

- 3.3** At all times comply with the most current versions of the “HII Repair and Overhaul Terms” and “HII Conditions of Sale” as well as the operating provisions and points of contact as set forth in the “Worldwide Exchange Program Policies and Procedures” (commonly referred to as the “SPEX Catalog”), all of which can be provided upon request or found at: <http://aerospace.honeywell.com>. If a Honeywell Product is removed from the SPEX Catalog, rental only status, Honeywell in its sole discretion may also remove this Honeywell Product from the MSP Avionics and/or MSP Mechanical Components program.
- 3.4** Request repair or replacement (repair applicable to MSP Avionics only) of Product by an appropriately rated and authorized Honeywell dealer/service agency or through a Honeywell worldwide support center. Company will notify service centers, maintenance personnel, and OEMs upon Product induction that the Enrolled Aircraft is enrolled in this MSP Avionics/Mechanical program and will provide this Agreement # to the service center prior to any work being done on the Product. Honeywell is not responsible for crediting changes from the service center if Company fails to provide this notification.
- 3.5** For MSP Avionics only, request, if necessary, use of a comparable no-charge rental unit (subject to availability) while Company’s Product is undergoing repair at a Honeywell Support Center (no title will pass on the rental units).
- 3.6** Notify Honeywell or an authorized Channel Partner of all defective Product during the Term of this Agreement.
- 3.7** Pay costs and fees (including but not limited to testing, quality documentation and freight costs) associated with returning Honeywell Product where no-fault was found and/or for delayed core returns. Core units must be returned to Honeywell by the way of airfreight within 14 Days (30 Days for shipments crossing international borders, or for such other period as set forth in the SPEX Catalog), from the date Honeywell shipped the exchanged unit.
- 3.8** Notify Honeywell of all changes in ownership of the Enrolled Aircraft in no less than thirty (30) Days prior to the sale of the Enrolled Aircraft. Failure to do so will be considered to be a material breach of this Agreement.
- 3.9** In the event that Honeywell is unable to provide a Product to Company because the SPEX pool is out of stock, Company is prohibited from purchasing any Products without Express Written Consent from Honeywell and Honeywell will not be liable for any costs for the replacement Product procured by the Company.

4. RESPONSIBILITIES OF HONEYWELL

In the performance of this Agreement, after confirmation that Company has complied with its obligations in this Agreement, Honeywell will:

- 4.1** Replace Product which is installed in Enrolled Aircraft and identified in Exhibits 2 and 3 to this Agreement that does not conform to applicable Honeywell specifications.

Replacement or exchange Product may be new, used or refurbished, at the sole discretion of Honeywell.

- 4.2** For Product listed in Exhibit 2 only, repair or replace Product which is installed in Enrolled Aircraft that does not conform to applicable Honeywell specifications. Replacement or exchange product may be new, used or refurbished at the sole discretion of Honeywell. Subject to Company's responsibilities set forth in Section 3 and the exclusions set forth in Section 6, Honeywell's coverage under this Section 4.2 includes:
 - 4.2.1** Product, listed in Exhibit 2 only, which is deemed Beyond Economic Repair (BER), provided that, in Honeywell's determination, such BER has not resulted from Company's negligence, abuse or neglect; and
 - 4.2.2** If available, unlike exchanges that do not result in a change to form, fit or function. For clarity, Honeywell has no responsibility to provide unlike exchanges in connection with Retrofit, Modification, and Upgrade (RMUs) programs.
- 4.3** For incoming Honeywell Product(s) requiring repair or exchange, pay air freight to ship Honeywell Product(s) from Company's location to Honeywell's repair facility.
- 4.4** Pay next day air freight to ship repaired or exchange Product(s) to the designated Honeywell Channel Partner once all the required order information has been received by Honeywell.
- 4.5** Deliver Honeywell Product (s) on delivery terms EX Works (Incoterms 2020), Honeywell's designated facility with the exception that Honeywell is responsible for obtaining the export license and completing all export clearance documents. Company is responsible for all duties, taxes, and other charges payable upon export. For clarity, Honeywell only assumes roundtrip shipping costs to/from designated locations as indicated under Section 4.3 and 4.4. The risk of loss or damage to all Product(s) in transit shall be borne by the Company. Honeywell will pack and ship Product(s) in accordance with standard commercial practices.
- 4.6** Pay a reasonable amount for labor, not to exceed five hundred dollars (\$500.00), allowance for unit removal and re-installation ("R&R") in Enrolled Aircraft and for costs of system troubleshooting, providing such are accomplished by an appropriately authorized Honeywell Channel Partner. The five hundred dollar (\$500.00) cap set forth in this provision shall not apply to any Product(s) which is still under an existing, relevant warranty at the time of the unit R&R. Company must submit all R&R claims under this Agreement through Honeywell's portal at <https://aerospace4.honeywell.com/wps/myportal/claims>. Honeywell has no liability for R&R claims made by Purchaser in any manner outside of this portal.
- 4.7** Make reasonable efforts to notify Company if any Product in Exhibit 2 or 3 either becomes Obsolete or is superseded during the Term of the Agreement. Honeywell will incur no liability should it declare the Product as Obsolete and any additional costs for a replacement will be passed on to the Company. If a suitable replacement is unavailable then Honeywell will adjust the Net Total Price, assessed proportionally, for the following year of the Agreement.

5. RELATIONSHIP OF THE PARTIES

- 5.1** The Parties acknowledge that they are independent contractors and no other relationship, including without limitation partnership, joint venture, employment, franchise, master/servant or principal/agent is intended by this Agreement. Neither Party has the right to bind or obligate the other.
- 5.2** Except as expressly provided to the contrary in this Agreement, the provisions of this Agreement are for the benefit of the Parties only and not for the benefit of any third party.
- 5.3** If a Channel Partner is identified on the first page of this Agreement, such identification is for administrative purposes only and does not imply, confer, or otherwise establish Channel Partner as an agent of Honeywell or as a party to this Agreement.

6. EXCLUSIONS

- 6.1** This Agreement does not apply to:
- Non-Products;
 - Scheduled maintenance events;
 - Units damaged other than Honeywell's demonstrated negligence; or
 - Pre-Existing Failures
- 6.2** This Agreement does not provide for, or cover:
- Subscription services;
 - Customs duties, import duties, broker's fees, taxes, and tariffs;
 - Special handling or expediting charges;
 - Expenses resulting from, or associated with, initial installation (excluding re-installation of replacements); or
 - Units which have been altered, modified, or repaired by non-authorized repair agencies or which have been subjected to damage from misuse, accident, lightning, moisture, corrosion, Acts of God, or similar events.

7. PRICES AND PAYMENT

- 7.1** Pricing for coverage is based on both the Predicted Flight Hours, as specified in Exhibit 1, of the Enrolled Aircraft on which the Products are installed, the product configuration, and annual Significant Exchanges.
- 7.2** Company is required, at a minimum, to provide actual flight hours extrapolated to an annual total no later than the tenth (10th) day of the month prior to the month in which this Agreement renews.
- 7.3** When actual flight hours in a contract year exceed Predicted Flight Hours by 30 or more hours (such +30 hour difference, "Significant Variances"), Company is obligated to notify Honeywell of such Significant Variances on an annual basis. Honeywell will evaluate whether the Significant Variances require an adjustment to the total annual fees payable by the Company for the following contract year. Variations in actual flight hours that are less than the Significant Variance range are considered acceptable variations and do not constitute an event that will cause any adjustment to the price.

- 7.4** If Company elects to not renew their coverage of the Agreement, or if the Agreement is terminated prior to its expiration date, Honeywell will issue an additional invoice to Company, reflecting the difference between the actual aggregate flight hours and the Predicted Flight Hours, for any associated Significant Variance, subject to Section 7.7 below.
- 7.5** Honeywell will invoice Company for the total annual fee upon enrollment or renewal initiation, unless alternative payment terms are approved by Honeywell at the time of enrollment or renewal and specified in payment schedule on the profile page for the Enrolled Aircraft.
- 7.6 Significant Exchanges.**
- 7.6.1** A “Significant Exchange” means that there have been excessive exchanges based upon Honeywell statistics and records above what is normal and expected for each part number.
- 7.6.2** Honeywell will monitor Company’s ongoing exchange history. Significant Exchanges by Company may require Company to pay additional fees at the end of this Agreement’s Term. Such additional fee adjustments will be in the form of a settlement using the following processes in Sections 7.6.3 and 7.6.4 below.
- 7.6.3 For Renewals.** Honeywell will adjust the annual price (as expressed in Exhibit 1) appropriately for the renewal term, in recognition of the aforementioned Significant Exchanges.
- 7.6.4 For Non Renewals.** Honeywell will issue an additional settlement invoice, subject to Section 7.8 below.
- 7.6.5** If variations in actual exchanges are within acceptable variation limits and do not constitute a “Significant Exchange”, no adjustment will be made.
- 7.7** Unless Company has been approved by Honeywell to purchase on credit, payment for all orders will be made at the time of order placement. In the event Company has been approved to purchase on credit from Honeywell, payment for that order will be due no later than 30 Days from the date of the invoice unless a shorter time period is specified on the invoice or otherwise communicated to Company in writing. Honeywell will determine in its sole discretion if Company qualifies to purchase on a credit. If credit is granted, Honeywell may change Company's credit standing at any time in its sole discretion and may, without notice to Company, modify (e.g., credit limit) or withdraw credit for any order, including open orders. Honeywell is not required to provide a hard copy of the invoice. Payments must be in U.S. currency and must be made via electronic fund transfer. Unless otherwise agreed to by Honeywell, payment by credit card is not permitted. Company will send an email to GCTSAERORemittance@Honeywell.com on or before the date of such electronic fund transfer advising remittance detail containing at a minimum Company’s order number, Honeywell’s invoice number and the amount paid per invoice. If Honeywell establishes a payment portal, Company shall pay Honeywell through such portal Company 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. Company must pay the undisputed amount of the invoice within the original invoice payment due date. If Company makes any unapplied payment and fails to reply to Honeywell's request for instruction on allocation within seven (7) calendar Days, Honeywell may set off such unapplied cash amount against any Company past-due invoice(s) at its sole discretion. An unapplied payment shall mean payment(s) received from Company without adequate remittance detail to determine what invoice the payment(s) shall be applied to. If Company has purchased this MSP Avionics and/or MSP Mechanical Components program from a Channel Partner, then payment terms will be as determined between Company and that Channel Partner. The Channel Partner will be responsible for remitting payment for this MSP Avionics and/or MSP Mechanical Components program back to Honeywell.

7.8 Company's failure to make payments as required under this Agreement constitutes a material breach of this Agreement and any other agreement in force or effect between Honeywell and Company at the time of the breach ("Other Agreement"). If a material breach is not cured within sixty (60) Days after written notice from Honeywell, Honeywell may suspend or withhold its performance under this Agreement and/or any Other Agreement, whether such Other Agreements were executed before or after the Effective Date of this Agreement, including but not limited to withholding non-FAA-mandated updates. This clause applies to all Other Agreements, whether entered into before or after the Effective Date of this Agreement and regardless whether such past or future contract includes an integration clause. For clarity, this clause supersedes any conflicting language in this or any Other Agreement. Additionally, Honeywell may at its option: (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 Company may be entitled; (3) set off any credit or sum owed by Honeywell to Company against any undisputed amount owed by Company to Honeywell including but not limited to amounts owed under any contract or order between the Parties; (4) withhold performance and future shipments to Company; (5) declare Company'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 incurred by Honeywell in attempting recovery of any sum due and owed to it by Company, including a late payment collection and processing fee of \$500 that will apply for each late invoice. This late payment collection and processing fee will be assessed on the first calendar day an invoice is overdue, and will continue to be assessed accumulatively every thirty (30) Days for any invoice which remains overdue. For clarity, late payment collection and processing fees are not subject to late payment interest calculations as outlined in (8) above; (11) if Company 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.

7.9 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"). Company 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 Company for such Taxes unless at the time of order placement, Company 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) Company will pay the Taxes on behalf of Honeywell to the relevant taxing authority in accordance with applicable law, and (c) Company 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 Company. This clause will survive expiration or any termination of this Agreement.

8. ESCALATION

8.1 The hourly rate for Predicted Flight Hours incurred under this Agreement, as listed in Exhibits 1, 2 or 3 is only for the first year commencing on the Effective Date. If Company has purchased an In Lieu of Warranty (ILOW) protection plan, the hourly rate for Predicted Flight Hours incurred under this Agreement, as listed in Exhibits 1, 2 or 3 is for the remaining years of warranty and for the first year after the warranty period expires.

8.2 To establish the hourly rate for subsequent one year periods (specifically for the ILOW protection plan, this commences on the second year after the warranty period expired), appropriate changes shall be calculated as follows:

8.2.1 Changes in the Average Hourly Earnings per Production Worker, as published by the U.S. Department of Labor, Bureau of Labor Statistics (BLS), North American Industry Classification System (NAICS) Code 3364 index CEU3133640008, will be used to compute 70% of the new hourly rate.

8.2.2 Changes in the Producers Price Index, BLS Code 10 index WPU 10, Metal and Metal Products, as published by the U.S. Department of Labor, Bureau of Labor Statistics, will be used to compute 15% of the new hourly rate.

8.2.3 Changes in the Producers Price Index, BLS Code 10 index WPU 142, PPI Commodity data for Transportation equipment-Aircraft and aircraft equipment, not seasonally adjusted, as published by the U.S. Department of Labor, Bureau of Labor Statistics, will be used to compute 15% of the new hourly rate.

8.2.4 The comparison period from year to year for calculating rate changes based on the aforementioned indices will be January through June. Data used in these comparisons will be data available from the Bureau of Labor Statistics as of September 1st of the current year.

- 8.2.5** If the computation results in a value less than 3.5%, then the final escalation will be 3.5%. When the computation results in a value between 3.5% and 5%, the escalation percentage will be as calculated and no further adjustments will be made. If the computation results in a value greater than 5%, the escalation will be 5% plus one-half of the amount in excess of the 5% base. For example, if the computed value is 8%, then the final escalation percentage would be 6.5% (5% + [1/2 of 3%]).
- 8.2.6** Honeywell will perform these calculations each year and advise the Company of any escalation applicable for the next one year term no later than November 1st of the current year.
- 8.2.7** If for any reason the above referenced economic indices, singularly or in combination, are not published or only partially published, Honeywell reserves the right to use different published indices, the above referenced published indices from the preceding year, if available; or, if not, the published indices from the most recent preceding year as the basis for determining any rate change appropriate for the forthcoming calendar year.

9. BAILMENT OF HONEYWELL OWNED PROPERTY

Company may upgrade their Product that is covered under this Agreement for an additional charge to be provided by Honeywell at the time of request. In addition, if Honeywell has a rental available for the Product being upgraded, such rental will be free of charge during the time that the Company's Product is being upgraded by Honeywell, subject to the Company entering into a separate bailment agreement pursuant to Honeywell's standard bailment terms and conditions.

10. LIMITED WARRANTY

- 10.1** Honeywell warrants during the Term of this Agreement and in accordance with the provisions set forth herein that all Product shall be free from defects in material and workmanship under normal operating conditions.
- 10.2** THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. IN NO EVENT WILL HONEYWELL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON HONEYWELL UNLESS SET FORTH IN WRITING AND SIGNED BY HONEYWELL'S AUTHORIZED REPRESENTATIVE.

11. LIMITATION OF LIABILITY

IN NO EVENT WILL HONEYWELL BE LIABLE FOR ANY INCIDENTAL CONSEQUENTIAL, SPECIAL, PUNITIVE, STATUTORY, OR INDIRECT DAMAGES, LOSS OF PROFITS, REVENUES, OR USE, OR THE LOSS OR CORRUPTION OF DATA, EVEN IF INFORMED OF THE POSSIBILITY OF THESE DAMAGES AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE AGGREGATE LIABILITY OF

HONEYWELL FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT IS LIMITED TO DIRECT DAMAGES NOT TO EXCEED THE AMOUNT PAID FOR THE SPECIFIC PRODUCT OR 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, INDEMNITY, WARRANTY, TORT, OPERATION OF LAW, OR OTHERWISE.

12. TERM

This Agreement commences on the Effective Date and will be automatically renewed every twelve (12) months (“**Term**”), unless either Party gives the other Party written notice of the non-renewal prior to the end of applicable term. Notwithstanding the foregoing, the Term is subject to termination as provided in Section 13.

13. TERMINATION

13.1 Either Party may terminate this Agreement by giving written notice to the other Party upon the occurrence of any of the following events:

- (a) the other Party materially breaches this Agreement and fails to remedy the breach within 60 calendar days after receipt of written notice that specifies the grounds for the material breach; or
- (b) any insolvency or suspension of the other Party's operations or any petition filed or proceeding made by or against the other Party 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.

13.2 Honeywell may terminate this Agreement if Company fails to meet the requirements of the “Conditions Precedent”, “Responsibilities of Company” or “Prices and Payments” articles of this Agreement.

13.3 Honeywell may suspend performance under this Agreement at Company's expense if Honeywell determines that performance may cause a safety, security, or health risk.

13.4 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 Agreement or in law or equity.

13.5 In the event this Agreement is terminated within the first three (3) years after the Effective Date due to Company's non-renewal per Section 12, and for any reason other than Honeywell's uncured default, Honeywell will invoice Company an investment reimbursement of fees which will be determined as follows:

- (a) Total fees paid by Company under the Agreement to the date of termination,
- (b) The total listed prices and fees associated with all exchanges completed by the date of termination.

The difference between the total exchange costs in (b) and the total fees paid by the Company prior to termination in (a) will be calculated and paid by Company to Honeywell immediately upon termination of the Agreement. No refunds will be given should (a) be greater than (b).

14. ASSIGNMENT

- 14.1** Neither this Agreement nor any rights or obligations hereunder, may be assigned, pledged or encumbered by Company without the Express Written Consent of Honeywell. Previous restriction notwithstanding, Company may assign this Agreement to any affiliate which it directly or indirectly controls, is controlled by or is under common control with Company and to which operational control of the Enrolled Aircraft may be transferred, whether by way of a corporate reorganization or otherwise, with written notice to Honeywell.
- 14.2** Honeywell may assign, pledge or encumber its rights under this Agreement, and Honeywell may assign the Agreement and all rights and obligations hereunder, in both cases without notice to Company.

15. SALE OR TRANSFER OF ENROLLED AIRCRAFT

- 15.1** Should Company sell or transfer title of the Enrolled Aircraft and replace the Enrolled Aircraft with a different or new aircraft during the Term, then the Company's rights to service under this Agreement may be transferred to the new or replacement aircraft, subject to reasonable prior written notice to (no later than one week before the contemplated transfer) and written concurrence by Honeywell and rate adjustments for the new or replacement aircraft.
- 15.2** Should Company sell or otherwise transfer title of the Enrolled Aircraft, outside of the internal transfers contemplated by Section 15.1 above, Company's rights to service under this Agreement may be transferred, subject to reasonable prior written notice to (no later than one week before the contemplated transfer) and written concurrence by Honeywell. Company agrees that in the event this Agreement or the Enrolled Aircraft is transferred NO REFUND OF FEES WILL BE PROVIDED. In the event Company sells or transfers title to the Enrolled Aircraft and does not transfer the Agreement to the new owner, Honeywell is entitled to pursue from Company any amounts due as outlined in Section 13.5.

The failure of either Party to enforce at any time any of the provisions of this Agreement will not be construed to be a continuing waiver of any provisions hereunder nor will any such failure prejudice the right of such Party to take any action in the future to enforce any provisions hereunder.

16. WAIVER

Failure of either Party to enforce at any time any of the provisions of this Agreement will not be construed to be a continuing waiver of any provisions hereunder.

17. GOVERNING LAW

This Agreement and all matters related to this Agreement 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. Application of the Uniform Computer Information Transactions Act and United Nations Convention on Contracts for the International Sale of Goods, 1980, and any successor law to either is specifically excluded. Company will not bring a legal or equitable action more than one year after the cause of action arose unless a shorter period is provided by applicable law.

18. DISPUTES

- 18.1** Any dispute, claim, controversy, action, cause of action, arising out of or relating to this Agreement, including the breach, termination or validity thereof, will be finally resolved by a sole arbitrator in accordance with the International Institute for Conflict Prevention & Resolution, Inc. (CPR) Rules for Non-Administered Arbitration then currently in effect. The arbitration will be conducted in English. 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 New York, NY. The law of this arbitration clause will be in accordance with the Governing Law & Jurisdiction clause set forth in this Agreement.
- 18.2** 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 Agreement, 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.
- 18.3** 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 that dispute adjudicated before a court of competent jurisdiction and this section will not be binding on either Party with respect to that dispute in its entirety or any related dispute, including any portions of a dispute that do not concern intellectual property rights.
- 18.4** Company has agreed to purchase this Agreement through a Channel Partner. This is an option that requires an initial three (3) year commitment to that Channel Partner. If Company is having performance issues with the Channel Partner, as identified on the front page of this Agreement, Company must give the current Channel Partner the opportunity to remedy such issues. If the Channel Partner is unable to remedy the performance issues, Company may then contact Honeywell and provide the details of such performance issues. Honeywell will review the Company's concerns and do what is reasonably necessary to resolve the dispute. After the three (3) years, if Honeywell in good faith believes that it is in the best interests of Company to replace the Channel Partner, Honeywell and Company will mutually agree upon the terms of such replacement and reassignment during the sixty (60) days prior to the renewal date of this Agreement. For clarity, Company may only replace a Channel Partner after a three (3) year period. Should Company request and replace a Channel Partner prior to the end of the three-year period, Company's pricing will be reset to the current year's catalogue rate.

19. EXCUSABLE DELAY OR NONPERFORMANCE

Except for payment obligations, neither Party will be liable to the other for any failure to meet its obligations due to any force majeure event. Force majeure is an event beyond the reasonable control of the non-performing Party and may include but is not limited to: (a) Delays or refusals to grant an export license or the suspension or revocation thereof; (b) Any other acts of any government that would limit a party's ability to perform under this Agreement; (c) Fires, earthquakes, floods, tropical storms, hurricanes, tornadoes, severe weather conditions, or any other acts of God; (d) Quarantines or regional medical crises; Shortages or inability to obtain materials, equipment, energy, or components; (f) Labor strikes or lockouts, and (g) Riots, strife,

insurrection, civil disobedience, landowner disturbances, 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). 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. Notwithstanding the prior sentence, quantities affected by this force majeure clause may, at the option of Honeywell, be eliminated from the Agreement without liability, but the Agreement will remain otherwise unaffected.

20. SANCTIONS

Company represents, warrants, agrees that:

Company is not a “Sanctioned Person,” meaning any person or entity : (i) named on the U.S. Department of the Treasury’s Office of Foreign Assets Control’s (“OFAC”) list of “Specially Designated Nationals and Blocked Persons,” “Sectoral Sanctions Identifications List” or other economic sanctions lists issued pursuant to a United States governmental authority, the European Union Common Foreign & Security Policy or other governmental authority; (ii) organized under the laws of, ordinarily resident in, or physically located in a jurisdiction that is the subject of sanctions administered by OFAC or the U.S. Department of State (each a “Sanctioned Jurisdiction” and including, at the time of writing, Cuba, Iran, North Korea, Syria, and the Crimea region); or (iii) owned or controlled, directly or indirectly, 50% or more in the aggregate by one or more Sanctioned Persons.

Company is in compliance with and will continue to comply with all economic sanctions laws administered by OFAC, the U.S. Department of State, the European Union, or the United Kingdom (“Sanctions Laws”). Company will not involve any Sanctioned Persons or group of Sanctioned Persons in any capacity, directly or indirectly, in any part of this transaction and performance under this transaction. Company will not take any action that would cause Honeywell to be in violation of Sanctions Laws.

Company will not sell, export, re-export, divert, or otherwise transfer, any Honeywell products, technology, or software: (i) to any Sanctioned Persons; or (ii) for purposes prohibited by any sanctions program enacted by the U.S Government.

Company’s failure to comply with this provision will be deemed a material breach of the Agreement, and Company will notify Honeywell immediately if it violates, or reasonably believes that it will violate, any terms of this provision. Company agrees that Honeywell may take any and all actions required to ensure full compliance with all sanctions laws without Honeywell incurring any liability.

21. SEVERABILITY

If any provision or portion of a provision of this Agreement is determined to be illegal, invalid, or unenforceable, the validity of the remaining provisions will not be affected. The Parties may agree to replace the stricken provision with a valid and enforceable provision.

22. NOTICES

22.1 All notices and other communications given hereunder to any Party regarding this Agreement will be in writing, refer to the Agreement number, in the English language, and delivered at or mailed to each Party at the following respective addresses:

To Honeywell:

Honeywell MSP Avionics and/or
MSP Mechanical Components Sales
1944 E. Sky Harbor Circle N.
Mail Stop 2102-229
Phoenix, AZ 85034
Attn: Karen Martinez

To Company:

Unless otherwise notified, Honeywell will distribute all notices to the person identified in the Company's signature element of this Agreement.

22.2 Notices will be deemed received when delivered either:

- (a) Two business 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.

23. ATTACHMENTS AND EXHIBITS

All attachments and exhibits described in this Agreement are deemed to be incorporated in and made a part of this Agreement, except that if there is any inconsistency between this Agreement and the provisions of any attachment or exhibit the provisions of this Agreement will control. Terms used in an attachment or exhibit and also used in this Agreement will have the same meaning in the attachment or exhibit as in the Agreement.

24. ORDER OF PRECEDENCE

The "HII Repair and Overhaul Terms", "HII Conditions of Sale", and "Worldwide Exchange Program Policies and Procedures" documents are incorporated by reference into this Agreement. Any inconsistency in the provisions of this Agreement will be resolved by giving precedence in the following order:

- (a) The main body of this Agreement;
- (b) The "Worldwide Exchange Program Policies and Procedures" (applicable to exchanges and rentals only), OR the "HII Repair and Overhaul Terms" (applicable to repairs only);
- (c) The "HII Conditions of Sale".

25. HEADINGS AND CAPTIONS

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

26. SURVIVAL

Provisions of this Agreement that by their nature should continue in force beyond the completion of termination of this Agreement, or any associated orders, will remain in force.

27. COUNTERPARTS

This Agreement may be signed in counterparts (including faxed and any electronic or digital format), each of which will be deemed one and the same original. Reproductions of this executed original (with reproduced signatures) will be deemed to be original counterparts of this Agreement.

28. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous agreements, communications, or representations, either verbal or written between the Parties hereto. Any oral understandings are expressly excluded. This Agreement may not be changed, altered, supplemented or added to except by the mutual written consent of the Parties' authorized representatives.

For good and valuable consideration, the nature and adequacy of which is hereby acknowledged, the Parties agree this Agreement is effective as of the Effective Date.