

Cirrus Aircraft Application End User License Agreement

This End User License Agreement is a binding agreement between you ("**you**," or "**your**") and Cirrus Design Corporation ("**Company**"). This Agreement governs your use of the Cirrus Aircraft Application the "**Application**". This End User License Agreement hereby incorporates by reference all related documentation, updates, supplements, additional terms, and all Company rules and policies regarding use of the Application, including the Privacy Policy available at <https://cirrusaircraft.com/privacy/> (collectively, the "Agreement"). The Application is licensed, not sold, to you.

BY CLICKING THE "ACCEPT" BOX, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT THAT YOU ARE 18 YEARS OF AGE OR OLDER OR ARE OF LEGAL AGE IN THE JURISDICTION IN WHICH YOU RESIDE TO ENTER INTO A BINDING AGREEMENT; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT DOWNLOAD, INSTALL OR USE THE APPLICATION. IF YOU HAVE ALREADY DOWNLOADED OR INSTALLED THE APPLICATION BUT DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, IMMEDIATELY STOP USING THE APPLICATION AND DELETE IT FROM YOUR MOBILE DEVICE(S).

1. License Grant. Subject to the terms of this Agreement, Company grants you a limited, non-exclusive, worldwide, revocable, non-sublicensable and nontransferable license to download, install, and use the Application for your personal, non-commercial use on mobile device(s) owned or otherwise controlled by you ("**Mobile Device**") strictly in accordance with this Agreement.

2. License Restrictions. Licensee shall not:

- (a) copy the Application, except as expressly permitted by this license;
- (b) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Application;
- (c) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Application or any part thereof;
- (d) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Application, including any copy thereof;
- (e) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Application, or any features or functionality of the Application, to any third party for any reason, including by making the Application available on a network where it is capable of being accessed by more than one device at any time; or
- (f) remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Application.

3. Reservation of Rights. You acknowledge and agree that the Application is provided under license, and not sold, to you. You do not acquire any ownership interest in the Application under this Agreement, or any other rights thereto other than to use the Application in accordance with the license granted, and subject to all terms, conditions, and restrictions under this Agreement. Company

shall retain its entire right, title, and interest in and to the Application, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to you in this Agreement.

Certain products, services, or designations for entities other than Company may be mentioned or displayed on the Application for identification purposes only. Third-party trademarks, trade names, logos, products, or services names contained on the Application are trademarks, registered and unregistered, of their respective owners.

4. Collection and Use of Your Information. You acknowledge that when you download, install, or use the Application, Company may use automatic means (including, for example, cookies and web beacons) to collect information about your Mobile Device(s) and about your use of the Application. . All information collected through or in connection with this Application is subject to the Privacy Policy located at <https://cirrusaircraft.com/privacy/>. By downloading, installing, using, and providing information to or through this Application, you consent to all actions taken by Company with respect to your information in compliance with the Privacy Policy.

Company is not responsible for the acts of third parties who may access the Application and information through your Mobile Device(s). You should use all security features of your Mobile Device(s), including any password, locking, or encryption features, to protect against unauthorized access to and use of the Application and your information.

5. Account Creation. You may be asked to create an account or provide certain registration details or other information when downloading or installing the Application. All the information you provide to create an account or register for the Application must be correct, current and complete. You acknowledge that any account you create is personal to you, and you agree not to disclose your account information, including any login credentials or password, to any other person or entity. You agree to notify Company immediately of any unauthorized access to or use of your account credentials or any other breach of security.

6. Managed Users. If you are the primary account holder, you have the ability to grant additional users access to information related to your account and/or use of the Application, including information related to your Cirrus aircraft made available via the Application (“**Managed Users**”).

(a) *Consent to Disclose Account Information.* Managed Users will have access to any information contained in your account, including information about your Cirrus aircraft and any other personal information which may be available through the Application. By registering Managed Users, you consent to Company granting your Managed Users access to your account, including any personal, aircraft, or other information available through your account.

(b) *Representations and Warranties.* When you invite a person to be a Managed User, you will be required to provide the person’s name, email address, and the aircraft N-number. You represent and warrant that you have permission from any Managed User to add such person to your account and to provide any information to Company, including the Managed User’s personal information, required to register the Managed User. Furthermore, you represent and warrant that the Managed User has consented to receive communications from Company regarding your account and the Application.

(c) *Responsibility for Managed Users.* You are responsible for all use of the Application by and through any Managed Users. If you authorize Managed Users under 18 years of age, such Managed Users may only use the Application under your supervision when you are bound by this Agreement.

(d) *Managed User Obligations.* If you are a Managed User, you agree to be bound by the terms of this Agreement. By registering a Managed User account, you consent to the disclosure of your information, including any personal information necessary to establish your account, with Company, the primary account holder to which your account is connected, and any other Managed Users associated with the account or aircraft. You represent and warrant that you will only use the personal information of the primary account holder to which your account is linked as permitted by this Agreement. If you do not wish to be a Managed User, do not download or use the Application. If you have downloaded the Application and no longer wish to be a Managed User, immediately discontinue use of and delete the Application from your Mobile Device(s).

7. Safety Obligations. You agree you will:

(a) only use the Application when it is safe to do so and in accordance with aviation best practices and this Agreement; and

(b) only use the Application in compliance with all applicable laws and regulations, including those related to aviation and/or the operation of an aircraft;

You acknowledge and agree that you are responsible at all times for the safe and legal operation of your Cirrus aircraft, and that Company is in no way liable for your operation of your Cirrus aircraft or your use of the Application.

8. Cooperation with Authorities. Company has the right to fully cooperate with law enforcement authorities, government or regulatory entities, safety and investigative authorities, or as otherwise may be required by court orders, legal proceedings, or applicable law. You acknowledge that Company may disclose information collected, accessed, obtained, stored, shared, or used by, through or in connection with or support of the Application, including information related to your use of the Application and/or your information contained in the Application.

9. Sale of Aircraft. Upon the sale, transfer, trade-in, assignment, or other change in ownership of your Cirrus aircraft ("**Sold Aircraft**") connected to the Application, you agree to immediately delete the Application from your Mobile Device(s) and cease to access any information associated with your Sold Aircraft in the Application. You further agree to cause any Managed Users associated with your account to delete the Application from their respective Mobile Device(s) and cease to access any information associated with your Sold Aircraft in the Application.

Notwithstanding the foregoing, if you retain ownership, or are the Managed User of, Cirrus aircraft other than the Sold Aircraft, you may continue to use the Application after the disposition of the Sold Aircraft provided that (a) the Sold Aircraft is delinked, deleted, or otherwise removed from your account and Application; and (b) you do not add, relink, or otherwise continue to access information related to the Sold Aircraft once title of the Sold Aircraft has transferred.

10. Updates. Company may from time to time in its sole discretion develop and provide Application updates and other software updates to the connectivity hardware, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, "**Updates**"). Updates may also modify or delete in their entirety certain features and functionality. You agree that Company has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Based on your Mobile Device settings, when your Mobile Device is connected to the internet either:

- (a) the Application will automatically download and install all available Updates; or
- (b) you may receive notice of or be prompted to download and install available Updates.

You shall promptly download and install all Updates and acknowledge and agree that the Application or portions thereof may not properly operate should you fail to do so. For software updates to the connectivity hardware, such Updates will be automatically downloaded and installed. You further agree that all Updates will be deemed part of the Application and be subject to all terms and conditions of this Agreement.

11. Withdrawal of Application; Suspension of Use. You acknowledge and agree that Company may, in its sole discretion, withdraw or otherwise cease to provide or support the Application at any time without liability. Company may, in its sole discretion and for no reason, prevent you from using the Application, including if you violate any provisions of this Agreement.

12. Reliance on Information. The information presented on or through the Application made available solely for general information purposes. Company does not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk.

You acknowledge and agree that the Application is a support resource designed to enhance the Cirrus Life and your use of your Cirrus aircraft. The Application does not replace or substitute manual inspection of your aircraft and systems prior to use of your aircraft. It is your responsibility to comply with all pre-flight and post-flight operating procedures and applicable laws, including confirming the accuracy of any information that may be provided to you via the Application. You acknowledge and agree that Company is not liable for: (a) the accuracy, completeness, usefulness, or availability of information in the Application; (b) your, and your Managed Users', ability to access the Application or the information contained therein; (c) your reliance, or that of your Managed Users or any person informed of the Application's information, on the information in the Application; (d) any failure of you, your Managed Users, or the pilot of your aircraft to manually check all aircraft systems prior to operation of the aircraft; or (e) any decision made or action taken in reliance upon the information provided through the Application.

13. Third-Party Materials. The Application may display, include, or make available third-party content (including data, information, applications, and other products, services, and/or materials), be supported by third-party applications or services, or provide links to third-party websites or services ("**Third-Party Materials**"). You acknowledge and agree that Company is not responsible for Third-Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. Company does not assume and will not have any liability or responsibility to you or any other person or entity for any Third-Party Materials. Third-Party Materials

and links thereto are provided solely as a convenience to you, and you access and use them entirely at your own risk. You agree to be bound by and comply with such third parties' terms and conditions.

14. Changes to Agreement. Company reserves the right, at Company's discretion, to change, update, modify, add, or remove portions of this Agreement at any time to conform the terms to Company business practices. All changes are effective immediately when Company posts them and apply to all access to and use of the Application thereafter. Your continued use of the Application thereafter constitutes your acceptance of such changes.

15. Data Transfers. The Application is governed by and operated in accordance with United States law. By using the Application, your information will be processed in the United States where Company is headquartered. You: (a) acknowledge and agree that your information will be processed in the United States; (b) acknowledge that the data protection laws of other countries, including the United States, may provide a less comprehensive or protective standard of protection than those in your country; and (c) consent to all actions taken by Company with respect to your information in compliance with the Privacy Policy (located at <https://cirrusaircraft.com/privacy/>) and applicable privacy laws, including the transfer of your information to the United States.

16. Communications. If you choose to communicate with us, you expressly consent to Company representatives contacting you in the manner you request. You can choose whether or not to receive push notifications in the settings of your Mobile Device(s). You may opt-out of receiving marketing emails from Company by unsubscribing in the email. You may continue to receive communications within the Application.

17. Term and Termination.

(a) The term of Agreement commences when you acknowledge your acceptance by clicking the "Accept" box and will continue in effect until terminated by you or Company as set forth in this Section 17.

(b) You may terminate this Agreement by deleting the Application and all copies thereof from your Mobile Device(s).

(c) Company may terminate this Agreement at any time without notice. In addition, this Agreement will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.

(d) Upon termination:

(i) all rights granted to you under this Agreement will also terminate; and

(ii) you must cease all use of the Application and delete all copies of the Application from your Mobile Device(s) and account.

(e) Termination will not limit any of Company's rights or remedies at law or in equity.

18. Third-Party Outlets. When you access and use the Application, you agree that:

(a) the Application is made available to you via third parties, including Apple, Inc.'s "App Store" or Google, Inc.'s "Google Play" store (collectively, the "**Third-Party Outlets**");

(b) this Agreement is between you and Company only. Third-Party Outlets have no obligations to you or responsibility for the Application, including without limitation, any obligation to furnish any maintenance and support services for the Application. Company is responsible for addressing any claims of any user or any third party relating to the Application, including, but not limited to: (i) product liability claims; (ii) any claim the Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection, privacy, or similar legislation;

(c) neither Company or the Third-Party Outlets will be liable for any third-party claim that the information you share via the Application or your use of the Application infringes, misappropriates, or otherwise violates such third party's intellectual property rights; and

(d) the Third-Party Outlets and their subsidiaries are third-party beneficiaries of this Agreement and that each Third-Party Outlet will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third-party beneficiary thereof.

19. Disclaimer of Warranties. THE APPLICATION IS PROVIDED TO YOU "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, COMPANY, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS, ASSIGNS, LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE APPLICATION, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, COMPANY PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE APPLICATION WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS, OR BE ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

20. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS, ASSIGNS, LICENSORS OR SERVICE PROVIDERS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE APPLICATION OR THE CONTENT AND SERVICES FOR:

(a) PERSONAL INJURY OR DEATH, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER OR MOBILE DEVICE FAILURE OR MALFUNCTION, OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES.

(b) DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED \$100.

THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

21. Indemnification. You agree to indemnify, defend, and hold harmless Company and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, arising from or relating to your use or misuse of the Application or your breach of this Agreement, including but not limited to the content you submit or make available through this Application and any third-party claims that your content infringes, misappropriates, or otherwise violates any third-party intellectual property rights.

22. Export Regulation. The Application may be subject to US export control laws, including the Export Control Reform Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the Application to, or make the Application accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. You shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Application available outside the US. You represent and warrant that (a) you are not located in a country subject to US Government embargo or that has been designated by the US Government as a "terrorist supporting" country; and (b) you are not listed on any US Government list of prohibited or restricted parties.

23. US Government Rights. The Application is commercial computer software, as such term is defined in 48 C.F.R. §2.101. Accordingly, if you are an agency of the US Government or any contractor therefor, you receive only those rights with respect to the Application as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other US Government licensees and their contractors.

24. Severability. If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement will continue in full force and effect.

25. Governing Law. This Agreement is governed by and construed in accordance with the internal laws of the State of Minnesota without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or related to this Agreement or the Application shall be instituted exclusively in the federal courts of the United States or the courts of the State of Minnesota in each case located in Duluth and St. Louis county. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

26. Entire Agreement. This Agreement and the Privacy Policy constitute the entire agreement between you and Company with respect to the Application and supersede all prior or

contemporaneous understandings and agreements, whether written or oral, with respect to the Application.

27. Waiver. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder. In the event of a conflict between this Agreement and any applicable purchase or other terms, the terms of this Agreement shall govern.

28. Contact. For questions, complaints, claims, or more information, please contact Company at:

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Email: privacy@cirrusaircraft.com