

On-Board Data Systems (OBDS)
MFB™ Software / Aircraft Data Services and Fee Agreement
 Multi-Function FlightDeck Browser™ and Content Management System

Between: _____ (hereafter referred to as "Client")

And: 2689090 Canada Inc. operating as On-Board Data Systems _____ (hereafter referred to as "OBDS")
 The Client wishing to subscribe to a set of services offered by OBDS and certain software components under the following terms and conditions:

Fee Structure as of : 7 March 2008 – all terms and prices are subject to change – prices in USD
See admin user agreement for common library and fleet fee structure if applicable

Block A Full Licence Fees

ITEM	# of units	Customer fee	TOTAL (+ initials)
Aircraft Setup - Dedicated web login, - Document Management - EFB Configuration tools - MFB™ Shell Software		700.00 Per Aircraft Setup (1 st year maint. Incl.) Three MFB installations included per Setup add \$100 Per additional assigned EFB Unit	
OBDSsync™ Licensing Incl: Online Update Synchronization USB Update system "Written Forms" System		\$200.00 per licensed unit (1 st year maint. Incl.)	
Fleet Administrative Login (recommended)		700.00 One time fee Provides Update Logs Flight Reporting, EFB Management and shared Fleet document library	
		Initial Fee =	

Block B Recurrent Fees (Billed on the anniversary of the signed agreement.)

ITEM	# of units	Customer fee	TOTAL
Yearly Maintenance fees		200.00	
Yearly Administrative login fee		175.00	
Additional Server Storage Note: Library hosted by OBDS	100 MB allowance per library	\$75.00 / per 100MB/yr	
		Recurrent Fees =	

Block C Content / Options

ITEM	# of units	Customer fee	TOTAL
Initial Integration fee*		Not Applicable	
		Taxes at source: Grand Total:	

* Integration fee applies on replacement units.

Client Information:

List Aircraft Type/Model and Tail # :

Customer Account #:

Company Name: _____

Flight Department Contact: _____

Telephone #: _____

Fax #: _____

Email: _____

Billing Detail: _____

Billing Contact: _____

Initial software integration: MFB, OBDSsync, Acrobat reader, Jeppesen(core installation)

This document includes agreement to EULA for each software per Appendix attachments

Include additional software integration requests here:

Initial Aircraft Unit Assignments: (may include laptop or PC installations)

Attach extra assignments, requests:

Note: It is the operators responsibility to ensure that all data conform to the aircraft configuration and complies with all applicable regulations. The data as installed does not absolve the operator from complying with the limitations as defined in the Approved Flight Manual. OBDS will provide data updates on a customer request basis only. For further information, see FAA AC-120-64and FAA 120-76A.

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Multi-Function FlightDeck Browser™ and Content Management System

OBDS MFB™ Service Agreement - Terms and Conditions:

1. MFB Software Shell: The MFB shell software is licensed for use on one and only one Computing Device that is assigned to a given Aircraft group. The MFB user licence must be accepted on installation or reinstallation of the software or signed on behalf all aircraft assigned users as attached to this document under APPENDIX A.
2. Licence Key and Content Management services: A licence key is used for activation of the unit and to enable synchronization with the Web-Based Content Management and Update services. License Key is applicable to one computing device (Unit). The licence Key must be obtained by registration on the www.obds.com website and by acceptance of the legal licensing terms prior to obtaining the licence Key and web-site login credentials.
3. OBDSsync: online Synchronization Software: OBDS sync and sub-licensed components operate as an integrated 'plug-in' to MFB™. Use of OBDSsync™ for maintenance of Flight-Critical Data is the responsibility solely of the User. OBDS shall be relieved of all liabilities related to use of this data. No warranty of merchantability or fitness for a particular purpose is given.
4. MFB User Managed Libraries: Use of the OBDS toolset for managing and synchronizing user library content, whether for Fleet Operations or Single aircraft use is the responsibility of the User. Such documents are to be considered distributions copies and should be maintained such that loss of any such document is recoverable from source or backup media. OBDS shall be relieved of all liabilities related to use of this data. No warranty of merchantability or fitness for a particular purpose is given.
5. MFB Subscribed Documents: Subscribed documents may be designated as "push" subscriptions as required by the user. In all cases it is the responsibility of the user to monitor the documents for proper update status by use of all appropriate tools and sources of information. Data content and applicability for a given purpose is completely user control of the user.
6. MFB Content / Checklists: It is agreed that proposed checklist content or subsequent revisions shall be inspected and verified by the Client prior to use in the aircraft. Once signed on the associated approval documents as acceptable, OBDS shall be relieved of all liabilities related to use of this data. No warranty of merchantability or fitness for a particular purpose is given.
7. Content Updates OBDS will supply updated checklist and MFB content on Client request only. It shall be the Client's responsibility to initiate the update process, and to complete the draft review and approval process for each update cycle
8. The MFB™ system components data files or backups, data formats, User Guides, supporting documentation or draft copies are copyright material and are not to be copied or transmitted by any means whatsoever or passed outside the control of the Client Flight Department, without the expressed and written permission of OBDS.
9. Maintenance / Support: Maintenance fees include system and software updates as well as the basic repository space for user-managed library data. Subscribed library data fees include additional hosting charges if required. Any additional repository requirements will be charged at the OBDS fee structure current at the time of update. Extra direct support requirements will be charged at the quoted amount, during OBDS normal working hours.
10. User Interface customizations may be performed through an Administrative Login under "Manage Settings" option or may be customized by the customer by dealing directly with OBDS as a support request through the OBDS login portal.
11. This agreement shall remain in effect for one year or until OBDS receives written notice of termination. No refund shall apply for the current year based on the date of initial registration. The agreement may be revised or renewed by written agreement of both parties.
12. OBDS agrees to supply document management and revision control services. Details of recent revisions, and updates, are available through the (optional) administrative login and will also be archived in a form that may be inspected on reasonable notice by the Client, or any parties authorized by the undersigned for the purpose of compliance with any applicable regulation.
13. Security and Privacy Notes: Access to the assigned MFB Licence Keys and web-site login credentials are the responsibility of the User as authorized by the undersigned. Misuse or unauthorized access may result in service cancellation. System passwords to be maintained and changed as required.

OBDS will not divulge user information to any third party. See OBDS Website for additional security and privacy policies.

Note: It is the operator's responsibility to ensure that MFB data conform to the aircraft and all regulatory requirements. In all cases of disagreement the Approved Aircraft Flight Manual will take precedence. OBDS will provide services and data updates on a customer request basis only.

Service Agreement Terms for: Company Name: _____
Aircraft Type/Model and Tail # : _____
Flight Department Contact: _____

AGREED:

Signature: _____ Name/Title: _____ Date: _____

APPENDIX A

SOFTWARE LICENSE AGREEMENT – Installation Click License installed on behalf of the user by OBDS.

<p>This Agreement is between On-Board Data Systems - (Operating as OBDS or OBDS.com) and the person (Licensee) that has clicked on the "Accept" button [or signed the agreement on the previous page of his document]</p> <p>IF YOU DO NOT AGREE WITH THESE TERMS, HAVE QUESTIONS ABOUT THEM OR WISH TO NEGOTIATE THEM, YOU MUST CLICK ON THE "DECLINE" BUTTON BELOW AND YOU MUST NOT DOWNLOAD OR USE THE LICENSED SOFTWARE. For questions or comments contact OBDS (Phone 450.476.1420, Fax 450.476.0811, or e-mail support@obds.com).</p> <p>"SOFTWARE" shall mean OBDS's Multi-Function Electronic Flightbag Task Manager computer software product, in executable code form, including other related documentation and information, and any modifications, corrections, improvements, enhancement, upgrades, and updates thereto as well as any copies, parts, translations, alterations, or derivations thereof or therefrom.</p> <p>OBDS has certain rights in this SOFTWARE AND documentation, whether in hard copy or electronic form and they shall have the right to enforce the terms of this Agreement with respect to their portion of the SOFTWARE.</p> <p>1. We, OBDS grant You, the Licensee, a non-transferable, nonexclusive, revocable license to use the SOFTWARE VERSION where its use does not conflict with any applicable regulation. Licensee agrees that no right is granted by this Agreement for the use of licensed SOFTWARE directly for others or by others unless granted in the terms of agreement. Licensee may not disengage or override any feature intended to limit access to, or use of, licensed SOFTWARE. Licensee may not modify SOFTWARE. Licensee may not make any copies of SOFTWARE, unless specifically granted in the PO, if you have been granted the right to make copies all such copies are owned by OBDS. Licensee must reproduce on any copy all notices and serial numbers. Licensee agrees that the existence of any copyright notice in connection with the licensed SOFTWARE shall not be construed as an admission or presumption that publication has occurred. Licensee may transfer SOFTWARE to a third party only if OBDS gives prior written consent. Any other assignment or transfer is null and void.</p> <p>2. The SOFTWARE is licensed by OBDS only for the following purpose; Management and access to user-defined functions and web data update connectivity and content layout and formatting including Electronic Checklists and advisory aircraft data. OBDS has authority to generate and distribute the required files and data-security checksums required for loading of any given data-set by use of the SOFTWARE. It is the operator's responsibility to ensure that the checklists and data conform to the aircraft configuration according to FAA AC120-64 or any other applicable regulation.</p>	<p>3. The license is effective from the date of acceptance by Licensee and until Licensee's default. OBDS shall have the right to terminate this Agreement upon written notice to Licensee in the event that Licensee shall fail to comply with any of the terms and conditions hereof and such failure has not been cured within thirty (30) days after receipt of OBDS's written notice. Upon termination, OBDS has the right to repossess the SOFTWARE and all copies without further demand or notice and Licensee will (i) return to OBDS all whole or partial copies of the SOFTWARE, or (ii) upon OBDS's request, destroy all whole or partial copies of the SOFTWARE and purge SOFTWARE from all computing devices.</p> <p>4. The SOFTWARE contains information that is confidential and proprietary to OBDS. OBDS shall retain ownership of their respective portions of the SOFTWARE, including without limitation all rights in patents, copyrights, trademarks and trade secrets. Licensee agrees that no title to the licensed SOFTWARE, or to any copies or derivations thereof, is transferred hereunder to Licensee. Licensee shall not sell, lend, rent, time share, lease, assign, transfer, sublicense, publish, disclose, display or otherwise make the SOFTWARE or copies available to others except as provided under this Agreement. Licensee agrees to notify OBDS promptly and in writing of the existence of any circumstances surrounding any unauthorised distribution, alteration, reproduction, transfer, or use of the licensed SOFTWARE or any portions thereof. Licensee shall make no attempt to reverse compile, disassemble or otherwise reverse engineer the SOFTWARE. Licensee shall keep confidential all SOFTWARE and all information considered confidential by OBDS.</p> <p>5. LICENSEE AND OBDS AGREE THAT THE LICENSED SOFTWARE IS PROVIDED "AS IS" AND THAT OBDS MAKES NO WARRANTY AS TO THE LICENSED SOFTWARE. OBDS AND ASSOCIATES EXPRESSLY DISCLAIM ALL WARRANTIES WHETHER ORAL, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF DESIGN, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT, OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. OBDS AND ASSOCIATES DO NOT WARRANT THAT THE LICENSED SOFTWARE WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION, OR WILL BE COMPATIBLE WITH ANY PARTICULAR SOFTWARE OR HARDWARE. IN NO EVENT SHALL OBDS OR ASSOCIATES BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES AS SET FORTH IN THIS AGREEMENT SHALL BE DEEMED INDEPENDENT OF, AND SHALL SURVIVE, ANY FAILURE OF THE ESSENTIAL TERMS OF THIS AGREEMENT</p> <p>6. IN NO EVENT SHALL OBDS BE LIABLE FOR INCIDENTAL, DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES RELATING TO THIS AGREEMENT OR THE FURNISHING, PERFORMANCE OR USE OF THE SOFTWARE OR RELATED SERVICES, WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR OTHERWISE.</p>	<p>The laws of Quebec and Canada shall solely govern this Agreement and all related disputes without regard to conflicts of laws provisions or the 1980 U.N. Convention on the International Sale of Goods. Sections 4 and 6 shall survive termination. Licensee shall comply with all laws and regulations applicable to the export, installation, use, or import of the SOFTWARE.</p> <p>7. This Agreement is for the benefit of and shall bind the parties hereto and their respective successors and assigns; provided however, that neither this Agreement nor any benefit thereunder may be assigned, sublicensed, or otherwise transferred by Licensee to any other person, firm or corporation without the prior written consent of OBDS. Licensee recognises that this Agreement does not extend, as the case may be, to its parent company nor to any of its subsidiary or related companies.</p> <p>8. The failure of either party to enforce, in any one or more instances, any of the terms and conditions of this Agreement shall not be construed as a waiver of the future performance of any such term or condition. Waiver of any term or condition of this Agreement shall only be deemed to have been made if expressed in writing by the party granting such waiver.</p> <p>9. In the event that a particular provision of this Agreement be held by a court of competent jurisdiction, to be unenforceable, said provision shall be stricken from this Agreement, and shall not affect the validity of this Agreement as a whole, or any of its other provisions.</p> <p>10. Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of service resulting directly or indirectly from Acts of God, civil or military authority, acts of public enemy, war, riots, civil disturbances, accidents, fire, explosions, earthquakes, floods, the elements, strikes, lockouts, labor disturbances, shortages of suitable parts, labor or transportation, delays caused by suppliers or any other cause beyond the reasonable control of such party.</p> <p>11. Any notice which is required to be given hereunder to or by either party hereto shall be in writing and either delivered by fax or emailed to such party at the address indicated in the second paragraph of this Agreement or to such other address as the parties may have notified to each other. Proceedings shall be under the laws of Quebec Canada. Any notice given by fax or email shall be deemed to have been received by the addressee on the day such fax or email was sent.</p> <p>12. This Agreement constitutes the entire agreement and understanding between OBDS and Licensee with respect to the subject matter hereof, and supersedes any prior discussions, representations, understandings or agreements whether oral or written between the parties. This Agreement may be altered, modified or amended only by a written agreement signed by both parties.</p>
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COMPANY: _____

EULA AGREED for all installations:

Signature: _____

Name/Title: _____

Date: _____

On-Board Data Systems (OBDS)

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Tel: (450) 476-1420

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