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1. SEPARATE PRIVACY POLICY

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2. MODIFICATION OF THIS AGREEMENT

HONEYWELL reserves the right to modify and/or change any of the terms and conditions of this AGREEMENT at any time and without prior notice. If HONEYWELL materially modifies this AGREEMENT, it will post the modified AGREEMENT in the HONEYWELL SOFTWARE via a hyperlink or by other reasonable means now known or hereafter developed. HONEYWELL will also update the "Last Updated Date" at the end of this AGREEMENT. For purpose of clarity, the Privacy Policy has its own revision date which may be different from the "Last Updated Date" of this AGREEMENT. By continuing to use the HONEYWELL SOFTWARE after HONEYWELL has posted a modification of this AGREEMENT, you agree to be bound by the modified AGREEMENT. If the modified AGREEMENT is not acceptable to you, your only recourse is to uninstall or to not use the HONEYWELL SOFTWARE.

3. ACCEPTANCE OF LICENSE

HONEYWELL is willing to license the HONEYWELL SOFTWARE to you only on the condition that you accept all the terms contained in this AGREEMENT. By selecting the "I Accept" or "Next" or "Agree" button (or similar language provided by us) or by downloading, installing or using the HONEYWELL SOFTWARE, you acknowledge and agree that you have read and understand this AGREEMENT and accept and agree to be bound by its terms and conditions in this AGREEMENT.

4. LICENSE TO SOFTWARE AND MATERIALS

(A) Conditioned upon your compliance with the terms and conditions of this AGREEMENT and as further limited by this AGREEMENT, HONEYWELL hereby grants to you, and you accept, a personal,



limited, revocable, non-exclusive, non-sub-licensable, non-transferable, non-assignable license to install and use the executable form of the HONEYWELL SOFTWARE on a single device (whether mobile device or other). This AGREEMENT will also govern any software upgrades and/or updates provided by HONEYWELL that upgrade and/or supplement the HONEYWELL SOFTWARE, unless such upgrades and/or updates are accompanied by a separate license, in which case the terms of that separate license will apply.

(B) Conditioned upon your compliance with the terms and conditions of this AGREEMENT, HONEYWELL hereby grants to you, and you accept, a personal, limited, revocable, non-exclusive, non-sub-licensable, non-transferable, non-assignable license to use and to copy MATERIALS for personal familiarization or reference purposes only in conjunction with the HONEYWELL SOFTWARE, provided any copy of the MATERIALS that you make shall retain all copyright and other proprietary notices contained therein. The reproduction or use of MATERIALS for any other purpose, including without limitation, commercial purposes such as the provision of technical support or services (such as training, maintenance, or flight planning services) is expressly prohibited and requires a separate license from HONEYWELL.

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5. LICENSE RESTRICTIONS

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6. THIRD PARTY AND OPEN SOURCE MATERIALS

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(D) Third Party Materials and/or Open Source Materials are licensed to you under the terms of the applicable license agreements included with such materials or identified in Appendix A. You agree to abide by any license agreements, privacy policies, and/or other agreements related to the use of Third Party Materials or Open Source Materials.

7. DATA RIGHTS

(A) Honeywell may receive data output from, input to, generated by or otherwise accessible through the HONEYWELL SOFTWARE and MATERIALS as a result of its installation, use, or operation (hereinafter "Product Data"). Except as otherwise limited by an applicable Privacy Policy or Statement, Customer gives Honeywell the irrevocable right to retain, use, copy, modify, license, and disclose the Product Data for any purpose.

(B) You grant HONEYWELL and HONEYWELL's affiliates a worldwide, perpetual, irrevocable, paid-up, royalty-free license to use and incorporate into HONEYWELL's (or HONEYWELL's Affiliates') products, services, and software, any suggestion, enhancement, request, recommendation, correction or other feedback provided by You relating to the operation of HONEYWELL's (or HONEYWELL's Affiliates') products, services, and software.

8. UPDATES; ADDITIONAL SERVICES; TESTS

(A) The HONEYWELL SOFTWARE or MATERIALS may automatically download and install updates from HONEYWELL, from time to time. These updates may be designed to improve, enhance and further develop the HONEYWELL SOFTWARE or MATERIALS and may take the form of bug fixes, enhanced functions, new software modules and completely new versions. You agree to receive such updates (and permit HONEYWELL to deliver these to you) as part of your use of the HONEYWELL SOFTWARE and MATERIALS.



(B) Your only recourse if you are unhappy with any modifications to the HONEYWELL SOFTWARE or MATERIALS is to uninstall the HONEYWELL SOFTWARE and MATERIALS.

9. YOUR OBLIGATIONS

(A) You hereby acknowledge and agree to only use the HONEYWELL SOFTWARE and MATERIALS as permitted in this AGREEMENT.

(B) You agree to comply with all applicable laws, rules and regulations when using the HONEYWELL SOFTWARE and MATERIALS. You will not use the HONEYWELL SOFTWARE or MATERIALS to infringe anyone's rights, including, without limitation, any intellectual property rights of any person or entity.

(C) You agree that you are solely responsible for (and that HONEYWELL has no responsibility to you or to any third party) your use of the HONEYWELL SOFTWARE or MATERIALS, any breach of your obligations under the AGREEMENT, and for any consequences of any such breach (including any loss or damage that HONEYWELL may suffer).

(D) You understand that during and/or by using the HONEYWELL SOFTWARE and MATERIALS, you may encounter Third Party Software that may be deemed offensive, indecent or objectionable. Nevertheless, you agree to use the HONEYWELL SOFTWARE and MATERIALS at your own risk and that HONEYWELL shall not have any liability to you with respect to such content.

10. MAINTENANCE OF HONEYWELL SOFTWARE OR MATERIALS

HONEYWELL is not obligated to maintain or support the HONEYWELL SOFTWARE and MATERIALS, or to provide you with updates, fixes, or services related thereto.

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12. COMPELLED DISCLOSURE

If HONEYWELL becomes compelled to disclose any data processed by, accessed from or any information provided through the HONEYWELL SOFTWARE, as far as legally permitted and reasonably practical, HONEYWELL will provide you with prompt notice thereof so that the you may seek a protective order or other appropriate remedy against the disclosure and will endeavor to limit the disclosure to the greatest extent reasonably possible under the circumstances. If a protective order or other



remedy is not obtained, HONEYWELL shall disclose only the portion of such data that is legally required to disclose.

13. EXPORT LAWS

(A) You are responsible for compliance with all import and export control laws and regulations. You must obtain at your sole cost and expense all import, export, and re-export approvals and licenses required for the HONEYWELL SOFTWARE and MATERIALS delivered and will retain documentation evidencing compliance with those laws and regulations.

(B) You represent and warrant that You are not located in a country that is subject to a U.S. Government Embargo or that has been designated by the U.S. Government as a “terrorist supporting” country; and You are not listed on any U.S. Government list of prohibited or restricted parties.

14. TERMINATION

(A) Upon notice, HONEYWELL may terminate this AGREEMENT for any reason without cause effective immediately. HONEYWELL may also terminate this AGREEMENT at any time and without notice if you fail to comply with any of the terms hereof, effective immediately.

(B) In addition to the termination rights stated in (A) above, HONEYWELL may terminate this AGREEMENT without notice if you fail to make any required service or software payments, if applicable, effective immediately.

(C) Upon termination of this AGREEMENT for any reason, the license granted hereunder will terminate and you must stop all use of the HONEYWELL SOFTWARE and MATERIALS immediately. In addition, upon termination of this AGREEMENT for any reason, you must also stop all use of any data or information obtained from use of the HONEYWELL SOFTWARE or related website immediately.

15. DISCLAIMER OF WARRANTIES

In addition to the limitations of HONEYWELL’s liability expressly contained in this AGREEMENT, HONEYWELL further disclaims any and all warranties, either expressed or implied, with respect to the HONEYWELL SOFTWARE and MATERIALS and you agree that you assume all the responsibility and risk for your use of the HONEYWELL SOFTWARE and MATERIALS and the results and performance thereof and your use of any Third Party Software. THE HONEYWELL SOFTWARE AND MATERIALS ARE PROVIDED TO YOU ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT WARRANTY OF ANY KIND. HONEYWELL DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT, AND ANY WARRANTIES AND CONDITIONS ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM HONEYWELL OR ELSEWHERE WILL CREATE ANY WARRANTY OR CONDITION NOT EXPRESSLY STATED IN THIS AGREEMENT. HONEYWELL DOES NOT REPRESENT OR WARRANT THAT: (I) THE HONEYWELL SOFTWARE, MATERIALS OR ANY THIRD PARTY SOFTWARE WILL MEET YOUR



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16. INDEMNIFICATION

YOU SHALL NOT HAVE RECOURSE AGAINST HONEYWELL FOR ANY LOSS, LIABILITY, DAMAGE OR COSTS WHICH MAY AT ANY TIME BE SUFFERED OR INCURRED BY YOU BY REASON OF OR IN CONSEQUENCE OF THE EXERCISE BY YOU OF ANY RIGHT GRANTED BY HONEYWELL. YOU SHALL INDEMNIFY, DEFEND AND HOLD HONEYWELL AND ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES AND AFFILIATES HARMLESS FROM ANY AND ALL CLAIMS, LIABILITY, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, THAT HONEYWELL MAY INCUR TO THE EXTENT THAT SUCH CLAIMS, LOSSES, LIABILITY, DAMAGES, COSTS AND EXPENSES ARE CAUSED BY, OR ALLEGED TO BE CAUSED BY YOU, INCLUDING, WITHOUT LIMITATION, YOUR USE OF HONEYWELL SOFTWARE AND MATERIALS AS SET FORTH UNDER THIS AGREEMENT.

17. LIMITATION OF LIABILITY

IN NO EVENT WILL HONEYWELL, ITS AFFILIATED ENTITIES OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AUTHORIZED AGENTS (COLLECTIVELY, THE "HONEYWELL GROUP") AND HONEYWELL'S THIRD PARTY LICENSORS BE LIABLE TO YOU FOR ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST DATA, LOST PROFITS, LOSS OF GOODWILL, LOST REVENUE, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE INSTALLATION OR USE OF OR INABILITY TO USE THE HONEYWELL SOFTWARE, MATERIALS OR ANY THIRD PARTY APPLICATION UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION CONTRACT OR



TORT (INCLUDING PRODUCTS LIABILITY, STRICT LIABILITY AND NEGLIGENCE), AND WHETHER OR NOT HONEYWELL OR ITS THIRD PARTY LICENSORS WERE OR SHOULD HAVE BEEN AWARE OR ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED WARRANTY THAT MAY BE EXPRESSED HEREIN.

18. FORCE MAJEURE

Except for payment obligations, if applicable, 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, without limitation: (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 the AGREEMENT, (c) fires, earthquakes, floods, tropical storms, hurricanes, tornadoes, severe weather conditions, or any other acts of God, (d) quarantines or regional medical crisis, (e) labor strikes or lockouts, (f) 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), and (g) shortages or inability to obtain materials or components. 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.

19. RIGHT TO AUDIT FACILITY AND RECORDS

HONEYWELL, or its authorized representatives, at least once per year, unless HONEYWELL can show reasonable cause for a more frequent occurrence, has the right during normal business hours during the life of this AGREEMENT and for three (3) years thereafter to visit you and have access to the inside and outside of your facilities and its employees for the purpose of inspecting, observing and evaluating: (a) your compliance with all provisions of this AGREEMENT; (b) any potential noncompliance with the provisions of this AGREEMENT; (c) possession, access and control of HONEYWELL SOFTWARE and MATERIALS; (d) inventory, use and purchase of authorized components in connection with activities under the terms of this AGREEMENT; (e) books, records, people and reports to determine compliance with the terms of this AGREEMENT; and (f) observing the manner and method of operating under the terms of this AGREEMENT by you. If any of your books, records, people and reports are located off of your premises, said books, records and reports will be made available to HONEYWELL or its authorized representatives within five (5) days of request.

20. REFERENCE-ONLY USE

ALL INFORMATION IN THE HONEYWELL SOFTWARE AND ANY DATA PROCESSED BY, ACCESSED FROM OR ANY INFORMATION PROVIDED THROUGH THE HONEYWELL SOFTWARE IS FOR REFERENCE ONLY AND YOU ASSUME FULL RISK AND RESPONSIBILITY ASSOCIATED WITH ITS USE. HONEYWELL IS NOT AN AUTHORIZED FAA TRAINING PROVIDER, AND ANY MATERIALS PROVIDED IN THE HONEYWELL SOFTWARE ARE NOT FOR TRAINING PURPOSES AND DO NOT REPLACE ANY OFFICIAL DOCUMENTS REQUIRED TO BE PRESENT ON OR USED IN AN AIRCRAFT. THE HONEYWELL SOFTWARE



AND ANY SUCH MATERIALS PROVIDED ARE FOR REFERENCE PURPOSES ONLY AND MAY NOT BE THE LATEST VERSION OF THE MATERIALS. YOUR USE OF THE HONEYWELL SOFTWARE AND ANY SUCH MATERIALS IS AT YOUR SOLE RISK.

21. RESERVED

22. MISCELLANEOUS

Governing Law and Forum. This AGREEMENT shall be governed in all respects by the laws of the United States of America and the State of New York without regard to conflicts of law principles. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this AGREEMENT. All disputes arising under this AGREEMENT shall be brought exclusively in the state or federal courts in Phoenix, Arizona, as permitted by law. You consent to the personal jurisdiction of the above courts.

Injunctive Relief. It is understood and agreed that, notwithstanding any other provisions of this AGREEMENT, breach of the provisions of this AGREEMENT by you may cause HONEYWELL irreparable damage for which recovery of money damages would be inadequate and that HONEYWELL shall therefore be entitled to obtain timely injunctive relief to protect HONEYWELL's rights under this AGREEMENT in addition to any and all remedies available at law.

Purchase Order. Any purchase order implemented hereunder shall be subject to the terms and conditions of this AGREEMENT.

Notices. All notices to HONEYWELL shall be in writing and shall be directed to:

Honeywell International Inc.
1944 E. Sky Harbor Circle
Phoenix, AZ 85034, U.S.A
Attn: General Counsel

No Agency. Nothing contained herein shall be construed as creating any agency, employment relationship, partnership, principal-agent or other form of joint enterprise between the parties.

Personally Identifiable Information. HONEYWELL does not knowingly collect personally identifiable information from anyone younger than 13. If HONEYWELL is made aware that it has received personally identifiable information from someone younger than 13, it will use reasonable efforts to remove that information from its records.

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

Severability. In the event that any provision of this AGREEMENT is determined to be illegal, invalid, or unenforceable, the legality, validity and enforceability of the remaining provisions of this AGREEMENT will not be affected and, in lieu of such illegal, invalid, or unenforceable provision, there will be added as part of this AGREEMENT one or more provisions as similar in terms as may be legal, valid and



enforceable under applicable law.

Headings. The section headings appearing in this AGREEMENT are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or extent of such section or in any way affect this AGREEMENT.

Assignment. You may not delegate, assign or transfer this AGREEMENT, the license(s) granted or any of your rights or duties hereunder, including by way of merger (regardless of whether you are the surviving entity) or acquisition, and any attempt to do so, without HONEYWELL's express prior written consent shall be void. HONEYWELL may assign this AGREEMENT, and its rights and obligations hereunder, in its sole discretion. Any attempt to assign or delegate in violation of this clause will be void.

Entire Agreement. This AGREEMENT and all the policies referenced herein constitute the entire agreement between HONEYWELL and you concerning the subject matter hereof, and it may only be modified by a written amendment signed by an authorized representative of HONEYWELL.

This Agreement Last Updated: June 2018



APPENDIX A

THIRD PARTY TERMS

The two open source components within the app are:

1. Moments recorder by Thomas Hourdel “Zlib License”
2. [Json.NET](#) “MIT License”

This Appendix Last updated: (7th August 2019)