

**ARINC INDUSTRY ACTIVITIES ASSOCIATE MEMBERSHIP AGREEMENT**

This Associate Member Agreement (“Agreement”) is made by and between \_\_\_\_\_ (“Member”) and SAE Industry Technologies Consortia, a Pennsylvania not-for-profit corporation having an office at 16701 Melford Blvd., Suite 120, Bowie, MD 20715 (“SAE ITC”). This Agreement contains the terms and conditions for non-airline Associate Membership in the AEEC, AMC, and/or FSEMC aviation industry activities (“Activities”) organized by ARINC Industry Activities (“ARINC IA”), an industry program of SAE ITC.

1. **Mission:** 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.
2. **ARINC Industry Activities:** ARINC IA coordinates and serves as secretariat for AEEC, AMC, and FSEMC—the aviation industry activities organized by SAE ITC. Associate Membership Fees paid under the terms of this agreement are used to support the ARINC IA secretariat function and related costs.
3. **Associate Membership:** Fundamental to the success of the AEEC, AMC, and FSEMC is cooperation among the airlines and other Associate Members of the aviation community that participate in these activities. Associate Members benefit from the information exchange among participants in the activities and the ARINC Standards and other technical deliverables that result from the work of these activities. By this application, Associate Member accepts the Terms and Conditions of this Agreement and any attachments thereto.
4. **Point of Contact:** Associate Member and SAE ITC 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. Invoices will be sent to the Organization Point of Contact unless otherwise specified in writing by Associate Member.

Organization Point of Contact

SAE ITC

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

Name: Vanessa A. Mastros

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

Address: 16701 Melford Blvd., Suite 120

\_\_\_\_\_

Bowie, MD 20715

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

Telephone: 240.334.2575

Email: \_\_\_\_\_

Email: [Vanessa.Mastros@sae-itc.org](mailto:Vanessa.Mastros@sae-itc.org)

Annual Gross Revenue USD (See Attachment B): \_\_\_\_\_ US Dollars

Associate Membership Selected:     AEEC     AMC     FSEMC     All

***IN WITNESS WHEREOF***, 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 Associate Member name set forth below is the full, complete, and correct name of the entity entering into this Agreement.

**SAE Industry Technologies Consortia**

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

ARINC Industry Activities

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

16701 Melford Blvd., Suite 120

\_\_\_\_\_

Bowie, MD 20715

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

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

Email: \_\_\_\_\_

**SIGNED BY:** \_\_\_\_\_

**SIGNED BY:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

*Please return executed Associate Membership Agreements by email ([vanessa.mastros@sae-itc.org](mailto:vanessa.mastros@sae-itc.org)) or by mail to: SAE ITC, ARINC Industry Activities, 16701 Melford Blvd., Suite 120, Bowie, MD 20715, USA.*

## TERMS AND CONDITIONS

- A. Joint Responsibilities: The relationship between SAE ITC, the Activities and its Associate Members shall be, and at all times, advisory only, and no party shall have the authority to enter into any contract or commitment in the name of, or on behalf of, any 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 all parties to remain independent legal entities solely responsible for its own actions.
- B. Term and Termination: This Agreement shall commence as of the date of authorized signature and shall continue for an Initial Term expiring on December 31 of the current calendar year. This Agreement shall automatically renew for successive Subsequent Terms of one (1) year unless either party provides at least 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 Associate Member breaches its license obligations hereunder, SAE ITC may terminate this Agreement and any rights associated with it upon thirty (30) day written notice. The preceding provision notwithstanding, if a Associate Member distributes or resells licensed materials SAE ITC may terminate this Agreement immediately upon written notice to the Associate Member.
- C. Fees: Associate Membership Fees shall be calculated in accordance with Attachment B. Fees for the Initial Term shall be due concurrently with the execution of this Agreement. For Subsequent Terms, Associate Member shall be invoiced annually, and payments shall be due within thirty (30) days of the date of invoice. Fees are non-refundable unless Associate Membership is terminated pursuant to Section J. Associate Membership is contingent upon the receipt of payment for the Fees for the Initial Term. Please Note –Fees are assessed on a calendar year basis (January 1 – December 31), and the Fee structure is effective only for the term for which an Associate Member is assessed. An annual fee increase, not to exceed 3% in a given year, will be applied based on the United States Department of Labor Consumer Price Index (CPI) for professional, scientific, and technical services 12-month compensation percent change. If the Bureau of Labor Statistics substantially revises the methodology used for the determination of the values to be used to determine the labor values (in contrast to benchmark adjustments or other corrections of previously released values), or for any reason has not released values needed to determine the applicable price adjustment, SAE ITC shall select a substitute from other Bureau of Labor Statistics data or similar data reported by non-governmental organizations. Such substitute shall result in the same adjustment, insofar as possible, as would have been calculated utilizing the original values adjusted for fluctuation during the applicable time period.) SAE ITC, in consultation with the Industry Activities Advisory Group (IAAG) may modify Associate Membership Fees beyond the escalation for subsequent terms in accordance with Section J. Associate Members will be notified of all Associate Membership Fee modifications at least ninety (90) days in advance of the effective date.
- D. Payments: All payments shall be made by check, wire transfer or credit card (Discover, Visa, MasterCard, American Express) as indicated on the invoices.
- E. Taxes: Associate Member shall be responsible for any applicable sales, use, gross receipts or customs taxes or fees associated with Associate Membership and its benefits.
- F. Currency: All fees, payments, and taxes are in United States currency.
- G. Warranties and Limitations of Liability: ARINC IA and SAE ITC's support of the Activities and the services they provide are on an "AS IS" basis. ARINC IA, SAE ITC, AEEC, AMC, and FSEMC make no 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 IA or SAE ITC make no warranty, express, implied, written, or oral, as to the condition or nature of sponsorship or any sponsorship service as delivered or provided pursuant to this Agreement. ARINC IA, SAE ITC, AEEC, AMC, and FSEMC SPECIFICALLY DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. In no event shall these parties 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 Associate Member's use of any of the services of the activities even if they have been advised of the possibility of such damages. No action, regardless of form, arising out of any claimed breach of the Agreement may be brought by either party more than one (1) year after the cause of action has accrued.
- H. Access to Electronic Data: While SAE ITC will use reasonable efforts to maintain ARINC IA-related data on a server, it is understood that any Internet connected server can be subject to service interruptions from time to time and Associate Member accepts such risk. Associate Member agrees to all reasonable efforts not to allow introduction of viruses, Trojan horses, worms, or other service disruptive elements into the service server.
- I. Waiver: A waiver of a breach or default under this Agreement shall not be a waiver of any subsequent default. Failure of SAE ITC to enforce compliance with any term or condition of this Agreement shall not constitute a waiver of such term or condition.
- J. Changes: 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. SAE ITC may add, delete or modify the terms and conditions of this Agreement for subsequent terms. SAE ITC will notify Associate Member of any changes at least ninety (90) days in advance of the effective date of the changes.
- K. 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 not including the 1980 United Nations Convention on Contracts for the International Sale of Goods.
- L. Assignment: Associate Membership is assessed on an individual basis; therefore, Associate Member may not assign its Associate Membership for any reason. This includes, but is not limited to, assigning its Associate Membership to subsidiaries, joint ventures, affiliates, etc.
- M. 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.
- N. Headings: Section headings contained in this Agreement are for convenience of reference only and shall not be used in construing or interpreting the provisions contained herein.
- O. Severability: If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.
- P. Press Releases, Marketing, and Use of Names/Logos: ARINC IA and SAE ITC will issue press releases, publish marketing materials and maintain a public facing website for the purposes of business development and advancing the mission of ARINC IA. If an Associate Member does not provide a logo, the Associate Member company will be represented in text form in press releases, advertising and sales literature, and the website. Associate Member can revoke, in whole or in part the permission to use the company name or logo at any time.

## ATTACHMENT A

### ASSOCIATE MEMBERSHIP AGREEMENT AND BENEFITS

1. ARINC Industry Activities: The AEEC, AMC, and FSEMC are SAE ITC-organized aviation industry activities. Fundamental to the success of the AEEC, AMC, and FSEMC is cooperation among the airlines and other Associate Members of the aviation community that participate in these activities. These activities exist to create value for the aviation community, and they cannot create value without the financial support and participation. The purpose of each activity is stated below:
  - a. AEEC: The AEEC creates value by conducting engineering and technical investigations and evaluations and developing engineering and technical standards for airborne electronics of common interest to all segments of the aviation community, primarily airlines and other aircraft operators, aircraft manufacturers, and avionics suppliers. Technical standards developed by AEEC provide a common ground for aviation community technical deliberations related to airborne electronics and are used as the basis for design, engineering, development, investment, acquisition, life-cycle support, and other business decisions.
  - b. AMC: The AMC creates value by reducing life-cycle costs for airborne electronics by promoting reliability and improving maintenance and support techniques through the exchange of maintenance and associated technical information and the development of maintenance-related technical standards.
  - c. FSEMC: The FSEMC creates value by reducing life-cycle costs for flight simulators and training devices by promoting reliability and improving maintenance and support techniques through the exchange of engineering, maintenance, and associated technical information and the development of technical standards related to simulation and training.
2. Associate Membership: Associate Membership is offered under the terms of this Agreement. AEEC, AMC, and FSEMC activities operate under the Terms of Reference (ToR) established by SAE ITC in consultation with the leadership committee. Ongoing operation of each activity is primarily at the direction of the leadership committee through the ARINC IA-provided secretariat, in accordance with rules and procedures established in consultation between ARINC IA and the activity leadership.
3. Associate Member Benefits:
  - a. Value Created by AEEC, AMC, and FSEMC: AEEC, AMC, and FSEMC cooperatively establish common technical standards and develop shared technical solutions that no one organization could develop independently. The primary benefit of Associate Membership is to ensure the continued viability and success of these industry activities. Active participation and financial support provided by Associate Member are critical factors that enable the AEEC, AMC, and FSEMC to create 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. Associate Members also benefit from the information exchange among participants in the activities, ARINC Standards, and other technical deliverables that result from the work of these activities.
  - b. Electronic Access to ARINC Standards and other Documentation prepared by AEEC, AMC, and FSEMC: In line with the activity selected (AEEC, AMC, and/or FSEMC) Associate Members receive the following:
    - i. Electronic access and download capability via the Internet for the supported activity's *ARINC Standards* (defined below), as well as other publicly available documents produced by the ARINC Industry Activities program of SAE ITC in support of the AEEC, AMC, and FSEMC including, draft documents, meeting announcements, meeting reports, working papers, and the AeroLine<sup>®</sup>, Plane Talk<sup>®</sup> and Sim Notes<sup>®</sup> newsletters.
      1. *ARINC Standards* specify avionics equipment, avionics systems, and avionics and flight simulator engineering and maintenance best practices. There are three classes of *ARINC Standards*: Characteristics, Specifications, and Reports. The *Standards* obtained by an Associate Member under this Agreement are the product of industry consensus through the AEEC, AMC, and FSEMC, and it is understood that ARINC IA's role is to provide Secretariat services related, *inter alia*, to document development and distribution; SAE ITC retains ownership of the intellectual property and administers the distribution of the *Standards* but does not guarantee the technical content.
    - ii. Automatic notification via electronic mail of newly posted documents identified in Section i. above.
    - iii. To obtain the benefits of electronic access specified in this section, Associate Members shall comply with the responsibilities identified in Attachment C.

**ATTACHMENT B**

**ASSOCIATE MEMBERSHIP FEES**

1. Associate Member Fees: Associate Members pay to SAE ITC an annual ARINC Industry Activities Associate Membership Fee at the beginning of the Initial Term and at the beginning of each subsequent term thereafter. Fees are assessed on a calendar year basis (January 1 – December 31), and the Fee structure is effective only for the term for which an Associate Member is assessed.

ARINC IA’s Associate Membership annual fees are based on the gross revenue of the Associate Member organization. Gross revenue is defined as the total earned before deductions of expenses. This includes total revenue generated from the sale of goods or services as well as funding received from investors. If you operate as a nonprofit, your gross revenues include all grants and donations.

The Annual Charges to Associate Member for the service shall be as shown in the following table:

Associate Membership Fee Schedule

| CATEGORY | ANNUAL GROSS REVENUE (USD) OF ASSOCIATE MEMBER ENTITY | AEEC Individual Fee | AMC Individual Fee | FSEMC Individual Fee | AEEC, AMC FSEMC Package |
|----------|---|---------------------|--------------------|----------------------|-------------------------|
| 1        | Less than \$1 Million USD                             | \$ 1,155.00         | \$ 740.00          | \$ 495.00            | \$ 2,148.00             |
| 2        | \$ 1 Million - \$ 9.99 Million USD                    | \$ 2,022.00         | \$ 1,300.00        | \$ 865.00            | \$ 3,761.00             |
| 3        | \$ 10 Million - \$99.9 Million USD                    | \$ 3,465.00         | \$ 2,225.00        | \$ 1,485.00          | \$ 6,445.00             |
| 4        | \$ 100 Million - \$499 Million USD                    | \$ 5,198.00         | \$ 3,335.00        | \$ 2,225.00          | \$ 9,668.00             |
| 5        | \$ 500 Million - 999.9 Million USD                    | \$ 6,930.00         | \$ 4,450.00        | \$ 2,965.00          | \$ 12,890.00            |
| 6        | \$ 1 Billion to \$9.999 Billion USD                   | \$ 9,240.00         | \$ 5,930.00        | \$ 3,955.00          | \$ 17,186.00            |
| 7        | \$10 Billion or greater USD                           | \$ 11,550.00        | \$ 7,415.00        | \$ 4,945.00          | \$ 21,483.00            |

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

2. Associate Membership Contingent upon receipt of Fees: Associate Membership is contingent upon the receipt of the Fees for the Initial Term. For subsequent terms, Associate Member shall be invoiced annually, and payments shall be due within thirty (30) days of the date of invoice.
3. Annual Escalation: An annual fee increase, not to exceed 3% in a given year, will be applied based on the United States Department of Labor Consumer Price Index (CPI) for professional, scientific, and technical services 12-month compensation percent change. If the Bureau of Labor Statistics substantially revises the methodology used for the determination of the values to be used to determine the labor values (in contrast to benchmark adjustments or other corrections of previously released values), or for any reason has not released values needed to determine the applicable price adjustment, SAE ITC shall select a substitute from other Bureau of Labor Statistics data or similar data reported by non-governmental organizations. Such substitute shall result in the same adjustment, insofar as possible, as would have been calculated utilizing the original values adjusted for fluctuation during the applicable time period.) SAE ITC, in consultation with the Industry Activities Advisory Group (IAAG) may modify Associate Membership Fees beyond the escalation for subsequent terms in accordance with Section J.

**ATTACHMENT C**

**SPONSOR RESPONSIBILITIES REGARDING ELECTRONIC ACCESS TO DOCUMENTATION**

1. **Web Access:** Associate Member 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.
2. **User ID and Password:** Associate Member is responsible for ensuring the security of their User ID and Password for accessing the benefits of sponsorship. Passwords and User IDs are the property of SAE ITC; however, it is the responsibility of the Associate Member to secure their confidentiality. SAE ITC reserves the right to assign a new Password (and disable rights to old Password) from time to time.
3. **Access for Sponsors:** Associate Member shall not distribute User ID and Password obtained under this Agreement to anyone that is not an Authorized User as defined in 6 below.
4. **Rights:** Upon payment in full by the Associate Member of the fees set forth above, as applicable, and compliance with the terms and conditions of this Agreement, SAE ITC shall grant to Associate Member the right to use the *ARINC Standards* as set forth below.
5. **Grant:** SAE ITC grants to Associate Member a non-exclusive, non-transferable right to access and refer to the *ARINC Standards* for system development purposes.
6. **Authorized Users:** For the purposes of this Agreement, Authorized Users are defined as the full-time employees of the Associate Member located at the Associate Member facility. This specifically *excludes* employees of other organizations (e.g., subcontractors, vendors) that are also working at said Associate Member facility.
7. **Restrictions:** Under no circumstances shall Associate Member:
  - a. 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 Associate Member Authorized User that downloaded the *ARINC Standard* and a single paper copy for personal use by such individual Authorized User.
  - b. Remove or otherwise modify any disclaimer, proprietary markings or notices contained within or placed upon any *ARINC Standards* or documentation;
  - c. License, sublicense, sell, assign, transfer or otherwise convey use of any *ARINC Standards* or other documentation without the prior written consent of SAE ITC;
  - d. Provide or allow any timesharing arrangements using any *ARINC Standards*;
  - e. 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;
  - f. 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 SAE ITC.