

## END USER LICENSE AGREEMENT

IMPORTANT-READ CAREFULLY: Please read this End User License Agreement ("*Agreement*") carefully and be sure you understand it. This Agreement is a legal agreement among each End User (as defined below) the National Air Transportation Association, a Virginia company ("*NATA*") and World Fuel Services, Inc. a Texas corporation ("*World Fuel*"). You must review and either accept or reject the terms of this Agreement before installing or using the Software Application (as that term is defined below).

BY CLICKING THE "I ACCEPT" BUTTON OR INSTALLING OR USING THE SOFTWARE APPLICATION, YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF YOUR COMPANY, AND YOU ACKNOWLEDGE THAT YOU HAVE READ ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, UNDERSTAND THEM, AND AGREE TO BE LEGALLY BOUND BY THEM. YOU UNDERSTAND AND ACKNOWLEDGE THAT THIS AGREEMENT IS A LEGALLY BINDING CONTRACT BETWEEN EACH SUCH END USER'S COMPANY NATA AND WORLD FUEL. IF YOU REJECT THE TERMS OF THIS AGREEMENT, YOU ARE NOT AUTHORIZED TO USE ANY OF NATA'S SOFTWARE, AND YOU WILL NOT BE ALLOWED TO DOWNLOAD OR USE ANY OF NATA'S SOFTWARE, AND YOU WILL NOT BE CHARGED.

If all or some portion of the Software Application has been licensed by another party for your use (e.g., your employer or an individual or company with which you conduct business), your right to use that Software Application is subject to the terms and conditions of the agreement(s) between NATA and the other party.

1. **DEFINITIONS.** The following capitalized terms used in this Agreement have the meanings indicated:

(a) "*Computer*" means a personal computer or personal computing device.

(b) "*Delivery Date*" means the date on which you first installed the Software Application.

(c) "*Documentation*" means online or offline (i.e., printed) training, tutorial or help text and/or manuals provided with the Software Application, if any.

(d) "*End User*" means you (either an individual or an entity) and any other person who is authorized under this Agreement to use the Software Application. In this Agreement, all references to "you" will also be deemed to include all End Users and the company for whom you are using the Software Application.

(e) "*Software Application*" means the NATA Safety 1<sup>st</sup> Professional Line Service Training Online (PLST Online), or any of its additional modules, software accompanying this Agreement, in object code form, together with any of the following that may form a part of it or subsequently be provided by NATA for use with it: (A) tools, toolsets, "skins" and other software applications or components; (B) artwork, photographs, and video or audio content; (C) installation files; (D) Documentation; and (E) any Updates to or Upgrades of any of the foregoing.

(f) "*Updates*" means bug fixes, patches, or other revisions to or modifications of Software Application. An Update typically is identified by a change in a number and/or letter to the right of the first decimal point in a product's version number. Updates do not include Upgrades.

(g) "*Upgrade*" means a major release of Software Application, as determined by NATA in its sole discretion. An Upgrade typically is identified by a new product name or a new number to the left of the first decimal point in the version number of an existing product name.<sup>2</sup>

(h) "*Web Site*" means an official web site maintained by or for NATA for the Software Application, the URL of which is <http://www.nata.aero/plst> and/or <http://www.phillips66aviation-nataplst.com/> but is subject to change.

2. **OWNERSHIP.** The Software Application, including all copies provided to or created by any End User (whether or not authorized), is being licensed, not sold, to you for your use. All copies of the Software Application (including any changes you may request or suggest) are, and will remain, the property of NATA and/or its licensors. Except for the license expressly granted in this Agreement, no title, ownership or other interest or right in the Software Application or the intellectual property rights embodied in or represented by the Software Application is being granted, assigned, transferred or conveyed to you. Your rights to use the Software Application are specified in this Agreement, and NATA retains all rights not expressly granted to you in this Agreement. Nothing in this Agreement constitutes a waiver of NATA's rights under U.S. or international copyright law or any other law.

### 3. LICENSE GRANT; NATA'S RIGHT TO USE DE-AGGREGATED DATA.

(a) *License.* Subject to all of the terms and conditions of this Agreement, NATA grants to you a limited, non-exclusive, non-transferable, non-sublicenseable license to the Software Application to access, operate and use the Software Application anywhere in the world where such access, operation and use is lawful, for only the number of individual End Users for which the requisite license fee has been fully paid. You may access and use the Software Application solely for internal business purposes. You may not allow any person to access or use the Software Application if the requisite license fee has not been fully paid for that person. The license granted to you in this Agreement is terminable as provided in Section 9 of this Agreement.

(b) *NATA Has Right to Use De-Aggregated Data.* You agree that you are solely responsible for collecting, inputting and updating all data related to your use of the Software Application. Such data, and all other data generated in connection with your use of the Software Application, is collectively referred to in this Agreement as the "Data". You agree that NATA may also: (a) use the Data in any aggregate or statistical reports without prior approval from you, (b) transfer and/or disclose such aggregate Data upon a sale of NATA or its assets or other form of reorganization, but only to the other party to such transaction, and subject to the same restrictions as herein, (c) disclose such Data in a summary report that does not show, display or indicate customer specific or customer identifying information, (d) provide such Data to a third party service provider, for analytical purposes, and (e) use the aggregate Data (without personally identifiable information) to compare with other organizations within the same industry or group; provided, however that NATA may not release or share your identity or the identity of your company when performing the comparisons. The Data used pursuant to clauses (a) through (e) of the immediately preceding sentence shall not be considered your confidential information when such Data is in its aggregated or de-identified form. NATA agrees, acknowledges, warrants and represents that it shall treat the non-aggregated Data as your confidential information.

4. **RESTRICTIONS AND LIMITATIONS.** The license to use the Software Application is subject to the following restrictions, limitations and conditions.

(a) *Copying, Distribution and Use.* Except as expressly provided above, you may not use, copy, duplicate, sell, rent, lease, sublicense, transmit or redistribute the Software Application, or permit others to do so. You agree to use the Software Application solely in accordance with the Documentation and the use restrictions set forth in this Agreement.

(b) *Proprietary Notices.* You may not alter or remove any copyright, trademark, patent, or other protective notices contained in or on the Software Application.

(c) *Reverse Engineering, Decompilation, and Disassembly.* You may not reverse engineer, decompile, or disassemble the Software Application or otherwise attempt to derive its source code.<sup>3</sup>

(d) *Modifications and Derivative Works.* You may not modify or create derivative works of the Software Application.

(e) *Interference with Certain Features.* You are prohibited from modifying, disabling, and may not modify, disable, circumvent, avoid, bypass, remove, deactivate, impair or otherwise interfere with features of the Software Application that enforce license restrictions or limits or report technical or statistical information regarding the Software Application or its use to NATA. The Software Application may contain such features and you agree that ATI may use such features.

(f) *Restricted Use.* You may not use the Software Application for service bureau work, timesharing arrangements, outsourcing arrangements, or to otherwise process the data of third parties.

(g) *Third Party Use.* You may not provide unauthorized third parties with access to or use of the Software Application.

(h) *Use of Prior Versions.* You may not continue to use prior versions of any Software Application after installing an Upgrade or Update.

(i) *Confidentiality.* You acknowledge that the Software Application, Documentation and related information regardless of the media on which it is recorded, constitute valuable, proprietary, copyrighted and trade secret material of NATA. You agree to take all reasonable steps to protect the confidentiality of the Software Application, Documentation and related information, but in no event less than those precautions taken to protect Your own confidential information.

(j) *Security.* You are solely responsible for protecting your user login(s) and password(s). If you don't have sufficient expertise in-house to accomplish regular screenings for workstation and network security, you are strongly encouraged to employ the services of a computer security professional to insure that your computers and their connecting network are secure from intrusion and monitoring. Computers that you own/lease and use regularly may have certain types of hardware or software code installed that captures screen shots, keystrokes, logins and password information. Among other efforts on your part, NATA recommends that you make regular use of anti-virus and spyware detecting/removal software to insure your computer system(s) are not compromised along with quality network security equipment such as firewall hardware. The use of such software may not, by itself, be adequate to insure your system is not compromised. If you have any doubt, or even if you don't, consider retaining the services of a computer security professional on a regular basis to insure your systems are secure.

**5. MAINTENANCE AND SUPPORT.** Technical support for the Software Application may be found on the Web Site. Neither NATA nor World Fuel is obligated to provide to you any maintenance and support for the Software Application. NATA may, at its sole option, choose to provide you with Updates or Upgrades outside of any support or maintenance service. Any such Upgrades or Updates will be covered by this Agreement, unless NATA requires you to accept a new agreement at the time they are provided. Any technical information you provide NATA in connection with support services it provides to you may be used by NATA for its business purposes, including product and service development, subject to the terms of NATA's Privacy Policy, which is accessible on the Web Site.

## **6. WARRANTY DISCLAIMER.**

(a) NATA AND WORLD FUEL DO NOT WARRANT THAT THE SOFTWARE APPLICATION WILL MEET YOUR REQUIREMENTS OR THAT ITS OPERATION WILL BE UNINTERRUPTED OR ERROR-FREE. THE SOFTWARE APPLICATION IS PROVIDED "AS IS" WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU.

(b) TO THE MAXIMUM EXTENT ALLOWED BY LAW, NATA AND WORLD FUEL EXPRESSLY DISCLAIM ALL EXPRESS WARRANTIES NOT STATED IN THIS AGREEMENT, AND ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INTERFERENCE, NON-INFRINGEMENT OR ACCURACY. NATA AND WORLD FUEL EXPRESSLY DISCLAIMS ANY WARRANTY OF THE ACCURACY OR COMPLETENESS OF DATA, OPERATIONAL CRITERIA OR PARAMETERS PROVIDED BY YOU.

(c) IF ANY IMPLIED WARRANTY MAY NOT BE DISCLAIMED UNDER APPLICABLE LAW, THEN SUCH IMPLIED WARRANTY IS LIMITED TO 30 DAYS FROM THE DELIVERY DATE AND IS SUBJECT TO THE EXCLUSIVE REMEDY PROVISION SET FORTH BELOW IN THIS SECTION 7. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE FOREGOING 30 DAY TIME LIMITATION ON IMPLIED WARRANTIES MAY NOT APPLY TO YOU. NATA'S AND WORLD FUEL'S ENTIRE LIABILITY AND YOUR SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY SUCH IMPLIED WARRANTY WILL BE, AT NATA'S OR WORLD FUEL'S OPTION, RESPECTIVELY, TO EITHER (1) REFUND TO YOU THE PRICE YOU PAID FOR THE NON-CONFORMING SOFTWARE, OR (2) REPAIR OR REPLACE THE SOFTWARE APPLICATION SO THAT IT COMPLIES WITH THE IMPLIED WARRANTY; PROVIDED THAT YOU MUST NOTIFY NATA AND WORLD FUEL OF THE NON-CONFORMANCE WITHIN THE 30 DAY WARRANTY PERIOD IN ORDER TO BE ENTITLED TO EITHER REMEDY SET FORTH IN THIS SENTENCE. THIS LIMITED WARRANTY, IF APPLICABLE, IS VOID IF FAILURE OF THE SOFTWARE APPLICATION IS CAUSED BY ACCIDENT, ABUSE, UNAUTHORIZED MODIFICATION OF THE SOFTWARE APPLICATION, END USER ERROR, USE OR INSTALLATION OF THE SOFTWARE APPLICATION IN A MANNER CONTRARY TO THE DOCUMENTATION OR VIOLATION OF THIS AGREEMENT. ANY REPLACEMENT SOFTWARE WILL BE WARRANTED AS ABOVE FOR THE REMAINDER OF THE ORIGINAL WARRANTY PERIOD OR 15 DAYS FROM THE DATE NATA MAKES IT AVAILABLE TO YOU, WHICHEVER IS LONGER.

(d) You may also have other legal rights, which vary from state to state.

#### **7. EXCLUSION OF DAMAGES AND LIMITATION OF LIABILITY.**

(a) TO THE MAXIMUM EXTENT PERMITTED BY LAW (INCLUDING ANY APPLICABLE CONSUMER PROTECTION LAW OF A FOREIGN JURISDICTION), NEITHER NATA NOR WORLD FUEL NOR ANY OF THEIR RESPECTIVEITS DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, CONTROLLED OR CONTROLLING ENTITIES, LICENSORS OR LICENSORS' DISTRIBUTORS (EACH, A "RELEASED PARTY"), WILL HAVE ANY LIABILITY TO YOU OR ANY END USERS FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOSS OF USE, LOST PROFITS, BUSINESS OR REVENUE, LOSS OF GOODWILL OR OTHER ECONOMIC ADVANTAGE, OR LOSS OF PRIVACY) ARISING OUT OF OR RELATED TO USE OF THE SOFTWARE APPLICATION OR THIS AGREEMENT, EVEN IF NATA, WORLD FUEL OR A RELEASED PARTY HAS BEEN ADVISED OF, OR KNEW OR SHOULD HAVE KNOWN OF, THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH LOSSES OR DAMAGES ARE BASED IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE.

(b) WITHOUT LIMITING THE SCOPE OR EFFECT OF SECTION 7(a) ABOVE, IN NO EVENT WILL NATA'S, WORLD FUEL'S AND THE RELEASED PARTIES' TOTAL LIABILITY FOR TORT, CONTRACT OR OTHER DAMAGES WITH RESPECT TO ALL CLAIMS ARISING OUT OF OR RELATED TO THE SOFTWARE APPLICATION OR THIS AGREEMENT (INCLUDING CLAIMS OF NEGLIGENCE AND STRICT LIABILITY) EXCEED THE LICENSE FEE PAID BY YOU, IF ANY, FOR THE SOFTWARE APPLICATION DURING THE ONE YEAR PERIOD PRECEDING THE CLAIM.

(c) BECAUSE YOU ARE PERFORMING THE ENTRY OF DATA INTO SOFTWARE APPLICATION, THE QUALITY OF SUCH RECORDS IS SOLELY YOUR RESPONSIBILITY. NATA AND WORLD FUEL STRONGLY ENCOURAGES YOU TO BACKUP SUCH DATA AND REGULARLY MAKE PRINTED COPIES OF THE DATA ENTERED INTO THE SOFTWARE APPLICATION FOR YOUR

RECORDS AND TO KEEP THEM IN A SAFE PLACE. NATA AND WORLD FUEL ASSUME NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR ANY TEMPORARY OR PERMANENT LACK OF AVAILABILITY OF THE SOFTWARE APPLICATION OR OF THE ABILITY TO RETRIEVE DATA.

(d) NATA AND WORLD FUEL SHALL NOT BE LIABLE FOR ANY CLAIM OR DEMAND AGAINST YOU BY ANY THIRD PARTY EXCEPT FOR THE DEFENSE OBLIGATION SET FORTH IN SECTION 8 BELOW.

(e) NO ACTION ARISING OUT OF THE LICENSE, ANY CLAIMED BREACH OF THIS AGREEMENT OR TRANSACTIONS UNDER THIS AGREEMENT MAY BE BROUGHT BY EITHER PARTY TO THIS AGREEMENT MORE THAN TWO (2) YEARS AFTER THE EVENT WHICH FORMS THE BASIS OF THE CAUSE OF ACTION OCCURRED.

(f) SOME JURISDICTIONS LIMIT THE EXCLUSION OF DAMAGES OR LIMITATION OF LIABILITY, SO THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU. IF ANY PART OF THE EXCLUSIONS OF DAMAGES OR LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT IS UNENFORCEABLE UNDER APPLICABLE LAW, NATA'S, WORLD FUEL'S AND THE RELEASED PARTIES' AGGREGATE LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

#### **8. DEFENSE OF INFRINGEMENT CLAIMS.**

(a) NATA shall defend you against any third party action only to the extent such action is a claim that the Software Application (a) infringes a U.S. copyright owned by such third party, (b) infringes a patent under United States law owned by such third party, or (c) constitutes an unlawful disclosure, use or misappropriation of another party's trade secrets so long as you promptly notify NATA in writing of any claim of such violation and fully cooperate with NATA, at NATA's expense, in the defense of such claim. NATA shall conduct the defense and any settlement negotiations in any such third-party action arising as described herein. This defense obligation is limited to the Software Application in the form delivered to the you on the Delivery Date and does not cover claims (i) arising from modifications, whether or not expressly authorized by NATA, (ii) for use of the Software Application in combination with software or other items not provided by NATA, (iii) if the infringement or misappropriation could have been avoided by your use of the most current version of the Software Application or (iv) that arise from your use of the Software Application after this Agreement is terminated.

(b) If a third-party claim causes your quiet enjoyment and use of the Software Application to be endangered or disrupted, NATA shall, at NATA's sole option: replace the Software Application, without additional charges, with a functionally equivalent and non-infringing product; modify the Software Application to avoid the infringement; obtain a license for you to continue use of the Software Application and pay for any additional fee required for such license; or terminate this Agreement and the license granted to you pursuant to this Agreement and refund to you a pro-rata portion of the amount paid by you, if any, as a license fee for the infringing Software Application based on a five (5) year straight-line depreciation schedule from the Delivery Date.

(c) THIS SECTION STATES NATA'S AND WORLD FUEL'S ENTIRE OBLIGATION TO YOU WITH RESPECT TO ANY CLAIM OF INFRINGEMENT.

**9. TERM AND TERMINATION.** The term of this Agreement will commence on the Delivery Date and will continue until terminated by either party to this Agreement upon thirty (30) days prior written notice. This Agreement may be terminated by NATA or World Fuel immediately upon written notice if you default in the payment of any amounts due NATA or World Fuel under this Agreement or if you fail to comply with any of your other obligations under this Agreement. If NATA or World Fuel terminates this Agreement, you and all other End Users must immediately stop using the Software Application and destroy all copies of the Software Application and all of its component parts. Except as specified in Section 6 or Section 8, you shall not be entitled to any refund of the license fee or other money upon termination of this Agreement and the license, regardless of the reason for such termination. The parties'

respective rights and obligations under Sections 2 (Ownership), Section 3(b) (NATA Has Right to Use De-Aggregated Data), 4 (Restrictions and Limitations), 6 (Warranty Disclaimer), 7 (Exclusion of Damages and Limitation of Liability), 8 (Defense of Infringement Claims) and Section 10 (General Provisions) will survive the termination of this Agreement. Upon termination, you must stop all use of the Software Application and must either destroy all copies of the Software Application that are in your possession or return such copies to us. NATA will then return to you all Data that NATA then possesses "as is", with all faults, in a format that NATA determines in its sole discretion.

## 10. GENERAL PROVISIONS.

(a) *Waiver.* No delay or omission by either party to this Agreement to exercise any right or power arising upon the other party's nonperformance or breach will impair that right or power or be construed as a waiver of it. Any waiver must be in writing and signed by the waiving party. A waiver on one occasion will not be construed as a waiver of any subsequent event of nonperformance or breach.

(b) *Severability.* If any provision of this Agreement is declared to be unenforceable for any reason, the remainder of this Agreement will continue in full force and effect, and the unenforceable provision will be deemed modified to the extent necessary to comply with the applicable requirements of law, while retaining to the maximum extent permitted by law its intended effect, scope and economic effect.

(c) *Governing Law; Dispute Resolution.* The laws of the State of Virginia govern this Agreement, the interpretation and construction of this Agreement and all claims arising out of or pertaining to this Agreement whatsoever. The prevailing party in any lawsuit arising from or relating to this Agreement is entitled to recover its costs, including reasonable attorney fees. EACH OF THE PARTIES IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE COURTS OF FAIRFAX COUNTY, VIRGINIA AND THE U.S. DISTRICT COURT FOR THE EASTERN DISTRICT OF VIRGINIA. EACH OF THE PARTIES HERETO AGREES TO COMMENCE ANY ACTION, SUIT OR PROCEEDING RELATING HERETO IN THE STATE COURTS OF FAIRFAX COUNTY, VIRGINIA OR THE U.S. DISTRICT COURT FOR THE EASTERN DISTRICT OF VIRGINIA.

(d) *Taxes.* You agree to pay all taxes (including but not limited to sales, use, excise, and value-added taxes), tariffs, duties, customs fees or similar charges imposed or levied on the Software Application you license, with the exception of taxes on NATA's or World Fuel's net income.

(e) *Entire Agreement; No Third Party Beneficiaries.* This Agreement and the Privacy Policy and product and service descriptions for Software Application, all of which are accessible on the Web Site and incorporated by reference into this Agreement as they may be amended from time to time, set forth the entire agreement between you, NATA and World Fuel with respect to their subject matter. You agree that this Agreement is binding on only you, NATA and World Fuel and that this Agreement does not and will not be interpreted to benefit or create any rights of any third parties. You may not assign this Agreement without the prior written consent of NATA and World Fuel, and any such attempted assignment in violation of this Agreement shall be void.

(f) *Government as Licensee.* If licensee of the Software Application is a branch or agency of the United States Government, the following provision applies. The Software Application and Documentation are comprised of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212 (SEPT 1995) and are provided to the Government (i) for acquisition by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. 12.212 or (ii) for acquisition by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R. 227.7202-1 (JUN 1995) and 227.7202-3 (JUN 1995).

(g) *Export Control Compliance.* You acknowledge that the Software Application is subject to the export control laws and regulations of the United States and any amendments thereof. You agree that you will not directly or indirectly transfer or sublicense the Software Application except in compliance with this Agreement and all applicable U.S. export laws and regulations.

(h) *Injunctive Relief.* You agree that any breach of this Agreement by you or any End User making any unauthorized use of the Software Application, Documentation or related confidential materials will cause immediate and irreparable harm to NATA and World Fuel. In the event of any such breach, NATA and/or World Fuel shall be entitled to pursue immediate and interim injunctive relief from any court of competent jurisdiction to restrain such unauthorized use or conduct.

(i) *Force Majeure.* Neither party to this Agreement shall be responsible for delays or failures of performance resulting from acts beyond the reasonable control of such party. Such acts shall include, but are not be limited to, acts of God, strikes, public internet and private internet connection failures, lockouts, riots, acts of war, epidemics, government regulations superimposed after the fact, fire, communication line failures, power failures, earthquakes or other disasters.