

## **Latitude Technologies Terms of Service**

The following are the Latitude Technologies Corporation (Latitude) standard Terms and Conditions of Service which apply to the general availability and usability of both Services hosted by Latitude and Services resold by Latitude, including flight tracking services, flight data management services, data and voice satellite airtime services, and other subscribed or directly purchased services. By logging in to use any one or more of Latitude Services, the Customer confirms and accepts these Terms and Conditions of Service.

1. **Services:** Services include satellite voice and data airtime services arranged and provided by Latitude and Latitude Suppliers, WebSentinel automatic flight-following, telematics data management, mapping services, Latitude Flight Data Analytics in-flight event alerting and post-flight analysis services, custom software and firmware development, consulting services, and all other Latitude installed and hosted software applications.
2. **Supplier:** Third-party vendors of satellite communication Services and other Services to Latitude for resale by Latitude to the Customer.
3. **Device:** Any physical device installed on or temporarily associated with an aircraft, watercraft, or terrestrial vehicle which collects, logs, or manipulates information data and may forward this information data to Latitude servers, Customer servers, and third-party servers.
4. **Use of Services:** Services are sold by Latitude for use with Latitude hardware products for remote asset management, event-handling, geographical location tracking, and performance data reporting. Services are not intended for any applications where Services disruption may result in loss of human life or personal injury, or for security applications.

The Customer agrees to obtain and maintain, at the Customer's sole expense, all necessary licenses, approvals, permits, consents, and governmental authorizations that may be required for the Customer's use of Services.

The Customer will use Services only in accordance with applicable government rules, laws, and regulations. The Customer will be liable for all use or misuse of Services hereunder, irrespective of whether such use or misuse was authorized, fraudulent or otherwise. The Customer will not resell or attempt to resell Services. The Customer will not use Services in an abusive or fraudulent manner, including but not limited to the following:

- (a) Accessing or attempting to access Services by using an unauthorized device or by tampering with or altering Latitude hardware products;
- (b) Obtaining or attempting to obtain permission to use Services by providing false or misleading information;
- (c) Accessing and using Services without having the intent to pay costs and fees incurred;
- (d) Using Services to further criminal activity;
- (e) Using Services to make obscene or illegal communications, to impersonate another person with fraudulent or malicious intent or to call another person so frequently or at such times of day or in any other manner with the intended effect of annoying, threatening, or harassing such other persons;
- (f) Using Services, intentionally or otherwise, in a manner that interferes unreasonably with the use of services or equipment by other Latitude customers.

Latitude reserves the right to terminate use of Services if the Customer engages in abusive or fraudulent use of the Services purchased from Latitude.

5. **No use contrary to law:** The Customer will not use Services for any purpose contrary to law. The Customer agrees to abide by all of the current regulations in effect in countries where Services may be used, including licensing requirements. Both Latitude and the Customer will fully abide by all applicable laws, rules and regulations, including but not limited to all applicable anti-bribery or anti-corruption laws.
6. **Service availability:** Latitude does not undertake to transmit messages, but offers the use of Services to the Customer for the transmission by the Customer of voice and data telecommunications. Services are provided on an on-demand basis and are subject to the availability of capacity on the applicable satellite network. Services may be temporarily unavailable or limited because of capacity limitations, network equipment failures, distress or any other emergency pre-emption as required by Latitude or Latitude's Supplier or may be temporarily interrupted or curtailed due to modifications, upgrades, repairs or similar activities of the Supplier. Latitude has no liability for unavailability or malfunction of the Supplier's equipment and networks.
7. **Browser compatibility:** Google Chrome is the recommended browser for all Latitude websites. Latitude websites are built to run on the latest versions of Internet Explorer, Safari, Google Chrome, and Firefox. One exception to this is the Latitude Flight Data Analytics website, which is only designed to support Firefox and Chrome. If an issue is reported with a Latitude site which only affects earlier versions of supported browser or browsers not listed above, there is no guarantee that Latitude will address the issue.

If the Customer has a policy of only allowing use of a particular version of Internet Explorer, Latitude recommends investigating Internet Explorer's Enterprise Mode:  
<http://msdn.microsoft.com/en-us/library/dn640687.aspx>, as the policy may be unnecessary.

8. **Limitations on use of data:** Data collected by and reported from any Device that interacts with Services is not to be used as primary reference data for any form of airworthiness decision-making about the aircraft on which the Device is installed. The data is only to be used to alert the Customer of a possible airworthiness or other operational condition that the Customer needs to investigate following the Customer's Standard Operating Procedures and as supporting data for the Customer's investigation.
9. **Conditions of other contracts:** The obligations of Latitude and the terms of service and sale under the Terms and Conditions are subject to the terms of the agreements under which Latitude purchases airtime service from Latitude's Supplier. To the extent fulfillment of any obligation under the Terms and Conditions is not permissible or possible under a Supplier contract, the Supplier contract will prevail and such obligation will be suspended or modified to the extent required by the Supplier contract. Latitude represents and warrants that it is not presently aware of any material respect in which the Terms and Conditions are inconsistent with Supplier contracts.
10. **Services fees:** All Services fees will be in accordance with Latitude's then current published fee schedule or a quotation provided to the Customer for the applicable Services. Latitude reserves the right to revise such fees from time to time.
11. **Service deactivation:** The Customer is responsible for notifying Latitude, in writing, of any requirement to temporarily suspend or permanently deactivate one or more Services. Such temporary suspension or permanent deactivation of Services will be effective only after Latitude's receipt of the Customer's written request and Latitude's acknowledgement of receipt of the

Customer's written request. All such requests must be in writing and sent by email: [activations@latitudetech.com](mailto:activations@latitudetech.com), or by fax: 250-475-0204.

There will be no pro-rata refunds for temporary suspension or permanent deactivation of Services. The Customer will remain liable for all charges including, but not limited to, airtime usage and monthly access fees up to and including the last day of the billing period in which Latitude acknowledges receipt of the Customer's written request for temporary suspension or permanent deactivation of Services.

- 12. Disputed airtime charges:** The Customer must pay all undisputed amounts when due. If any portion is in dispute, the Customer must, prior to the payment due date of the invoice containing such disputed amount, give notice to Latitude of the amount it disputes and include in such notice the specific details and reasons for disputing each item. For avoidance of doubt, claims of unauthorized use, fraudulent use, or any other misuse will not constitute a valid basis for dispute of an invoice. If the disputed amount is resolved in favour of Latitude, the Customer must pay the disputed amount with appropriate late charges, if applicable, upon final determination of such dispute. Latitude will issue credits against amounts owing on subsequent invoices upon resolution of any disputed amounts in favour of the Customer. An invoice is deemed to be accepted by the Customer if no written notice of dispute is provided before the date the payment is due.
- 13. Acting as Accounting Authority:** The Customer acknowledges that if it uses the service of another service provider with Latitude as the Accounting Authority, it will pay to Latitude the amount charged by that service provider plus a fifteen percent (15%) administrative fee for processing the charges.
- 14. Latitude intellectual property:** All intellectual property contained within Services remains the property of Latitude. The Customer agrees to not attempt, nor allow others to attempt, to reverse engineer, disassemble, copy or otherwise extract the intellectual property of Services.
- 15. No intellectual property rights assigned:** Other than as specifically set forth in these Terms and Conditions, no licenses or any rights of any kind under any patent, copyright, and rights to create derivative works, trademark, trade secret, service mark, mask works, or other form of intellectual property are granted by Latitude to the Customer.
- 16. Latitude website restrictions:** The Customer acknowledges and accepts the following limitations and restrictions on the use of Latitude websites.
  - (a) WebSentinel, Latitude Flight Data Analysis, and other Latitude websites are not to be used for navigation or relied upon for flight planning or safety of flight determination.
  - (b) Latitude websites must not be used in a way which negatively impacts the experience of other users. For example but not limited to running excessive number of concurrent logins or excessive refreshing of any Latitude website.
  - (c) User names and password for any Latitude website may not be shared with any individual outside of the direct employment of the company specified to own the account, from which the website is being accessed, without the express written consent of Latitude.
  - (d) Any intentional attempt at negatively impacting the performance or stability of any Latitude website will be interpreted as a criminal act and handled accordingly.
  - (e) Access to any Latitude website may not be resold, exchanged, bartered, or otherwise shared with companies and individuals at arm's length from the Customer.

- (f) Customers may not access content from any Latitude site in an automated manner other than through well-defined data feeds where an official agreement to do so is in place with Latitude.
- 17. Privacy:** All activity when using a Latitude website may be logged, including but not limited to information such as IP address logging. Latitude will not distribute any Customer data without direction from the Customer or by an approved action taken by the Customer.
- 18. Customer data administration:** The following are the terms, conditions, and limitations with respect to the administration, archiving, and sharing of Customer data by Latitude.
- (a) A customer is only assumed to have any rights on or access to positional data generated by a particular device while that device was owned by said customer.
  - (b) In some cases special arrangements may be made to transfer ownership of positional data from one Customer to another where the original owner of the positional data indicates that it is willing to forfeit ownership of the positional data to the new owner of the device.
  - (c) Latitude aims to provide users access to a minimum of 14 months of historical position reports for their devices. Positional data generated more than 14 months before the current calendar date may be available but there is no guarantee of the availability of that data.
  - (d) Latitude may retain any positional data in a format inaccessible to customers indefinitely. In exceptional cases it may be possible for Latitude to make this data accessible to customers. There will be an additional fee for this service.
  - (e) If a customer indicates that they would no longer like to see particular positional data in their account they forfeit any future rights to that data.
  - (f) Latitude waives any guarantee of historical data when positional data associated with a device is being provided to Latitude from any source other than the Iridium network. These other sources would include but not be limited to third-party data feeds.
  - (g) Latitude makes no guarantees on the accuracy of GPS positional data. Accuracy of these positions is well within the typical requirements for positional information in flight following. The accuracy of positional data is subject to environmental factors which are outside of the control of Latitude.
  - (h) Latitude will on occasion help users with enabling and disabling AFF data endpoints but the ultimate responsibility lies with the Customer to ensure that these endpoints are configured correctly.
- 19. Limited liability:** The total aggregate liability of Latitude to the Customer for any and all claims whatsoever related to Services for damages to the Customer (or to any affiliate of the Customer) for any claims whatsoever, regardless of the form of action, whether in contract, tort (including negligence), or otherwise, howsoever arising will be limited to damages actually proven as directly attributable to Latitude, and further limited to an amount equal to the last three (3) months of payments made by the Customer to Latitude for Services preceding the date of any claim made against Latitude. Some jurisdictions will not allow the parties to limit liability for personal injury. In those jurisdictions, limitations and indemnities set out herein will only apply to personal injury to the extent allowable under applicable law.

The Customer agrees to release, protect, indemnify, defend, and hold harmless Latitude and Latitude's affiliates, directors, officers, agents, employees, assigns, and suppliers from and against

any and all liability, claims, actions, losses, damages, demands, suits, (including damage to property and personal injury), and expenses (including losses from settlement and reasonable courts costs and attorney's fees) arising out of or relating in any way or alleged to be caused by:

- (a) The Customer's use or misuse of Services;
- (b) Failure or limitations of any emergency distress features associated with Services, including but not limited to, global aviation or maritime distress and safety services features;
- (c) Installation, maintenance, and removal of Services provided by or for the Customer and its subcontractors;
- (d) The Customer's breach of these Terms and Conditions, except to the extent such claims are based upon the gross negligence or willful misconduct of Latitude;
- (e) Any claims or actions for libel, defamation, slander, invasion of privacy, patent, copyright, or trademark infringement, or the violation of any third-party intellectual property rights, arising in connection with the use or misuse of Services;
- (f) Any claim or action for patent infringement resulting from the Customer's use (or use by any of its affiliates) of Services in combination with equipment, hardware, software, systems, cabling, facilities, or services not provided by Latitude.

Neither Latitude nor any of Latitude's Suppliers and their respective officers, directors, employees, representatives, insurers, subsidiaries, and affiliated (including parent) companies, and their employees, representatives, officers, and directors will be liable on any basis whatsoever for any indirect, incidental, consequential, reliance, special, punitive, or exemplary damages (including but not limited to loss of revenue or profit, loss arising from or attributable to failure to realize anticipated savings, or loss of production, equipment or data) even if any party knew or has been advised of the possibility or likelihood of such damages, in connection with:

- (a) The provision or failure to provide Services, for any reason whatsoever and howsoever arising;
- (b) Any unavailability, delay, interruption, disruption, or degradation in or of the satellite segment or of any telecommunications carried on the satellite segment or service outage or degradation in Latitude's Supplier's networks due to satellite malfunction;
- (c) The suspension by Latitude or Latitude's Supplier of the mobile earth station's authorization to use services provided by Latitude or Latitude's Supplier, due to any causes whatsoever. Latitude's liability in contract, tort or otherwise, including any liability for negligence, howsoever arising out of or in connection with the performance of Latitude's obligations under this agreement will be limited to the remedies provided herein.