

## TERMS OF USE

Effective Date: December 6, 2017

Throughout the Terms of Use (sometimes the “Terms”), the terms “we”, “us” and “our” refer to Integrated Avionics Services, Inc., including its parent entities and wholly owned subsidiaries (the “Service Provider”). By using our websites and/or our services, you agree to be bound by the terms and conditions as set forth herein below and as amended from time to time without notice. Our Privacy Policy, available at [www.ushine.rocks/corporate/privacy.pdf](http://www.ushine.rocks/corporate/privacy.pdf), and any other policies, rules or guidelines that may be applicable to particular offers or features on the sites and services are also incorporated into these Terms. These Terms govern the use of the “uSHINE” websites(s), and other software modules and apps provided by Integrated Avionics Services, Inc., as well as the services provided by us in connection with our software, app(s), and website(s) (collectively the “SaaS Services”)

### TERMS OF USE

**PLEASE READ CAREFULLY BEFORE USING OUR WEBSITE OR PURCHASING AND/OR USING THE SaaS SERVICES.** BY PURCHASING AND/OR ACCESSING AND USING THE SaaS SERVICES AND/OR OUR WEBSITE(S), AND TOOL(S), AND OTHER GOOD AND VALUABLE CONSIDERATION YOU AGREE TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS SET FORTH HEREIN. THESE TERMS OF USE FORM PART OF THE SaaS SUBSCRIPTION AGREEMENT, WHICH YOU ARE REQUIRED TO ACCEPT IN CONNECTION WITH YOUR INITIAL AND ALL SUBSEQUENT PURCHASING OF AND/OR USE OF THE SaaS SERVICES.

#### Purchase of Services

No purchase is required for these terms to be in full effect. Should purchase be required, you agree to purchase access to the SaaS Services as shown in each order form (the “Order”) that is completed and approved under the SaaS Subscription Agreement. The SaaS Services are provided on set term basis, selected by you in the Order, and will continue unless and until you provide appropriate notice of your intent to terminate your subscription as provided by these Terms of Use. You agree that you are responsible for the conduct of any and all Users you grant access to the SaaS Services, and agree that all Users will be bound by the terms and conditions as set forth in this Agreement, the SaaS Subscription Agreement, the Privacy Policy, and any applicable Orders prior to the User’s grant of access to the SaaS Services.

Unless otherwise indicated in the Order, you agree to be responsible for all on-site preparation, including setting up appropriate hardware, if needed, utility connections including but not limited to telecommunication connections, and procurement of necessary equipment or peripheral devices, and for installation of required hardware to run the SaaS Services.

You agree to provide current, complete, and accurate purchase and account information for all purchases and subsequent subscription charges made through Service Provider and/or its authorized agent. You agree you will promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that Service Provider can complete your Order(s) and subsequent subscription charges and contact you as needed.

Orders accepted by Service Provider may not be cancelled by you except with Service Provider's written authorization. Prices for the SaaS Services are subject to change without notice. Service Provider reserves the right at any time to modify or discontinue the SaaS Services (or any part or content thereof) without notice at any time. Service Provider shall not be liable to you or to any third-party for any modification, price change, suspension, or discontinuance of the SaaS Services.

### Payments

You agree to pay for the entire Selected Term (duration of services selected in the Order), at the execution of the SaaS Agreement. Upon the completion of your Selected Term, you must submit a new Order, and agree to the new SaaS Agreement, to begin your next Selected Term.

You agree to accept responsibility for paying and reporting (a) all federal, provincial, state and local taxes, however designated, levied or based on account of the purchase price of the SaaS Services and (b) all foreign taxes, export or import tariffs, and custom duties, however designated, levied or based in connection with the sale conducted hereby, the purchase price of the SaaS Services, as applicable. You agree to hold Service Provider harmless from all claims and liability arising in connection with your failure to report or pay such taxes.

In the event that you default in any of the terms and conditions of the SaaS Subscription Agreement, including these Terms of Use and any Order(s) completed and approved thereunder, or a petition for bankruptcy is filed by or against you, then, to the extent permitted by applicable law, Service Provider shall have the right to exercise one or more of the following remedies: (a) To declare the entire amount of the unpaid total purchase price of the subscription due and payable plus all service fees that would otherwise come due for the remainder of the Term of Service, together with interest thereon at the lesser of 10% per annum or the then highest allowable legal rate per annum; and/or (b) To terminate this Agreement as to any or all of the Order(s). The Parties acknowledge you shall remain liable for the total purchase price for all service fees that would otherwise come due for the remainder of the Term of Service. All remedies of Service Provider hereunder are cumulative and may, to the extent permitted by law, be exercised concurrently or consecutively and jointly or severally, and the exercise of any one remedy shall not be deemed to be an election of such remedy to preclude the exercise of any other remedy. No failure on the part of Service Provider to exercise, and no delay in exercising any right or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by Service Provider of any right or remedy hereunder preclude any other or further exercise of any partially exercised right or remedy.

## Prohibitions

We reserve the right to refuse service to anyone for any reason at any time. You understand that your content (with the exception of credit card information, if applicable), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is encrypted by Service Provider's payment processor using usual and customary industry practices during transfer over networks. You agree not to access, reproduce, screen capture, duplicate, copy, sell, resell, or exploit any portion of the SaaS Services or our websites through which the SaaS Services are provided, except as provided in your Order(s) and these Terms and Conditions or with express written permission from us. The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

## SaaS Services – Grant of Rights

The SaaS Services obtained pursuant to an Order grants you, for the Term of Service indicated in the Order, a limited, non-exclusive, terminable, non-transferable license to access and use the services, and tools provided through the SaaS Services subject to these Terms of Use. All SaaS Services, including any updates, enhancements, new features, and/or the addition of any new web properties, are subject to these Terms of Use. All rights not expressly granted to you pursuant to the SaaS Subscription Agreement are reserved to Service Provider, and all uses of the SaaS Services not expressly permitted hereunder are prohibited. Any third-party provided services may include their own terms of use you must abide by.

## Notice Specific to Software Available with the SaaS Services

Service Provider and its third-party licensors and developers hold exclusive ownership of the SaaS Services and Software and all intellectual property rights embodied therein, including but not limited to copyrights and valuable trade secrets incorporated in the Software's design and coding methodology including any algorithms, resources, content, documentation, user manuals, specifications, or derivative works thereof. The SaaS Services and Software is protected by United States and international copyright laws and international treaty provisions.

## Permitted and Prohibited Use

*Limited Use.* You may access the SaaS System and use the SaaS Services for your sole use through the Service Provider's website. Service Provider reserves the right, in its sole discretion, to limit your use of the SaaS Services in the event that Service Provider determines that your use thereof to be inconsistent with such purposes, and/or otherwise inconsistent with these Terms of Use.

*Prohibited Uses.* You agree as a condition of use of the SaaS Services, not to use the SaaS Services for any purpose that is unlawful, harmful to others, or prohibited by these terms, conditions, and notices. You may not use the SaaS Services in any manner that could damage, disable, overburden, or impair any Service Provider or subscriber server, or

the network(s) connected to any Service Provider or subscriber server, or interfere with any other party's use and enjoyment of any of the SaaS Services. You may not attempt to gain unauthorized access to any part of the SaaS Services, other accounts, computer systems, or networks connected to any Service Provider or subscriber server, or to any part of the SaaS Services, through hacking, password mining, phishing, or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the SaaS Services. Except as expressly set forth herein, you may not (i) copy, reproduce, download, print, capture, alter, modify, transmit, perform, create derivative works of, publish, sub-license, distribute, sell, or circulate the SaaS Services, or any associated applications, tools or data thereof; (ii) disassemble, decompile, or reverse engineer the software used to provide the SaaS Services, or use a robot, spider, or any similar device to copy or catalog any materials or information made available through the SaaS Services; or (iii) take any actions, whether intentional or unintentional, that may circumvent, disable, damage or impair the SaaS Services' control or security systems, or allow or assist a third-party to do so.

*Suspension of Service.* Service Provider may at any time suspend the access of Users to the SaaS Services in the event of violation of these terms and conditions, as solely determined by Service Provider. Grounds for doing so are not limited but may include, for example, legal or regulatory reasons, investigation of suspicious activities, or action by authorities, or if Service Provider or you have reason to suspect any such User is engaged in activities that may be deemed as bullying, cause harm to others, violate these Terms of Use, applicable laws, or subscriber policies, or are otherwise deemed harmful to Service Provider, your organization, your and our respective network or facilities, or other Users. Service Provider shall not be liable to you or any User for suspension of SaaS Services, regardless of the grounds.

*Audit.* You agree that Service Provider (or its third-party agent(s), if applicable) and its independent accountants reserves the right to examine your subscription records and accounts to verify compliance with these terms. In the event such audit discloses non-compliance with these terms, notwithstanding any other remedies available to Service Provider by law or otherwise, you shall promptly pay the appropriate license fees as advised by Service Provider should licensing fees be applicable, plus the reasonable cost of conducting the audit. Additionally, Service Provider may immediately terminate access to the SaaS Services if the audit reveals non-compliance with this Section.

#### Use of Passwords; Internet

You are responsible for providing and administering your username and password (the "Log-In Information"). Each User must have a valid username and password for the purpose of accessing the SaaS Services. You must keep all Log-In Information strictly confidential. Log-In Information may be used only by the assigned User and may not be transferred without Service Provider's consent and control. Log-In Information may not be shared without Service Provider's control and prior written consent. Service Provider reserves the right to refuse to grant you a username that impersonates someone else, is or may be illegal, is or may be protected by trademark or other proprietary rights law, is vulgar or otherwise offensive or may cause confusion, as determined by us in our sole discretion.

You are responsible for maintaining the confidentiality of your username and password. You are responsible for any and all activities that occur under all your account. You agree to notify Service Provider immediately of any unauthorized use or suspected unauthorized use of your account or any other breach of security. Service Provider will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge.

Service Provider does not guarantee the security of any information transmitted to or from you or any User over the Internet, including through the use of e-mail. Access to the Internet, if employed, is your sole responsibility and the responsibility of Internet provider(s) you select. Service Provider does not accept any responsibility for failure of service due to Internet facilities, including related telecommunications or equipment.

### Subscriber and User Submissions Ownership

As between you Service Provider, the SaaS Services, any material or information provided pursuant to the SaaS Services, and any associated applications, tools or data, and all additions, modifications and improvements made or specified by Service Provider, its agents or contractors, are the property of Service Provider, and are protected by United States and international copyright, trademark, and patent laws, as applicable. By using the SaaS Services, you gain no ownership interest in such items.

Service Provider does not claim ownership of the Usage Information you provide for the use and operation of the SaaS Services. You grant Service Provider and its vendors a non-exclusive, perpetual, transferable, sub-licensable, worldwide, royalty-free license to your information uploaded to the SaaS Services for internal, administrative, and anonymized analysis efforts. In addition, Service Provider may retain, analyze, use and share such information in anonymous, filtered, or aggregate form for general business purposes.

You acknowledge and agree that Service Provider owns all the data and information concerning your account, and will continue to own all of the data and information concerning your account, except as provided herein relating to your Usage Information and your IP Content, even if your account is deactivated for any reason.

### Accuracy of Information

We are not responsible if third-party information made available on the SaaS Services or our websites are not accurate, complete, or current. Any reliance on the third-party information made available on the SaaS Services and our websites is at your own risk. The SaaS Services and our websites may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of the SaaS Services and our websites at any time, but we have no obligation to update any information. You agree that it is your responsibility to monitor changes to our websites and the SaaS Services.

### Links to Third-Party Sites

The SaaS Services may provide links that allow you to leave Service Provider's site and/or access third-party websites. Moreover, the SaaS Services may incorporate one or more third-party provider's SaaS content. The incorporated and linked content and sites in many cases are not under the control of Service Provider and Service Provider is not responsible for the contents of same, or any link contained in a linked site, or any changes or updates to such sites. Service Provider is not responsible for any transmissions received from any linked site. Service Provider provides these links only as a convenience, and the inclusion of any link does not imply endorsement by Service Provider of the site. Additionally, Users may need to comply with the terms of use and other policies of third-party providers to utilize said third-party provider's content and/or sites.

#### Communications from Service Provider

Service Provider may periodically contact you for customer service purposes. By accessing the SaaS Services, you and each Use consent to receive such communications. You agree that Service Provider may reference its business relationship with you in its marketing or sales materials.

#### Changes to Terms of Use

SERVICE PROVIDER RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO UPDATE, CHANGE, OR REPLACE THE SaaS SUBSCRIPTION AGREEMENT, THE TERMS OF USE, AND/OR THE PRIVACY POLICY IN WHOLE OR IN PART, BY POSTING UPDATES AND CHANGES TO OUR WEBSITE WITHOUT NOTICE TO YOU. IT IS YOUR RESPONSIBILITY TO CHECK OUR WEBSITE OR THE SaaS SERVICES FOLLOWING THE POSTING OF ANY CHANGES TO THESE AGREEMENTS CONSTITUTES ACCEPTANCE OF THOSE CHANGES.

#### Termination of the SaaS Subscription Agreement

In the event that you breach any term of the SaaS Subscription Agreement, including non-payment should payment be required, or you breach these Terms of Use, and such breach is not cured within five (5) business days, after receipt of notice thereof from Service Provider, Service Provider may terminate the SaaS Subscription Agreement in whole or in part immediately upon written notice to you via email. Notice is deemed given when Service Provider sends emails to the email designated on the Customer's account. Notwithstanding the foregoing, there shall be no cure period for any Event of Default that is not curable, including but not limited to reproducing the SaaS Services or undertaking any other prohibited uses. In the event Service Provider terminates the SaaS Subscription Agreement in whole or in part due to an uncured breach, you shall receive no refund, in full or in part, and Service Provider shall not be liable to you or any User for suspension of SaaS Services or a refund of fees connected with same should fees have been required.

Either party may cancel the Agreement upon thirty (30) day written notice to the other party. Electronic and fax documents are considered to be in writing for this purpose. In the event Service Provider terminates the Agreement prior to the agreed term in an Order, except for termination due to breach of the Agreement as provided hereinabove, Service

Provider shall refund, either in whole or in part, at its sole discretion, the fees and charges for any undelivered SaaS Services and/or related services.

In the event you terminate the Agreement prior to the agreed term in the Order, you are obligated to pay the Service Provider the entirety of the agreed upon fees for the remainder of the term. If there are one or more outstanding invoices for services rendered by Service Provider at the time of termination by either party, you agree to pay the invoice(s) in accordance with this Agreement.

Upon termination of the Agreement, you will promptly cease all use of the SaaS Services and all rights granted herein shall revert to Service Provider. Termination of the Agreement will not be an exclusive remedy and all other remedies will be available to either party whether or not the Agreement is terminated.

#### No Warranties; Limitation of Liability

You and Service Provider agree the allocations of risk in this Section are reasonable. Furthermore, you and Service Provider agree they would not enter into this Agreement without these limitations on liability.

THE SaaS SERVICES AND ANY TOOLS, APPLICATIONS, INFORMATION OR MATERIALS PROVIDED TO YOU IN CONNECTION WITH THE SaaS SERVICES ARE PROVIDED "AS IS," AND ALL WARRANTIES OF ANY KIND, PAST OR PRESENT, WHETHER STATUTORY, COMMON-LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, RESULTS OR OUTPUT, SECURITY AND, EXCEPT AS MAY BE OTHERWISE STATED IN THIS AGREEMENT, NON-INFRINGEMENT, ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. SERVICE PROVIDER, INCLUDING BUT NOT LIMITED TO ITS PARENT AND SUBSIDIARY COMPANIES, DOES NOT GUARANTEE OR MAKE ANY REPRESENTATIONS REGARDING THE USE, RESULTS, OR ACCURACY OF THE SaaS SERVICES.

NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SERVICE PROVIDER OR ITS EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF OBLIGATIONS HEREUNDER. IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE FOR ANY LOST OR CORRUPTED DATA, DOWNTIME, LOST PROFITS, LOSS OF PRIVACY, LOSS OF CONFIDENTIALITY, BUSINESS INTERRUPTION, REPLACEMENT SERVICE OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR INDIRECT DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY, INCLUDING NEGLIGENCE, EVEN IF SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR ANY WAY RELATED TO THE USE OR INABILITY TO USE THE SaaS SERVICES OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT, THE SaaS SUBSCRIPTION AGREEMENT, THE PRIVACY POLICY, AN ORDER, OR AN ADDENDUM TO THE TERMS.

NOTWITHSTANDING THE REMAINING PROVISIONS OF THIS AGREEMENT TO THE CONTRARY, THE MAXIMUM AGGREGATE LIMIT OF LIABILITY TO SERVICE PROVIDER, INCLUDING BUT NOT LIMITED TO ITS EMPLOYEES, SUBSIDIARIES, SUBCONTRACTORS, AGENTS, AFFILIATES, OFFICERS, ASSIGNS, SUCCESSORS, AND SHAREHOLDERS, UNDER ANY THEORY OF LAW, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, STRICT LIABILITY, INFRINGEMENT, AND TORTS, SHALL BE A PAYMENT OF MONIES NOT TO EXCEED THE LESSER OF THE FEES PAID UNDER THIS AGREEMENT OR THE ORDER IN EFFECT AT THE TIME AND FROM WHICH THE CLAIM AROSE.

Service Provider and its affiliates shall not be liable for loss, injury, or damage of any kind to any person or entity resulting from any use, condition, performance, defect, or failure in the SaaS Services. You release and waive all claims against Service Provider, including but not limited to its parent, subsidiaries, affiliated companies, agents or content providers, and the directors, trustees, officers, shareholders, employees, agents and representatives of each of the foregoing (the "Service Provider Group"), from any and all claims, damages, liabilities, costs and expenses arising out of your use of the SaaS Services. California residents waive any rights they may have under §1542 of the California Civil Code, which reads: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." You agree to release unknown claims and waive all available rights under California Civil Code §1542 or under any other statute or common law principle of similar effect. To the extent permitted by applicable law, this release covers all such claims regardless of the negligence of the Service Provider Group.

### Subscriber Representations

You represent and warrant that (i) you have full power and authority to enter into the SaaS Subscription Agreement, and to agree to all the terms and conditions contained therein and in these Terms of Use; (ii) only you shall be permitted to access the SaaS Services and any related tools, applications, information and materials provided in connection with the SaaS Services; (iii) you shall require anyone accessing your account to agree to the SaaS Subscription Agreement, including these Terms of Use, any terms as provided in an applicable Order, and the Privacy Policy before granting access to the SaaS Services (iv) you shall obtain and maintain in effect all permits, licenses and authorizations necessary for the intended use of the SaaS Services; (v) should payment be required, you shall maintain a payment account and authorize Service Provider to charge said payment account for reoccurring billing; and (vi) should payment be required, you have the full power and authority to authorize Service Provider to charge, on an ongoing basis, the payment account described herein above.

Your use of the SaaS Services and/or our websites is unauthorized in any jurisdiction that does not give full effect to all provisions of the Terms. We make no representation or warranty that product descriptions, third-party materials and/or information are appropriate or available for use in any particular jurisdiction. Use of the SaaS Services and/or our websites in any jurisdiction where all or any portion of the services and/or websites might violate any legal requirements is prohibited and you agree not to access the

SaaS Services and our websites in any such jurisdiction. You are responsible for complying with all applicable laws. Any use in contravention of any provision of the Terms is at your own risk.

You agree to waive, to the fullest extent allowed by applicable law, any claims for punitive or exemplary damages and any right to pursue claims on a class or consolidated basis or in a representative capacity, which relate in any way to one or more of the SaaS Services, our websites, and/or this Agreement.

You agree that you will not permit use of or export, directly or indirectly, re-export, divert or transfer the SaaS Services or related Software in violation of any applicable national and international export control law or regulation, including without limitation, the U.S. Export Administration Regulations ("Export Controls"), as well as end-user, end-use, and destination restrictions by the U.S. and other governments. If you are a U.S. Government end user, Service Provider licenses access to the SaaS Services and related Software to you as a "Commercial Item" as that term is defined in the U.S. Code of Federal Regulations (see 48 C.F.R. § 2.101), and the rights granted to you to the SaaS Services and related Software are the same as the rights we grant to all others under the SaaS Subscription Agreement and these Terms of Use.

#### Indemnification

Additionally, you agree to indemnify, defend, and hold harmless Service Provider and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Use or the documents it incorporates by reference, or your violation of any law or the rights of a third-party.

#### Reporting Infringement

By accessing and/or using the SaaS Services, Users agree to report to Service Provider all claims or suspected claims of copyright, trademark, and/or patent or other infringement of Service Provider's intellectual property or other proprietary rights. Claims of infringement should be directed to:

gary@integratedavionics.net

If you believe that any information on the SaaS Services or our Site infringes on your copyright, trademark and/or patent you should notify Service Provider of your claim in accordance with the following procedures. Service Provider will process notices of alleged infringement in accordance with the Digital Millennium Copyright Act ("DMCA") and other applicable intellectual property laws. The DMCA requires that notification of claimed infringement be in writing and provided to Service Provider's designated agent of service:

gary@integratedavionics.net

To be effective, the notice of infringement must contain the following information: (1) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (2) Identification of the work, mark, or patent claimed to have been infringed, or, if multiple works, marks, or patents at a single online site are covered by a single notification, a list of such items at that site; (3) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material; (4) Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted; (5) A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the intellectual property owner, its agent, or the law; and (6) A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

#### Dispute Resolution for Customer and User

PLEASE REVIEW CAREFULLY AS THIS SECTION AFFECTS RIGHTS THAT YOU MIGHT OTHERWISE HAVE. IT PROVIDES FOR RESOLUTION OF MOST DISPUTES THROUGH ARBITRATION INSTEAD OF COURT PROCEEDINGS.

Arbitration is final, binding, and subject to limited review by a court. You agree that this arbitration section shall survive termination of this Agreement. This section shall be broadly interpreted to encompass all disputes or claims arising out of or relating to your use of one or more of the SaaS Services and/or our websites. Any dispute or claim made by you against Service Provider arising out of or related to your use of the SaaS Services and/or our websites, whether based on contract, statute, tort, fraud, misrepresentation or any other legal theory, must be resolved by binding arbitration.

You must first present any claim or dispute to Service Provider by contacting our technical support department to allow us the opportunity to resolve any dispute. You may request arbitration if your dispute cannot be resolved within ninety (90) days. The arbitration of any dispute or claim shall be conducted with the rules of a Nationwide Arbitration Organization as modified by this agreement. You and Service Provider agree that this agreement evidences a transaction in interstate commerce and this arbitration provision will be interpreted and enforced in accordance with the U.S. Federal Arbitration Act and federal arbitration law. Any such arbitration shall be brought and held in Maryland, and will be conducted in the English language. An arbitrator may not (i) award relief in excess of or contrary to what this Agreement and corresponding Order(s) provides; (ii) order consolidation or arbitration on a class wide or representative basis; or (iii) award punitive damages.

Any arbitration shall be confidential, and neither you nor Service Provider may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcement or appeal of the arbitration award. The decisions of the arbitrators shall be binding and conclusive upon all parties involved, and any judgment or

decision on any arbitration may be entered in and specifically enforced in any court having proper jurisdiction.

If any portion of this section is determined by a court to be inapplicable or invalid, then the remainder shall be given full force and effect.

All administrative fees and expenses of arbitration will be divided equally between you and Service Provider. Each party will bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence at any arbitration hearing.

### Breach Remedies

If any provision herein is determined to be unlawful, void, or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Use, such determination shall not affect the validity and enforceability of any other remaining provisions.

Service Provider's websites and/or SaaS Services may be accessed from countries other than the United States. The websites and SaaS Services may contain products or references to products that are only available within the United States. Any such references do not imply that such products will be made available outside the United States. If you access and use the SaaS Services and/or our websites outside the United States, you are responsible for complying with your local laws and regulations.

You can review the most current version of the SaaS Subscription Agreement and the Terms of Use at any time at [www.ushine.rocks/corporate/terms.pdf](http://www.ushine.rocks/corporate/terms.pdf).

No waiver of any breach hereof shall be deemed a waiver of any other breach hereof.

Section headings are provided for convenience only, and shall not be used to construe the meaning of any section hereof.

### Miscellaneous

Failure to perform by reason of any law, natural disaster, labor controversy, encumbered intellectual property right, war or any similar event beyond a party's reasonable control shall not be a breach hereof.

Service Provider shall not be liable for any loss or damage of any kind or for any consequences thereof resulting from delay or inability to deliver caused by strikes, lockouts, fire, theft, shortage, inability to obtain materials or shipping space, breakdowns, delays or carriers, manufacturers, or suppliers, acts of God, governmental statutes, proclamations or regulations, riot, civil commotion, war, malicious mischief, receipt of necessary information from you, or by any cause beyond your reasonable control.

You acknowledge and agree that the SaaS Services and the tools, applications, information and materials provided in connection with the SaaS Services possess a special, unique and extraordinary character that makes difficult the assessment of the monetary damages that would be sustained as a result of unauthorized use, and that unauthorized use may cause immediate and irreparable damage to Service Provider or other subscribers for which Service Provider or such other subscribers would not have an adequate remedy at law. Therefore, you agree that, in the event of such unauthorized use, in addition to such other legal and equitable rights and remedies as may be available to Service Provider, Service Provider shall be entitled to injunctive and other equitable relief without the necessity of proving damages or furnishing a bond or other security.

#### OUR CLAUSE TO PURSUE LEGAL ACTION RATHER THAN ARBITRATION

You agree that Service Provider may assign all or part of this agreement or related agreements without such assignment being considered a change to the agreement and without providing notice to you. You agree that Service Provider will be released from all liability upon assignment. The assignee shall have the same rights and obligations as the assignor.

You agree that information related to your use of the SaaS Services and our websites may be subject to legal process. Information and data that you submit to us through the SaaS Services and our websites may be subject to legal process (e.g., a subpoena) by the Service Provider or a third-party or government entity, even if that information has been deleted and only exists in backup form. You acknowledge and understand that the Service Provider will comply with all applicable legal obligations in making such information available pursuant to valid legal process. You acknowledge and agree that Service Provider may have no obligation to give you notice of any legal process that may result in any information related to your use of the SaaS Services and/or our websites being produced, discovered or otherwise disclosed.

Service Provider's performance of these Terms and all other policies is subject to existing and future laws and legal process. Nothing in these Terms is in derogation of Service Provider's right to comply with law enforcement requests or requirements relating to your use of the SaaS Services or our websites or information given to or gathered by us with respect to such use.

You agree that this agreement and your use of the SaaS Services and our websites will be governed by the laws of the State of Maryland. You hereby consent to the exclusive jurisdiction and venue of the courts, tribunals, agencies and other dispute resolution organizations in Maryland, in all disputes (i) arising out of, relating to or concerning this Agreement, one or more of the SaaS Services and/or our websites and your use thereof; (ii) in which one or more of the SaaS Services, our websites, and/or this Agreement is an issue or a material fact; or (iii) in which one or more of the SaaS Services, our websites, and/or this Agreement is referenced in a paper filed in a court, tribunal, agency or other dispute resolution organization.

The parties agree no joint venture, partnership, employment or agency relationship exists between you and Service Provider as a result of these Terms or your purchase and use of one or more of the SaaS Services and/or use of one or more of our websites.

Contact Information

If you have any questions, comments or complaints regarding these Terms or to effectuate notice as required by these Terms, please contact us at:

Mail:

Integrated Avionics Services

4291 Wolf Hill Drive

Hampstead, MD 21074

Email:

[gary@integratedavionics.net](mailto:gary@integratedavionics.net)

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