

## SAFETY MANAGEMENT SYSTEM WEBSITE AGREEMENT

This Agreement (“**Agreement**”) made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Aircraft Electronics Association, having an office at 3570 NE Ralph Powell Road, Lee’s Summit, MO 64064 (“**AEA**”) and \_\_\_\_\_, with an address of \_\_\_\_\_ (“**Member**”).

### WITNESSETH:

**WHEREAS**, as a benefit of membership with the association, AEA provides a safety management system web-based database and set of analytical tools (the “**Website**”) to aid participating members in developing and implementing a safety management system within their organization;

**WHEREAS**, Member desires to gain access to the Website and make use of the database and tools therein;

**WHEREAS**, Member agrees to abide by certain conditions as a condition to access the Website;

**NOW, THEREFORE**, in consideration of the promises, mutual covenants and agreements herein contained, it is hereby agreed as follows:

### **ARTICLE I TERM OF AGREEMENT**

1.1 This Agreement is valid and will be in effect from the date of execution hereof through the date on which Member’s access to the Website is terminated in accordance with this Agreement. Member may terminate its access to the Website at any time, for any reason, upon written notice to AEA. AEA may terminate Member’s access to the Website at any time, for any reason, upon written notice to Member. Following any termination under this Agreement, AEA will disable all Member employee accounts and Member will no longer have access to any Member Data stored on the Website.

### **ARTICLE II WEBSITE ACCESS**

2.1 Website Access. Upon execution of this Agreement by all parties, AEA shall provide Member with access to the Member specific portions of the Website, and Member shall provide AEA with a list of all employees to include each employee’s email address and identify Member’s safety coordinator (“**Safety Manager**”). Following execution of this Agreement, AEA will work with the Safety Manager to schedule a date, time and location mutually agreeable to the parties during which Safety Manager will complete the initial AEA required training with respect to use of the Website (“**Required Safety Manager Training**”). Following completion of the Required Safety Manager Training, AEA will send each Member employee on the list provided by Member an email with their username, password and link to the Website. Each Member employee will be required to undergo an online training course for the Website before they will be able to fully access and use their account. Member acknowledges and agrees that it has read and fully understands the “**Website User Terms and Conditions**” contained in Exhibit A, attached hereto and incorporated herein, which may be amended from time to time. Member agrees to abide by the Website User Terms and Conditions at all times during the Term. Each instance of the term “you” “your” or other like terms shall be deemed to refer to the individual Member employee, and with respect to Member’s compliance, to Member. Each Member employee will be required to accept the Website User Terms and Conditions upon their first login to the Website. In the event that Member desires to replace its Safety Manager, the replacement will need to complete the Required Safety Manager Training prior to being given full Safety Manager access rights to the Website. Member will be charged the current market rate being

charged by AEA for each instance of Required Safety Manager Training conducted by AEA. In the event that Member desires to remove or add any employee, Member shall notify AEA of the same in writing, and include the email address for any new addition. AEA will delete the account or add a new one, as necessary. AEA reserves the right to implement and require Website users to complete additional online training from time to time. AEA may lock Member employee accounts for the purpose of forcing such Member employees to complete such online training.

2.2 Availability/Right to Modify. The Website, or any feature or part thereof, may not be available at all times. AEA will take reasonable efforts to place notices of scheduled down time on the Website, but shall have no liability for failure to do so. To the extent Member chooses to access and use the Website, Member is doing so at its own initiative and is responsible for compliance with any applicable laws and regulations, including, but not limited to, any OSHA, FAA and TSA regulations. AEA reserves the right to modify or terminate the Website (or any part thereof), either temporarily or permanently. AEA may post on the Website, or the AEA website, and/or will send an email to the primary address associated with each Member employee account to provide notice of any material changes to the Service. It is Member's responsibility to check the primary email address associated with its account for such notices. Member agrees that AEA shall not be liable to Member or any third party for any modification or cessation of the Website. From time to time, AEA may choose to offer new and/or updated features of the Website (the "**Beta Features**") as part of a Beta Testing Program (the "**Program**") for the purpose of providing AEA with feedback on the quality and usability of the Beta Features. Member understands and agrees that its participation in the Program is voluntary and does not create a legal partnership, agency, or employment relationship between Member and AEA, and that AEA is not obligated to provide Member with any Beta Features. Member's use of the Beta Features and participation in the Program is governed by this Agreement and any additional license terms that may separately accompany the Beta Features. The Beta Features are provided on an "AS IS" and "AS AVAILABLE" basis and may contain errors or inaccuracies that could cause failures, corruption or loss of data and/or information. Member is strongly encouraged to routinely backup all data and information contained on its portion of the Website. Member expressly acknowledges and agrees that all use of the Beta Features is at Member's sole risk. MEMBER ASSUMES ALL RISKS AND ALL COSTS ASSOCIATED WITH ITS PARTICIPATION IN ANY PROGRAM, INCLUDING, WITHOUT LIMITATION, ANY INTERNET ACCESS FEES, BACKUP EXPENSES, COSTS INCURRED FOR THE USE OF YOUR DEVICE AND PERIPHERALS, AND ANY DAMAGE TO ANY EQUIPMENT, SOFTWARE, INFORMATION OR DATA.

2.3 Ownership of Member Data. All data entered into the Website via Member employee accounts ("**Member Data**") shall be the property of Member. However, Member grants AEA a worldwide, royalty-free, non-exclusive license to use, distribute, reproduce, modify, adapt, publish, translate, and publicly display such Member Data, provided that such Member Data used under this license by AEA will be de-identified, meaning the following information will be removed: Member name, Member address, Member Repair Station Certificate number, Member employee name, registration number and serial number of any aircraft or component, airport name, and facility name (the "**De-Identified Data**"). The license to the De-Identified Data granted to AEA shall survive termination of this Agreement.

2.4 Backing Up Data. Member is responsible for backing up, to its own computer system or other device, all Member Data. AEA shall use reasonable skill and due care in providing the Website, but AEA does not guarantee or warrant that any Member Data uploaded or access through the Website will not be subject to inadvertent damage, corruption or loss.

### **ARTICLE III TERMS OF USE OF THE SERVICE**

3.1 Limitation on Use. Member agrees to use the Website only for purposes as permitted by this Agreement and any applicable law, regulation, or generally accepted practice in the applicable jurisdiction. AEA reserves the right to set a maximum storage capacity at any time. AEA will advise Member of any such storage capacity via a notice posted on the Website, or the AEA website, and/or will send an email to the primary address associated with each Member employee account, and provide Member with a reasonable period of time to remove any Member Data on the Website in excess of the storage limit. Exceeding any applicable or reasonable limitation of bandwidth, or storage capacity is prohibited and may prevent Member's employees from adding new Member Data. If Member's or Member's employees' use of the Website or other behavior intentionally or unintentionally threatens AEA's ability to provide the Website or other systems, AEA shall be entitled to take all reasonable steps to protect the Website and AEA's systems, which may include suspension of Member's access to the Website. Repeated violations of the limitations may result in termination of Member's access to the Website.

3.2 Regulatory Compliance. Member agrees that it is responsible for compliance with all applicable laws and regulations, including, but not limited to, the requirement to establish a safety management system where applicable. AEA MAKES NO REPRESENTATION REGARDING WHETHER THE WEBSITE MEETS THE REQUIREMENTS OF ANY REQUIRED SAFETY MANGEMENT SYSTEM. MEMBER UNDERSTANDS THAT THE WEBSITE IS BEING MADE AVAILABLE TO ASSIST MEMBER IN DEVELOPING ITS OWN INTERNAL SAFETY MANAGEMENT SYSTEM. MEMBER IS RESPONSIBLE FOR DETERMINING WHAT, IF ANY, LAWS OR REGULATIONS APPLY TO MEMBER'S SAFETY MANAGEMENT SYSTEM, AND WHETHER THE WEBSITE COMPLIES WITH SUCH REQUIREMENTS AS USED BY MEMBER.

3.3 Read-Only Account for Disclosure. Upon request from Member, AEA will create a read-only account to be used by the Member to provide government officials, inspectors, and other third parties with the ability to review Member's portion of the Website with read-only rights and permissions (a "**Read-Only Account**"). Member shall provide AEA with at least two (2) business days advance written notice of the need for a Read-Only Account, and provide AEA with the intended user's email address. Member may close any such Read-Only Account at any time by providing notice to AEA. Member acknowledges that each individual who uses a Read-Only Account will be required to accept the Website User Terms and Conditions upon their first logon. Member shall not allow more than one individual to use any specific Read-Only Account.

#### **ARTICLE IV DEFAULT**

4.1 Member Events of Default. Any of the following items shall be considered to be a "**Member Default**" or "**Member Event of Default**":

- (i) violation by Member or Member's employees of any of the terms of this Agreement;
- (ii) violation by Member or Member's employees of any of the terms of the Website User Terms and Conditions;
- (iii) Member makes a general assignment for the benefit of creditors, or be decreed insolvent or bankrupt under any bankruptcy, insolvency or other similar law, or commence a voluntary proceeding seeking liquidation, reorganization or other such relief under any such law or seeking the appointment of a receiver or liquidator over any substantial portion of their respective assets; or
- (iv) Member assigns, or attempts to assign, this Agreement or any right or interest created hereunder without the prior written consent of AEA.

In the event of a Member Default, AEA may elect to terminate the Agreement and seek any and all rights and remedies available at law or in equity.

**ARTICLE - V**  
**INDEMNIFICATION/LIMITATION OF LIABILITY**

5.1 Indemnification. MEMBER AGREE TO DEFEND, INDEMNIFY AND HOLD AEA, ITS AFFILIATES, SUBSIDIARIES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, CONTRACTORS, AND LICENSORS HARMLESS FROM ANY CLAIM OR DEMAND, INCLUDING REASONABLE ATTORNEYS' FEES, MADE BY A THIRD PARTY, RELATING TO OR ARISING FROM: (A) ANY MEMBER DATA MEMBER OR MEMBER'S EMPLOYEES' SUBMIT, POST, TRANSMIT, OR OTHERWISE MAKE AVAILABLE THROUGH THE WEBSITE; (B) MEMBER'S USE OF THE WEBSITE; (C) ANY VIOLATION BY MEMBER OF THIS AGREEMENT; OR (D) ANY VIOLATION BY MEMBER, OR ANY MEMBER EMPLOYEE, OF THE WEBSITE USER TERMS AND CONDITIONS.

5.2 Limitation of Liability. IN NO EVENT SHALL AEA BE LIABLE TO MEMBER FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES. MEMBER HEREBY ACKNOWLEDGES AND AGREES THAT AEA IS ACTING SOLELY AS THE PROVIDER OF THE WEBSITE. THEREFORE, AEA SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY INJURY, DAMAGE, LOSS OR EXPENSE SUFFERED BY MEMBER, OR SUCH MEMBER'S EMPLOYEES, RELATING TO MEMBER'S OR MEMBER'S EMPLOYEES' USE OF THE WEBSITE.

**ARTICLE - VI**  
**MISCELLANEOUS**

6.1 Notices. All notices to Member under this Agreement, unless otherwise stated herein, shall be given in writing at the addresses or contact numbers listed below. Any such notice is deemed effectively to be given, if by letter, by registered mail, return receipt requested, by an overnight courier who provides a receipt upon deposit with such courier, or by confirmed facsimile or electronic mail transmission, upon the sender's receipt of confirmation that the message has been delivered to the number or address listed below.

6.2 Entire Agreement. This Agreement and the Website User Terms and Conditions together contain the entire understanding between AEA and the Member regarding access to and use of the Website. This Agreement may be amended but only on a written addendum executed by the Member and AEA or their respective assignees. The Website User Terms and Conditions may be modified as outlined in Exhibit A.

6.3 Confidential Information. The parties agree (on behalf of themselves and each of their respective affiliates, directors, officers, employees and representatives) to keep confidential, the terms of this Agreement and any Member Data other than the De-Identified Data. Notwithstanding the foregoing, Member acknowledges and agrees that AEA may be required to disclose certain Member Data in response to a subpoena or other legal demand, but any such disclosure shall be limited to the legal requirements of such demand, and AEA shall as soon as reasonably possible notify Member of the requirement for AEA to make such a disclosure.

6.4 Survival of Confidentiality. The provisions of Section 6.3 shall survive the termination of this Agreement for any reason whatsoever. Upon such termination, the parties shall return any confidential information, which may have been transmitted, from another party, as well as any copy or other reproduction, including, without limitation, electronic data reproductions or representations.

6.5 Assignment. This Agreement may not be assigned by either party except with the written consent of the other party.

6.6 Applicable Law. The parties hereby acknowledge, consent and agree (i) that the provisions of this Agreement and the rights and relationships of all parties mentioned herein will be governed by the laws of the State of Missouri and interpreted and construed in accordance with such laws and (ii) that the United States District Court for the District of Missouri and any court of competent jurisdiction of the State of Missouri will have exclusive jurisdiction in any proceeding instituted to enforce this Agreement, and any objections to venue are hereby waived.

6.7 Waiver of Jury Trial. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTELLIGENTLY WAIVE THEIR RIGHTS TO A JURY TRIAL IN ANY ACTION, SUIT OR PROCEEDING RELATING TO, ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY OTHER DOCUMENT, AGREEMENT OR INSTRUMENT EXECUTED AND/OR DELIVERED IN CONNECTION WITH THE FOREGOING.

6.8 Invalidity. Any provision of this Agreement, which is prohibited or unenforceable, will be ineffective only to the extent of such prohibition or unenforceability, without invalidating the remaining provisions of the Agreement.

6.9 Headings. The headings of the sections and paragraphs contained in this Agreement are inserted for convenience only and do not constitute a material part of the Agreement.

6.10 Counterparts. This Agreement may be executed in one or more counterparts each of, which shall be deemed an original, all of which together shall constitute one and the same agreement. Signatures conveyed via facsimile or by electronic mail attachment shall have the same force and effect as original signatures.

6.11 No Waiver. No delay or omission in the exercise or enforcement or any right or remedy hereunder by either party shall be construed as a waiver of such right or remedy. All remedies, rights, undertakings, obligations, and agreements herein shall be cumulative and not mutually exclusive, and in addition to all other rights and remedies which either party possesses at law or in equity. All rights of the parties hereunder are separate and cumulative, except as otherwise set forth herein.

6.12 Further Assurances. Each party shall execute and deliver to the other such further documents and take such further action as may be necessary to effectuate the intent and purpose of this Agreement.

**SIGNATURE BLOCK IS ON THE FOLLOWING PAGE**

IN WITNESS hereof, the parties hereto by their authorized agents have executed this Agreement.

**- MEMBER**

**AIRCRAFT ELECTRONICS ASSOCIATION -  
AEA**

By:  
Printed Name:

By:  
Printed Name:

Date:

Date:  
Attn:  
3570 NE Ralph Powell Road  
Lee's Summit, MO 64064

Phone:  
Email:

Phone:  
Email:

**EXHIBIT A**  
**WEBSITE USER TERMS AND CONDITIONS**

THIS IS A LEGAL AGREEMENT BETWEEN YOU AND AIRCRAFT ELECTRONICS ASSOCIATION (“AEA”), WHICH GOVERNS YOUR USE OF THE SAFETY MANAGEMENT SYSTEM WEB-BASED DATABASE AND SET OF ANALYTICAL TOOLS (THE “WEBSITE”) MADE AVAILABLE TO YOU THROUGH THE AEA WEBSITE. IT IS IMPORTANT THAT YOU READ AND UNDERSTAND THE FOLLOWING TERMS AND CONDITIONS IN THIS AGREEMENT (THE “WEBSITE USER TERMS AND CONDITIONS”). BY CLICKING “AGREE,” YOU ARE AGREED THAT THESE TERMS APPLY IF YOU CHOOSE TO ACCESS OR USE THE WEBSITE.

1) The username, password, and other information provided to you to aid you in accessing and using the Website (the “**Login Information**”) is confidential, and is for your use only. You shall not provide any third party with access to your Login Information, and shall not allow any third party to access the Website using your Login Information. You shall not impersonate someone else, nor use a deceptive user name or profile that would lead people to believe you are someone you are not. You are solely responsible for maintaining the confidentiality and security of your Login Information and for all activities that occur on or through your account on the Website, and you agree to immediately notify AEA of any security breach of your account. Provided AEA has exercised reasonable skill and due care, AEA shall not be responsible for any losses arising out of the unauthorized use of your account or Login Information resulting from you not following these rules. Nothing in this agreement shall be construed to convey to you any interest, title, or license in the Login Information. You agree that your Login Information and associated account is non-transferable.

2) The primary purpose of the Website is to provide a database and tools to be used by your employer (the “**Member**”) in developing and implementing a safety management system within its organization. You are being provided access to the Website as a result of your employer’s interest in creating such a system and its agreement to abide by certain terms and conditions, including those contained in this agreement. All data entered into the Website by you (“**Member Data**”) shall be the property of your employer. However, your employer has granted AEA a worldwide, royalty-free, non-exclusive license to use, distribute, reproduce, modify, adapt, publish, translate, and publicly display such Member Data, provided that such Member Data used under this license by AEA will be de-identified, meaning the following information will be removed: Member name, Member address, Member Repair Station Certificate number, Member employee name, registration number and serial number of any aircraft or component, airport name, and facility name (the “**De-Identified Data**”). The license to the De-Identified Data granted to AEA shall survive termination of this Agreement. The Member Data you enter on the Website may be subject to additional restrictions from your employer. You are responsible for reading and understanding any policies, procedures, regulations and restrictions placed on your use of the Website by your employer. You agree that you will not reproduce, copy, duplicate, sell, resell, rent or trade Member Data for any purpose.

3) You are responsible for regularly reviewing the Website User Terms and Conditions. AEA reserves the right, at its sole discretion, to change, modify, add, remove or terminate any portion of the Website User Terms and Conditions, in whole or in part, at any time. AEA may post on the Website, or the AEA website, and/or will send an email to the primary address associated with your account to provide notice of any material changes to the Website or the terms and conditions of this agreement. It is your responsibility to check the primary email address associated with your account for such notices.

4) You shall not upload, email, post or transmit to, or distribute or otherwise publish through the Website or through use of any address, number or other contact information you obtain through the Website any material which: (i) disrupts the normal flow of dialogue and/or exchange on the Website, including posting or otherwise transmitting material that is not related to the subject at issue or otherwise restricts or inhibits any other user from using and enjoying the Website; (ii) constitutes or encourages conduct that would constitute a criminal offense, potentially give rise to civil liability (including claims of sexual harassment, defamation and/or libel), or otherwise violate the local, state, or national laws of any country; (iii) violates, plagiarizes, or infringes the rights of third parties including, without limitation, copyright, trademark, patent, rights of privacy or publicity, trade secrets, or any other proprietary right; (iv) contains a virus, worm, Trojan horse, or other harmful component; (v) contains solicitations or advertisements of any kind; (vi) constitutes or contains false or misleading indication of origin or statement of fact; or (vii) contains chain letters or pyramid schemes. By posting content on the Website, you are agreeing that the content you post is accurate.

5) The Website, or any feature or part thereof, may not be available at all times. AEA will take reasonable efforts to place notices of scheduled down time on the Website, but shall have no liability for failure to do so. AEA reserves the right to modify or terminate the Website (or any part thereof), either temporarily or permanently. AEA may post on the Website, or the AEA website, and/or will send an email to the primary address associated with your account to provide notice of any material changes to the Service. It is your responsibility to check the primary email address associated with your account for such notices. Your account may also be terminated at any time by your employer, in which case AEA will disable your access. You agree that AEA shall not be liable to you or any third party for any modification or cessation of the Website, your access to the Website, or your account.

6) You will be responsible for your own use of the Website and the consequences of posting or otherwise transmitting via the Website. AEA does not represent or guarantee the truthfulness, accuracy, or reliability of any material posted or otherwise transmitted by Website users or endorse any opinions expressed by such users. AEA does not screen, monitor or approve content or posts from Website users in advance. If we receive notification about a member regarding use of the Website which allegedly does not conform to these Website User Terms and Conditions, AEA will communicate the same to your employer the Member. As the owner of the Member Data, Member has the sole discretion to determine whether such content or post should be removed from the Website, and AEA will abide by the written direction of Member with respect to the same. AEA has no liability or responsibility to users or Member for performance or nonperformance of such activities. You acknowledge that AEA, while participating on the Website, is engaged in rendering legal, medical, counseling, or other professional services or advice.

7) AEA may immediately, without prior notice, issue a warning, temporarily suspend, indefinitely suspend, or terminate your use of and access to the Website, at AEA' sole discretion, for any reason, whether with or without cause or warning, and without liability. You acknowledge and agree that AEA and/or its licensors own all legal right, title and interest in and to the Website, including but not limited to graphics, user interface, the scripts and software used to implement the Website, and any software provided to you as a part of and/or in connection with the Website (the "**Software**"), including any and all intellectual property rights that exist therein, whether registered or not, and wherever in the world they may exist. You further agree that the Website (including the Software, or any other part thereof) contains proprietary and confidential information that is protected by applicable intellectual property and other laws, including but not limited to copyright. AEA grants you a personal, non-exclusive, non-transferable, limited license to use the Website as provided to you by AEA in accordance with this Agreement; provided that you do not (and do not permit anyone else to) copy, modify, rent, loan, distribute, create a derivative work of, reverse engineer, decompile, or otherwise attempt to discover the source code (unless expressly permitted or required by law), sell, lease, sublicense, assign, grant a security interest in or otherwise transfer any right in the Software, Website content, or Website, and you shall not exploit the Website in any unauthorized way whatsoever, including, but not limited to, by trespass or burdening network capacity. THE USE OF THE SOFTWARE OR ANY PART OF THE WEBSITE, EXCEPT AS PERMITTED IN THIS AGREEMENT, IS STRICTLY PROHIBITED AND INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS AND MAY SUBJECT YOU TO CIVIL AND CRIMINAL PENALTIES, INCLUDING POSSIBLE MONETARY DAMAGES, FOR COPYRIGHT INFRINGEMENT.

8) YOU AGREE TO DEFEND, INDEMNIFY AND HOLD AEA, ITS AFFILIATES, SUBSIDIARIES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, CONTRACTORS, AND LICENSORS HARMLESS FROM ANY CLAIM OR DEMAND, INCLUDING REASONABLE ATTORNEYS' FEES, MADE BY A THIRD PARTY, RELATING TO OR ARISING FROM: (A) ANY MEMBER DATA YOU SUBMIT, POST, TRANSMIT, OR OTHERWISE MAKE AVAILABLE THROUGH THE WEBSITE; (B) YOUR USE OF THE WEBSITE; (C) ANY VIOLATION BY YOU OF THIS AGREEMENT; OR (D) YOUR VIOLATION OF ANY RIGHTS OF ANOTHER. THIS MEANS THAT YOU CANNOT SUE AEA, ITS AFFILIATES, SUBSIDIARIES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, CONTRACTORS, AND LICENSORS AS A RESULT OF ITS DECISION TO WARN YOU, TO SUSPEND OR TERMINATE YOUR ACCESS TO THE WEBSITE, TO TAKE ANY OTHER ACTION IN RESPONSE TO YOUR EMPLOYER'S WRITTEN DIRECTION REGARDING MEMBER DATA, OR AS A RESULT OF AEA'S CONCLUSION THAT A VIOLATION OF THIS AGREEMENT HAS OCCURRED. THIS WAIVER AND INDEMNITY PROVISION APPLIES TO ALL VIOLATIONS DESCRIBED IN OR CONTEMPLATED BY THIS AGREEMENT. THIS OBLIGATION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT AND/OR YOUR USE OF THE WEBSITE.



9) MEMBER AGREES THAT ITS USE OF THE WEBSITE IS AT MEMBER'S OWN RISK. THE WEBSITE, INCLUDING ALL CONTENT, SOFTWARE, FUNCTIONS, SERVICES, MATERIALS, AND/OR INFORMATION MADE AVAILABLE OR DISCUSSED ON OR ACCESSED THROUGH THE WEBSITE, IS PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. IN NO EVENT SHALL AEA BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE WEBSITE OR WITH THE DELAY OR INABILITY TO USE SAME, OR WITH HYPERTEXT OR GRAPHIC LINKS TO THIRD PARTIES, OR FOR ANY BREACH OF SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION THROUGH THE WEBSITE OR ANY LINKED SITE, OR OTHERWISE ARISING OUT OF THE USE OF SAME, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE. FURTHER, AEA DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, NON-INFRINGEMENT, MERCHANTABILITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE WEBSITE OR ANY MATERIALS OR CONTENT CONTAINED OR AVAILABLE THEREIN WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, AEA' LIABILITY SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW. ADDITIONAL DISCLAIMERS APPEAR WITHIN THE BODY OF THE WEBSITE AND ARE INCORPORATED HEREIN BY REFERENCE. TO THE EXTENT ANY SUCH DISCLAIMERS PLACE GREATER RESTRICTIONS ON YOUR USE OF THE WEBSITE OR THE MATERIAL CONTAINED THEREIN, SUCH GREATER RESTRICTIONS SHALL APPLY.

10) Some of the links found on the Website may let you leave the Website and go to sites operated by parties other than AEA. Those linked sites are not under the control of AEA and AEA is not responsible for the contents of any linked site or any link contained in a linked site, or any changes or updates to such sites. Such links by the Website to sites maintained by third parties do not constitute an endorsement, guaranty, or warranty by AEA, or any of its affiliates, of any third party or their content, nor the existence of a partnership, joint venture, agency, or other relationship between AEA, or any of its affiliates, and any linked third party or their content. AEA does not assume any responsibility or liability for the actions, product, content and/or information of these and other third parties and/or their web sites. Member should carefully review their privacy statements and other conditions of use.

11) In the event that you breach, in AEA's reasonable judgment, any provision of the Website User Terms and Conditions, AEA deem such breach to be a Member Event of Default for your employer. AEA may terminate your account and pursue any action available to AEA under the agreement it has in place with your employer.

12) AEA, the AEA logo, the Website logo and other AEA trademarks, service marks, graphics, and logos used in connection with the Website are trademarks or registered trademarks of Aircraft Electronics Association in the US and/or other countries. Other trademarks, service marks, graphics, and logos used in connection with the Website may be the trademarks of their respective owners. You are granted no right or license in any of the aforesaid trademarks, and further agree that you shall not remove, obscure, or alter any proprietary notices (including trademark and copyright notices) that may be affixed to or contained within the Website.

13) The parties hereby acknowledge, consent and agree (i) that the provisions of this Agreement and the rights and relationships of all parties mentioned herein will be governed by the laws of the State of Missouri and interpreted and construed in accordance with such laws and (ii) that the United States District Court for the District of Missouri and any court of competent jurisdiction of the State of Missouri will have exclusive jurisdiction in any proceeding instituted to enforce this Agreement, and any objections to venue are hereby waived. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTELLIGENTLY WAIVE THEIR RIGHTS TO A JURY TRIAL IN ANY ACTION, SUIT OR PROCEEDING RELATING TO, ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY OTHER DOCUMENT, AGREEMENT OR INSTRUMENT EXECUTED AND/OR DELIVERED IN CONNECTION WITH THE FOREGOING.

14) Your use of the Website includes the ability to enter into agreements and/or to make transactions electronically. YOU ACKNOWLEDGE THAT YOUR ELECTRONIC SUBMISSIONS CONSTITUTE YOUR

AGREEMENT AND INTENT TO BE BOUND BY SUCH AGREEMENTS. YOUR AGREEMENT AND INTENT TO BE BOUND BY ELECTRONIC SUBMISSIONS APPLIES TO ALL RECORDS RELATING TO ALL TRANSACTIONS YOU ENTER INTO ON THE WEBSITE, INCLUDING NOTICES OF CANCELLATION, POLICIES, CONTRACTS, AND APPLICATIONS.

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