



PURCHASE AND REPAIR TERMS AND CONDITIONS

2026

**MODERNIZE
MAINTENANCE.
MAXIMIZE
UPTIME.**

Retrofit Solutions, HHMPI
and Readout Services

**EMPOWER
PILOTS WITH
REAL-TIME
CLARITY.**

5G Radar Altimeters and
ADS-B Solutions

**STREAMLINE
FLIGHTS.
STRENGTHEN
DATA.**

GNSS/SBAS Receivers and
Flight Data Recorders

FREEFLIGHT SYSTEMS & FLIGHT DATA SYSTEMS

STANDARD TERMS & CONDITIONS

PURCHASE ORDERS

These Standard Terms and Conditions herein apply to Purchase Orders/ Repair Orders and are acknowledged by parties upon receipt of FreeFlight Systems/ Flight Data Systems' Order Acknowledgment provided upon receipt of Purchase Order. Long Term Agreements (LTAs) and Contracts supersede these Terms and Conditions where applicable.

Purchase Orders must be submitted via email to sales@freeflightsystems.com / sales@flightdata.aero as a minimum \$500.00 / Purchase Order. Repair Orders must be submitted to repair@freeflightsystems.com.

Purchase orders/ Repair Orders are verified and acknowledged within 48 hours of receipt via email. For purchase orders that are submitted with incorrect or incomplete information, additional clarification may be required before the PO will be accepted*. Estimated delivery time is provided at the time of order verification and is dependent on current sales volumes and production schedules. No verbal POs will be accepted.

*For international orders, an End-User Statement (EUS) must be completed to obtain an order acknowledgement. All international orders (non-U.S. ship-to) require a completed End-User Statement (EUS).

CANCELLATION

Purchase orders for catalog items may be canceled up to one (1) business days prior to the scheduled delivery date and charged 80% of the order total value. Written cancellation must be provided to sales@freeflightsystems.com / sales@flightdata.aero. Cancellation after shipment will result in applicable restock fees equating to 80% cost (restock fee) of order value

WARRANTY

Purchase Type	Warranty Period
New Ground Support Equipment (GSE)	24 Months
New Product	24 Months
Bench Test – Service / Repair	No Warranty Added
Repair – Service / Repair	12 Months – Applicable Parts Only
Overhaul – Service / Repair	12 Months
Readout Services	No Warranty

WARRANTY REPAIR AND SERVICES

If a unit fails within its warranty period, with the failure confirmed by FreeFlight Systems / Flight Data Systems as warranty applicable service item, it will be repaired under warranty. Refer to product installation manuals for limited liability warranty information. To receive a copy of the Installation manual applicable to the product, contact support@FreeFlightSystems.com / support@flightdata.aero.

STANDARD TERMS & CONDITIONS (CONTINUED)

A Warranty Repair will return the unit to its correct operating specifications within an estimated shop turnaround time of twenty (20) business days. There is no charge for this service. The unit will be returned via UPS Blue (or equivalent) for domestic shipments and via UPS INTERNATIONAL EXPRESS SAVER (or equivalent) for international. Customer-specified alternative shipping methods will be subject to additional charges.

In extraordinary situations, a loaner unit may be provided (if available) for the duration of the repair (see "Loaner Procedure"). If the failure was customer induced, the customer will be notified, and charges may be applied.

WARRANTY LABOR CLAIMS

To enable faster response times for customers, factory-authorized Dealers with appropriate product maintenance approvals may perform maintenance on units within their warranty period and be reimbursed for their efforts.

FreeFlight Systems / Flight Data Systems will reimburse up to a documented three (3) hours of the dealer's advertised hourly rate (to a maximum of \$150 per hour). If the repair should require more than 3 hours, prior approval must be received from FreeFlight Systems/ Flight Data Systems' Technical Support. To obtain this required approval, contact support@FreeFlightSystems.com / support@flightdata.aero.

FreeFlight Systems / Flight Data Systems will reimburse the current Dealer price listed in the catalog for all individual parts used in repairs. Please note that any parts or sub-assemblies exceeding the Dealer price of \$100 must be included with the warranty claim. Warranty claims sent to the factory seeking reimbursement for parts or sub-assemblies priced over \$100 will only be approved if they are accompanied by the defective assemblies..

Warranty claims shall be submitted to FreeFlight Systems/ Flight Data Systems in Waco, Texas, preferably by email to repair@freeflightsystems.com; mailed warranty claims are also acceptable. If in doubt about whether a unit is within its warranty period, please contact FreeFlight Systems / Flight Data Systems Technical Support prior to performing any work. If FreeFlight Systems/ Flight Data Systems receives a claim for units that are out-of-warranty, no reimbursements will be made. FreeFlight Systems/ Flight Data Systems does not reimburse No Fault Found (NFF) or Cannot Duplicate warranty claims.

Claims dealing with interfacing problems must be pre-approved by FreeFlight Systems / Flight Data Systems' Technical Support Team. All claims must be submitted within thirty (30) days for US customers and sixty (60) days for international customers after the completion of the warranty repair.

FreeFlight Systems / Flight Data Systems do not reimburse expenses for transportation, hotel, meals, and installation, and removal of loaner units. If you are in doubt about whether something is covered, contact FreeFlight Systems/ FlightData Systems' Technical Support Team for prior authorization.

Customer Support and Repair Services

FreeFlight Systems / Flight Data Systems offers all Authorized Dealers, Limited Service Centers, and OEM Partners access to manuals, service bulletins, STC information, and other important documentation upon request by contacting support@FreeFlightSystems.com / support@flightdata.aero.

STANDARD TERMS & CONDITIONS (CONTINUED)

TEST, REPAIR, OVERHAUL, AND SUPPORT

All new products that have a Technical Standard Order (TSO) or Parts Manufacturer Approval (PMA) label will have a New 8130-3 Airworthiness Certificate provided with each shipment.

Repair or return to service products that have a TSO label, will have a Return to Service 8130-3 Airworthiness Certificate provided. Certificate of Conformance will be provided with all shipments and products

SERVICE, REPAIR AND OVERHAUL TURN AROUND TIMES (TAT)*

Service	Turn Around Time
Standard Repair	20 Business Days
Bench Test	20 Business Days
Standard Overhaul	20 Business Days
Expediated Repair	5 Business Days

**TAT is not guaranteed and a formal repair completion date will be provided during the acknowledgement process.*

BENCH CHECK

A Bench Check is a detailed test of a unit performed in accordance with the approved standards and technical data. This test does not include any repair, adjustment or calibration to the unit that is not called out by the Production Test Procedure.

This test may include stressing the unit to confirm or deny failures.

If an item passes a Bench Check it is released from the repair facility and returned to airworthy service.

There is no added warranty provided for a Bench Check service.

The Bench Check charge will be the minimum charge of evaluating the unit whether a repair, overhaul or a return as-is is requested. The Bench Check is the minimum fee for FreeFlight Systems/ Flight Data Systems to evaluate the unit.

STANDARD REPAIR

FreeFlight Systems / Flight Data Systems utilizes the common industry practice of "Flat Rate Repairs". A Flat Rate repair is defined when any extensive troubleshooting, re-work, and repair is required to return the part to serviceable condition.

For details, please contact Repair@freeflightsystems.com.

Units will be tested and inspected to the extent necessary to identify the problem. The customer will then be provided with a cost estimate for the repair. A Bench Check fee is applied as the minimum evaluation fee upon sending a unit to FreeFlight Systems / Flight Data Systems. Once approved, the repairs will be completed, and the unit will be returned by the method requested by the customer. The Customer Purchase Order shall be updated to reflect that of the quoted amount prior to the start of the applicable service process.

STANDARD TERMS & CONDITIONS (CONTINUED)

The estimated shop turnaround time for a non-warranty repair is twenty (20) business days, starting from the date of the approved quote is received to the repair department. The turnaround time is not guaranteed but every attempt will be made to meet the estimated turnaround time.

**The warranty is limited to only those areas of the unit serviced during the repair.*

**A limited ninety (90) day warranty is provided on all service workmanship and parts replaced during the repair.*

NO FAULT FOUND AND CANNOT DUPLICATE

If a unit is identified as No Fault Found (NFF) or Can Not Duplicate (CND) when it is sent in for Warranty Repair, one of the following actions will be taken:

- On the first event, the unit will be Bench Checked and returned to the customer via UPS BLUE (or equivalent), free-of-charge within the warranty period. All additional events may incur applicable Bench Check and shipping charges.
- On the second and subsequent events, each item (per serial number) may incur a flat rate Bench Check charge, listed in the current customer price book. A cost estimate is provided for all repair charges before repairs begin. However, a Bench Check charge is applied upon receipt and evaluation of the unit.
- Following the third occurrence of a No Fault Found within a six-month timeframe, it is advised to take the component out of service. Should the part still be covered under the factory new warranty, a replacement may be issued.

**Note: Expedited services will incur additional charges.*

OVERHAUL

Overhaul services will include the full list of services below. All Overhauled serviced units will include a full 1-year warranty from the date of shipment.

- Disassembled
- Cleaned
- Inspected
- Repaired (if necessary)
- Re-assembled
- Tested

FACTORY PERFORMED UPGRADES

When a unit is sent to FreeFlight Systems / Flight Data Systems for a factory upgrade, the return process and documentation requirements are the same as those required for unit repair.

The "description of the unit's failure" on the repair form should contain the request that the unit be upgraded to the specific Service Document desired.

If a unit is identified as also requiring repair, the following actions apply:

- If within the scope of the upgrade, no additional charges will be applied
- If out of the scope of the upgrade, additional repair charges will be applied at the catalog flat rate price.

UPGRADE KITS

Upgrade Kits may be available to FreeFlight Systems/ Flight Data Systems factory-authorized Dealers for performing some select upgrades. These kits can be ordered through the Repair Department via phone or email at repair@freeflightssystems.com. A valid Purchase Order is needed to complete these orders.

STANDARD TERMS & CONDITIONS (CONTINUED)

BEYOND ECONOMICAL REPAIR (BER)

Units that are agreed with the customer as being BER will incur a then current bench check price in addition to applicable shipping and handling charges. If the customer elects to have the unit scrapped, authorization from the party responsible must be provided in a formal written request.

SUB-ASSEMBLY REPAIR

All sub-assemblies will be repaired in accordance with the flat-rate price associated. Sub-assembly repair is not a guaranteed service offering. All services may not be available on all products, see the appropriate price sheet for details. Systems that are returned to the factory for repair shall incur, at a minimum, the applicable Bench Check charge for each piece of equipment. Items identified as "requiring repair" will incur their applicable repair charges.

If a customer decides not to approve the repair cost estimate, they can elect to have the unit returned unrepaired. In this event, a service charge that of the applicable (P/N) bench test fee plus shipping will be incurred. If a response is not received within ninety (90) days, the abandonment clause of this agreement may be invoked.

ABANDONMENT CLAUSE - SERVICE, REPAIR, AND OVERHAUL

Systems shipped to FreeFlight Systems/ Flight Data Systems without associated RMA/SRO paperwork may be rejected and returned at the shipper's expense. Systems that are not approved for repair and/or paid for within ninety (90) days of the payment request, may be considered abandoned and may then be scrapped. An invoice for the Bench Check fee will be invoiced to the customer. Customers will be put on credit hold for both sales orders and repair orders until payment is resolved. Written notice will be provided fifteen (15) business days prior to system being scrapped to allow for customer response.

EXCHANGE(S)

If, within the first year of purchase, a unit is repaired two or more times (excluding Bench Checks, No Fault Found (NFF), Could Not Duplicate (CND)), and the fault is determined to be a hardware problem unrelated to the unit's installation, the unit will be evaluated for the possibility of exchange. If the customer approves the exchange, a new unit will be provided and the faulty unit will be remitted at FreeFlight Systems / Flight Data Systems to support our product improvement initiatives. Please contact support@freeflightsystems.com / support@flightdata.aero for further details.

LOANER(S)

Under certain circumstances, such as warranty repairs, FreeFlight Systems/ Flight Data Systems may loan equipment to customers (subject to availability of unit).

If loaner equipment is to be provided the following applies:

- FreeFlight Systems/ Flight Data Systems will prepare a "Loan Agreement" and provide it electronically to the customer. The customer must agree to and endorse the agreement, then return the form to FreeFlight Systems/ Flight Data Systems electronically.
- FreeFlight Systems/ Flight Data Systems will ship the unit to the specified destination by the best available means so that it arrives for the customer's use as quickly as possible.
- FreeFlight Systems/ Flight Data Systems will include a document/ form with the unit explaining the return procedure. This procedure also allows for traceability. Return shipments will be via UPS BLUE (or equivalent). If the unit is not returned by the date specified on the loaner agreement, the customer will be charged the appropriate then current list price of the unit.

STANDARD TERMS & CONDITIONS (CONTINUED)

RENTAL(S)

From time to time, customers may request system/equipment rental. When requesting a rental unit/equipment, a customer must provide a purchase order or credit card authorization in the amount of the agreed rental price.

FreeFlight Systems / Flight Data Systems will prepare a "Rental Agreement" and provide it electronically to the customer. The customer must agree to and endorse the agreement, then return the form to FreeFlight Systems/ Flight Data Systems electronically.

FreeFlight Systems / Flight Data Systems will ship the unit to the specified destination by the best available means for the customers' timeline. FreeFlight Systems / Flight Data Systems will include a document with the unit explaining the return procedure. This procedure also allows for traceability. Return shipments will be via UPS BLUE (or equivalent).

If the unit is not returned by the date specified on the rental agreement, the customer will be charged the appropriate then current list price of the unit.

RETURNED GOODS PROCESS

To return products to FreeFlight Systems/ Flight Data Systems for a repair, DOA or any other reason, a Return Materials Authorization (RMA) must be requested from authorized FreeFlight Systems/ Flight Data Systems / Flight Data Systems personnel prior to returning the product.

Authorization may be provided from:

- Repair Department for repair [orders\(repair@freeflightsystems.com\)](mailto:orders@freeflightsystems.com)
- Technical Support Department for DOA/Warranty Exchanges (support@freeflightsystems.com)
- Sales Department for new product returns (sales@freeflightsystems.com / sales@flightdata.aero)

Once authorization has been approved by FreeFlight Systems/ Flight Data Systems, an RMA form will be provided via email. Once the form is completed, and emailed back, FreeFlight Systems / Flight Data Systems will provide an RMA number for the return shipment.

At a minimum the completed form must provide the information listed below to be processed:

- Purchase order number (if required for customer reference)
- Company or Individual name and Contact name
- Complete billing address and return address
- Phone and email address
- Unit part number and serial number
- Description of scope of work to be accomplished
- Description of the service requested (repair, upgrade, etc.)
- Preferred Method of payment
- Preferred method of return shipment and/or a carrier account number if applicable (return shipping will be billed if not provided)

The completed RMA must be returned with the unit in order to be valid. Product(s) that are returned to FreeFlight Systems / Flight Data Systems without an approved RMA form may be rejected and invoiced a \$386.00 USD RMA handling fee per system.

Review the 'Warranty Labor Claim' in Warranty Section of this document for further information on repair/overhaul services.

STANDARD TERMS & CONDITIONS (CONTINUED)

DEAD ON ARRIVAL (DOA) - PART 21 RETURN(S)

DOAs are defined as out-of-box failures on New units, limited to failures that occur before 20 hours of operation or within 2 weeks of installation. If a unit meets these criteria, it will be replaced or repaired as applicable.

In the event of a suspected DOA, the customer must first contact FreeFlight Systems / Flight Data Systems' Technical Support, to help troubleshoot the system. If unsuccessful and the symptoms indicate a defective unit, Technical Support will declare the unit DOA and approve its return and replacement. DOA return authorizations are only available from the FreeFlight Systems / Flight Data Systems Technical Support Department.

Wherever possible FreeFlight Systems / Flight Data Systems will immediately ship a replacement unit. In this event, the following special conditions will apply:

For DOA replacements, a customer PO will be required to facilitate a sales order creation for the full amount of the replacement. This will be invoiced directly to the customer requesting the DOA. If there are no terms available for the customer, payment will be required prior to shipment. The defective unit must be returned within forty-five (45) days of shipment of the replacement unit and include the RMA form. If the unit is not received by FreeFlight Systems/ Flight Data Systems in forty five (45) days, the full amount may not be credited. A penalty of 10% per 30 days, with a maximum of 50% credit reduction will be assessed. For customers with terms available, an invoice will be created at the time of the request for the full amount of the system. If the DOA system is received at FreeFlight Systems / Flight Data Systems within forty-five (45) days, a credit memo will be issued.

FreeFlight Systems / Flight Data Systems will ship replacement units via Overnight delivery. If the returned part is found to have customer induced damage, the customer will be advised and may be invoiced for the repair of that part. Customer induced damage is any damage caused by the customer or installer after delivery inspection, including but not limited to; damage caused by mishandling, dropped units, damaged connectors, incorrectly inserted data cards or connections, water damage and incorrect power or other installation conditions not in accordance with the supplied Installation Manual.

PRODUCT RETURN POLICY

New, unopened, packaged catalog products may be returned within thirty (30) days of the ship date and are subject to a 80% restock fee. No product returns are accepted beyond thirty (30) days after the ship date. In all cases, authorization for product returned must be approved by the FreeFlight Systems / Flight Data Systems Sales Department prior to shipment. Non-Standard (non COTS) Catalog items are not normally eligible for return.

Returns will not be accepted if there is any damage to warranty seals on the product. International shipments to FreeFlight Systems/ Flight Data Systems should utilize DDP Incoterms 2020.

CREDIT TERMS

Payment terms are established through the FreeFlight Systems / Flight Data Systems Finance Department. To apply for terms, an application must be submitted along with three (3) current trade references from aviation-related companies. Approval will normally be within 2-3 weeks of the submission of completed application with appropriate references to the Finance Department. For details on credit applications and applicable forms, please contact sales@freeflightsystems.com / sales@flightdata.aero.

STANDARD TERMS & CONDITIONS (CONTINUED)

If approved, these terms apply to all services. If for any reason an account is placed on credit hold, sales orders may not be shipped and repaired products may not be returned until this issue is resolved. In some cases, it may be possible to arrange for shipment of the equipment CIA (Cash in Advance) or COD (Cash on Delivery) during resolution.

PAYMENT GUIDELINES AND POLICIES

United States Customers: ACH transfer is the preferred method.

International Customers: Wire transfer is the required method.

Credit Card Payments: Please refer to the FreeFlight Systems / Flight Data Systems Credit Card Authorization Form.

PROCESSING FEE

A 4% processing fee applies only to credit card transactions over \$15,000. This fee does not apply to ACH or wire transfers.

WIRE TRANSFER FEES

All wire transfer fees, including those charged by the sending bank, must be covered by the customer. The full invoiced amount must be received without deductions for bank fees.

PAYMENT TERMS

Payment is due within the approved term limits as determined by the FreeFlight Systems / Flight Data Systems Finance Department, starting from the invoice date.

For repair orders without credit terms, payment must be made in advance via credit card, wire transfer, or memo.

For customers with credit terms, payment is due within the approved term limit.

LATE PAYMENT PENALTIES

Payments not made within the term limits may result in the account being placed on hold and incur additional penalties of 3% of the invoice total for every five (5) business days past due, up to a maximum of 10% of the invoice total.

SHIPPING POLICY

Shipping policies are applicable to both new sales purchase orders and repair orders. Once the shipment departs the FreeFlight Systems/ Flight Data Systems facility via the customer preferred carrier, the shipment is to follow Ex Works (EXW), under the Incoterms 2020 process unless otherwise negotiated. FreeFlight Systems/ Flight Data Systems does not accept freight collect shipments. If there is a requirement to return an item (at the request of FreeFlight Systems/ Flight Data Systems), FreeFlight Systems/ FlightData Systems will provide a carrier account number to cover the shipping charges.

DOMESTIC

FreeFlight Systems / Flight Data Systems will ship Ex-Works (EXW), Origin (Waco, TX) via UPS BLUE or equivalent. In this case, a standard handling fee of \$75 USD will be applied to your order in addition to the cost of freight. Freight Forwarder use by the buyer may incur an additional fee of \$50.00 USD.

INTERNATIONAL

FreeFlight Systems / Flight Data Systems will ship Ex Works (EXW) Origin (Waco, TX) via UPS International. In this case, a standard handling fee of \$200 USD will be applied to your order in addition to the cost of freight. Freight Forwarder use by the buyer may incur an additional fee of \$50.00 USD.

The specific shipping charge is determined on a case-by-case basis. The customer is responsible for any supplemental charges associated with the shipment, including broker fees, customs duties and all taxes.

STANDARD TERMS & CONDITIONS (CONTINUED)

EXPORT AND CONTROLS

Customers will be responsible for compliance with all export control laws and regulations of the U.S. Government (including the Export Administration Regulations (EAR) and the International Traffic in Arms Regulations (ITAR)), and when required by such laws and regulations shall obtain export and re-export licenses required for goods, services, and technical data delivered under a sales or repair order. FreeFlight Systems / Flight Data Systems will not be liable to the customer for any failure to provide goods, services or technical data as a result of any of the following U.S. Government actions: (1) refusal to grant export or re-export license; (2) cancellation of export or re-export license; or (3) any subsequent interpretation of U.S. export laws and regulations, after the date of an order, that limits or has a material adverse effect on the cost of FreeFlight Systems/ Flight Data Systems.

The Goods and Services (including, without limitation, any third-party software) may be subject to export control and import laws and regulations of:

- 15.1.1 the United States, including without limitation the International Traffic in Arms Regulations (ITAR) (22 C.F.R. §§ 120-130), the National Industrial Security Program Operating Manual (NISPOM) (DoD 5220.22-M), the U.S. Export Administration Regulations, 15 C.F.R. Parts 730-774, and other controls administered by the U.S. Department of Commerce, and the sanctions regulations administered by the U.S. Department of Treasury Office of Foreign Assets Control; the European Union and its member states, including without limitation Council Regulation (EC) No. 1334/2000; and
- 15.1.3 other countries (collectively, "Export/Import Law"). The Buyer agrees to comply with all Export/Import Law applicable to the Goods and Services and assumes sole responsibility for obtaining licenses and other authorizations that are required under Export/Import Law to deliver and use the Goods and Services. The Buyer acknowledges and agrees and shall procure that any person to whom the Goods or Services are re-sold shall acknowledge and agree that the Goods and Services shall not be exported, re-exported or otherwise transferred to any countries for which the United States and/or the European Union maintains an embargo (collectively, "Embargoed Countries"), or a national or resident thereof, or to any person or entity on the U.S. Department of Treasury List of Specially Designated Nationals or the U.S. Department of Commerce Denied Parties List or Entity List, or to any person on any comparable list maintained by the European Union or its member states (collectively, "Designated Nationals").
- The lists of Embargoed Countries and Designated Nationals are subject to change without notice. The Buyer represents and warrants that neither it nor any of the persons to whom the Goods or Services are resold is located in, a national or resident of, or under the control of an Embargoed Country or Designated National. Buyer specifically shall obtain all required authorizations from the U.S. Government before transferring or otherwise disclosing technical data or technology (as those terms are defined in 22 C.F.R. § 120.10 and 15 C.F.R. § 722, respectively), to any Foreign Person (as defined in 22 C.F.R. § 120.16).
- All export documents, including a trade compliance certificate or end user, if applicable, must be on file and current prior to any shipment being released to Buyer.

GENERAL

CONDITIONS OF SALE / SERVICE

Any Aircraft Parts are sold on the condition that they are used solely in the manufacture, repair or maintenance of civil aircraft and must not be used for any other purpose without FreeFlight Systems / Flight Data Systems' permission and payment of the extra customs duty involved. ***Standard Terms and Conditions for FreeFlight Systems/ Flight Data Systems can change without advanced notice.***

STANDARD TERMS & CONDITIONS (CONTINUED)

FORCE MAJEURE

FreeFlight Systems / Flight Data Systems shall not be liable to perform its obligations under these Terms & Conditions for any cause beyond its reasonable control including, without limitation fire flood strikes, pandemic-related constraints and regulations, transportation delays, fuel and energy shortages and defaults of sub-contractors.

APPLICABLE LAW

These Terms & Conditions shall be governed by the laws of The U.S. State of Texas.

CONFIDENTIALITY

Both parties shall have a reciprocal confidentiality understanding whereas "Confidential Information" shall be defined as information of a technical, scientific, strategic, corporate or commercial nature, including, without limitation, all specifications, data, documents, computer software, programs, technology, concepts, processes, methodologies, samples, business plans, forecasts, products and accounting records, whether or not acquired through visits or discussions and whether or not covered by intellectual property rights, whether written or oral, and whether or not explicitly designated as confidential.

FreeFlight Systems/ Flight Data Systems as well as other applicable parties to these Terms and Conditions agrees to keep the Confidential Information obtained hereunder in strict confidence and to use it only for the purpose of FreeFlight Systems/ Flight Data Systems' performance of its obligations, and otherwise not disclose directly or indirectly to any third party, nor to use, copy, summarize, evaluate, or incorporate within or outside of its business.

FreeFlight Systems / Flight Data Systems agrees that the Confidential Information should be accessed and disclosed only to its employees having a need to know who have been properly advised of the confidential nature of the Confidential Information, and who are under binding obligations of confidentiality, use and non-disclosure complying with the requirements hereunder. The obligations of confidentiality, shall not apply to information which: (i) is or becomes publicly available through no fault of either party;(ii) is independently developed by FreeFlight Systems / Flight Data Systems without recourse to the Confidential Information provided hereunder; (iii) is obtained by FreeFlight Systems/ Flight Data Systems in good faith and on a non-confidential basis and without a use restriction from a third party who lawfully obtained and disclosed such information; or (iv) is required to be disclosed by law following advance notice to the customer to allow for protection of its rights.

CORRUPT PRACTICES

The Buyer represents and warrants that it understands the provisions of any relevant laws relating to the prevention of corruption and agrees to comply with them to the extent that they apply.



**FREEFLIGHT
SYSTEMS**

Flight Data Systems

Corporate Address
1333 Corporate Dr. Suite 300
Irving, TX 75038 USA

Operations Address
621 Texas Central Parkway
Waco, TX 76712

Services Address
Heathrow Boulevard 4
280 Bath Road, West Drayton
Middlesex, UB7 0DQ, UK