

ARINC Industry Activities Corporate Sponsorship Agreement

This Agreement, effective as of the date of the last signature below is made by and between _____ (“Sponsor”) and ARINC Industry Activities, a division of ARINC Incorporated.

The AEEC, AMC, and FSEMC are aviation industry activities organized by ARINC Industry Activities. The AEEC, AMC, and FSEMC cooperatively establish common technical standards and develop shared technical solutions that no one organization could develop independently. Use of the resulting standards and solutions creates value by improving cost effectiveness, increasing productivity, and reducing lifecycle costs for airlines; aircraft and flight simulator manufacturers; avionics suppliers; and aviation maintenance, training and communication service providers.

ARINC Industry Activities coordinates and serves as secretariat for AEEC, AMC, and FSEMC. ARINC Industry Activities offers the Corporate Sponsorship plan as described in this agreement to the aviation suppliers and other organizations that participate in and benefit from the work of these activities. Corporate Sponsorship fees paid under the terms of this agreement are used to pay for a portion of the ARINC Industry Activities secretariat function and related costs. This Agreement contains the terms and conditions for Corporate Sponsorship.

1. **Sponsorship Service and Benefits:** Under this Agreement, ARINC Industry Activities agrees to provide Sponsor the applicable Corporate Sponsorship Benefits as listed below. A single Sponsorship shall entitle Sponsor to receive the applicable benefits under the terms agreed upon:
 - A. Electronic access and download capability via the Internet for *ARINC* Standards (defined below).
 - B. Electronic access and download capability via the Internet of other publicly available documents produced by ARINC Industry Activities in support of the AEEC, AMC, and FSEMC including, Draft *ARINC* Standards documents meeting announcements, meeting reports, working papers, and the AeroLine® and Plane Talk® newsletters.
 - C. Automatic notification via electronic mail of newly posted documents identified in paragraphs A and B.

ARINC Standards specify avionics equipment, avionics systems, and avionics and flight simulator engineering and maintenance best practices. There are three classes of ARINC Standards: ARINC Characteristics, ARINC Specifications, and ARINC Reports. The Standards obtained under this agreement are the product of industry consensus through the AEEC, AMC, and FSEMC and it is understood that ARINC Industry Activities’ role is to provide Secretariat services related, inter alia, to document development and distribution; ARINC Industry Activities administers the distribution of the Standards but does not guarantee the technical content.

2. **Charges for Service:** The Annual Charges to Sponsor for the service shall be as shown in the following table:

Corporate Sponsorship Annual Fee Schedule

CATEGORY	ANNUAL REVENUE OF CORPORATE SPONSOR ENTITY	ANNUAL FEE
6	\$10 Billion or greater	\$10,000
5	\$1 Billion to \$9.999 Billion	\$8,000
4	\$500 Million - \$999 Million	\$6,000
3	\$10 Million - \$499 Million	\$3,000
2	\$ 1 Million - \$ 9.99 Million	\$1,750
1	Less than \$1 Million	\$1,000

Note: Government, Associations, Standards Organizations and Academic Institutions: Category 3

3. **Payment:** Sponsor’s initial payment shall be due upon order. Subsequent calendar year payments shall be due within thirty (30) days from the invoice issue date of the applicable year. All payments shall be made by check, wire transfer

or credit card (Visa, MasterCard, American Express, 410-266-4312, 8:00 a.m. – 4:00 p.m.) to the following address, as appropriate.

For Payment By Check:
 ARINC Industry Activities
 c/o ARINC Incorporated
 P. O. Box 951273
 Dallas, TX 75395-1273

For Payment By Wire Transfer:
 Acct Name: ARINC Incorporated
 Acct Number: 2000022987866
 Bank: Wachovia Bank, N.A
 Wire ABA: 053000219

4. Changes: Adjustments to Charges: ARINC Industry Activities may modify prices, or other terms, for subsequent terms by notice prior to the start of the Subsequent Term. Sponsor will be notified of all changes of the Annual Fee or modification of the terms of this Agreement at least 120 days in advance of the effective date.
5. Taxes: Sponsor shall be responsible for any applicable sales, use, gross receipts or customs taxes or fees associated with Sponsorship and its benefits.
6. Term: This Agreement shall commence as of the date of Sponsor's signature below and shall continue for an Initial Term expiring on December 31 of the current calendar year. Sponsorship is contingent upon receipt of Fees. Fees for the Initial Term shall be due concurrently with Sponsor's application. For subsequent terms, Sponsor shall be invoiced annually or semi-annually upon request and payments shall be due within thirty (30) days of the date of invoice. This Agreement shall automatically renew for successive Subsequent Terms of one (1) year unless either party provides ninety (90) days advance written notice to the other that it elects to terminate this Agreement upon the expiration of the then-current Initial or Subsequent Term. In the event that Sponsor breaches its license obligations hereunder, ARINC may terminate this Agreement and any rights associated with it upon thirty (30) day written notice.
7. Currency: All charges, taxes and payments are stated and payable in United States Currency.
8. Sponsor Responsibilities:
 - A. Sponsor shall be responsible for providing its own access to the World Wide Web in order to access the ARINC Standards and other publications available under the terms of this agreement.
 - B. Sponsor is responsible for ensuring the security of their User ID and Password which is provided by ARINC Industry Activities for accessing the benefits of the Corporate Sponsorship. Passwords and User IDs provided to the Sponsor are the property of ARINC Industry Activities, however, the responsibility of the Sponsor to secure their confidentiality. ARINC Industry Activities reserves the right to assign a new Password (and disable rights to old Password) from time to time.
 - C. Sponsor shall not distribute User ID and Password obtained under this agreement to anyone that is not an Authorized User (see License Rights and Restrictions for Authorized Users)
 - D. Sponsor shall not provide access to data by anyone outside of the Corporate Sponsor Entity (e.g., entire corporation, a specific corporate subsidiary or division, etc.) as selected by the Sponsor when determining the appropriate Sponsor Category.
9. Rights and Restrictions:

Upon payment in full by the Sponsor of the fees set forth above as applicable and compliance with the terms and conditions of this Agreement, ARINC Industry Activities shall grant to Sponsor the right to use the ARINC Standards as set forth below.

 - A. **GRANT:** ARINC Industry Activities grants to Sponsor a non-exclusive, non-transferable right to access and refer to the ARINC Standards for system development purposes.
 - B. **AUTHORIZED USERS:** For the purposes of this Agreement, Authorized Users are defined as the full-time employees of the Sponsor located at the Sponsor facility of the Corporate Sponsor Entity selected by the Sponsor when determining the Sponsor Category. This specifically *excludes* employees of other organizations (e.g., subcontractors, vendors) that are also working at said Sponsor facility.

C. RESTRICTIONS: Under no circumstances shall Sponsor:

1. Make copies of any ARINC Standard in any form, *or portions thereof*; other than a single electronic copy stored on the computer of the individual Sponsor Authorized User that downloaded the ARINC Standard and a single paper copy for personal use by such individual Authorized User, Storage on a multi-user server is permitted as long as access is strictly limited to only to Sponsor Authorized Users.
2. Remove or otherwise modify any disclaimer, proprietary markings or notices contained within or placed upon any ARINC Standards or documentation;
3. License, sublicense, sell, assign, transfer or otherwise convey use of any ARINC Standards or other documentation without the prior written consent of AIA.
4. Provide or allow any timesharing arrangements using any ARINC Standards;
5. Make any modifications to or derivative works from any ARINC Standards except in the context of making proposals for supplements to such standards as part of an AEEC/AMC/FSEMC sponsored process;
6. Disassemble, decompile, reverse engineer or otherwise create or attempt to create or allow others to create or attempt to create source code from any software and/or files provided by ARINC.

10. Joint Responsibilities:

- A. The relationship between ARINC Industry Activities and Sponsor under this Agreement shall be, and at all times, remain one of independent contractors and neither party shall have the authority to enter into any contract or commitment in the name of, or on behalf of, the other party. Nothing in this agreement shall be construed to confer upon either party the status of employee, agent, partner joint venturer or legal representative of the other, it being intended by both parties to remain independent legal entities solely responsible for its own actions.
- B. Point of Contact: Sponsor and ARINC Industry Activities and shall each appoint an exclusive point of contact for the purpose of coordination of technical information and notices relating to this Agreement. Either party may change their point of contact by written notification.

<u>Sponsor</u>	<u>AIA</u>
Name: _____	Name: Vanessa A. Mastros
Address: _____ _____	Address: 2551 Riva Road Annapolis, Maryland 21401
Telephone: _____	Telephone: 410-266-2381
Fax: _____	Fax: 410-266-2047
E-mail: _____	E-mail: IA.Sponsorships@arinc.com

11. Miscellaneous:

- A. AIA provides the Service, and Sponsor accepts the Service, on an "AS IS" basis. Neither ARINC Industry Activities nor AEEC has made any determination whether the ARINC Standards could be subject to valid claims or patent, copyright or other proprietary or intellectual property rights by third parties. ARINC Industry Activities makes no warranty, express, implied, written, or oral, as to the condition or nature of the Service as delivered or provided pursuant to this Agreement. ARINC INDUSTRY ACTIVITIES, FOR ITSELF AND AEEC, SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

- B. In no event shall ARINC Industry Activities be liable for any direct, indirect, special, incidental, consequential, reliance, or any other damages, including, but not limited to, loss of revenue or profits, arising out of Sponsor's use of the Service even if ARINC Industry Activities has been advised of the possibility of such damages.
 - C. In the event that Sponsor breaches its license obligations hereunder, ARINC Industry Activities may terminate this Agreement and any rights associated with it upon written notice.
 - D. Sponsor acknowledges that ARINC Industry Activities Corporate Sponsorship benefits are provided hereunder on a contractual basis and may contain features which disable operations after a particular date.
 - E. While ARINC Industry Activities will use reasonable efforts to maintain AEEC data on a server, it is understood that any Internet connected server can be subject to service interruptions from time to time and Sponsor accepts such risk.
 - F. Sponsor agrees to all reasonable efforts not to allow introduction of viruses, Trojan horses, worms, or other service disruptive elements into the service server.
 - G. Sponsorship is assessed is on an individual basis, therefore Sponsor may not assign its Sponsorship for any reason.
 - H. This Agreement and any attachments thereto is the entire and sole agreement of the parties with respect to its subject matter and shall take precedence over any document that may conflict with it. ARINC Industry Activities may add, delete or modify the terms and conditions of this Agreement for subsequent terms. ARINC Industry Activities shall notify Sponsors of any changes at least 120 days in advance of the effective date of the changes.
12. Law Governing: The terms and conditions of this Agreement shall be governed by the laws of the State of Maryland, without regard to its choice of laws, rules or principles, and expressly excluding the application of the 1980 United Nations Convention on Contracts for the International Sale of Goods.
13. Survival: Notwithstanding the termination or expiration of this Agreement, it is acknowledged and agreed that those rights and obligations which by their nature are intended to survive such expiration or termination and which have accrued but have not been fully satisfied, performed or complied and prior to the expiration or termination, shall survive the expiration or termination hereof to the extent necessary for the full and complete performance of such obligations.

IN WITNESS WHERE OF, each party hereto intending to be bound, has caused its duly authorized representative to execute this Agreement on its behalf as of the Effective Date. The person executing this document hereby certifies that the Sponsor name set forth below is the full, complete and correct name of the entity entering into this Agreement.

Sponsor Name: _____
Address: _____

ARINC Incorporated
 2551 Riva Road
 Annapolis, MD 21401
 USA

SIGNED BY: _____

SIGNED BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

ARINC
 Industry Activities, MS 6-3550
 2551 Riva Road
 Annapolis, MD 21401-7465
 Phone: (410) 266-4110
 Fax: (410) 266-2047
www.arinc.com

Industry Activities Corporate Sponsorship Application

Name of Organization: _____

Primary User Representative	Alternate User Representative
Name:	Name:
Title:	Title:
Address:	Address:
Phone:	Phone:
Fax:	Fax:
E-mail:	E-mail:

Statement of organization's aviation-related activities:

<u>Corporate Sponsorship Annual Fee Schedule</u>		
INDICATE CATEGORY	ANNUAL REVENUE OF CORPORATE SPONSOR ENTITY	ANNUAL FEE
6	\$10 Billion or greater	\$10,000
5	\$1 Billion to \$9.999 Billion	\$8,000
4	\$500 Million - \$999 Million	\$6,000
3	\$10 Million - \$499 Million	\$3,000
2	\$ 1 Million - \$ 9.99 Million	\$1,750
1	Less than \$1 Million	\$1,000

Note: Government, Associations, Standards Organizations and Academic Institutions: Category 3

Payment Options

I am enclosing \$ _____ to establish my Industry Activities Corporate Sponsorship. Please make your checks payable to ARINC.

I wish to charge my Sponsorship to my credit card (MasterCard, Visa, American Express).

Card Number: _____ Exp. Date: _____

Signature: _____

Name on Card: _____

I wish to transfer the sponsorship dues directly in your account via Wire Transfer.

Account Name: ARINC Incorporated
 Account Number: 2000022987866
 Bank : Wachovia Bank, N.A
 ABA# 111-000-012
 Wire ABA: 053000219

Tracking Information:

Date of Transfer: _____

Bank Used: _____

Tracking Number: _____