



Contract Agreement
For

SUBSCRIPTION OF SPACE-BASED ADS-B DATA FOR PHILIPPINE ATMC

THIS AGREEMENT entered this **DEC 18 2024** between
CIVIL AVIATION AUTHORITY OF THE PHILIPPINES with office address at Old MIA Road
corner Ninoy Aquino Avenue, Pasay City 1300 created under Republic Act 9497 hereinafter
called "CAAP" and represented herein by **CAPTAIN MANUEL ANTONIO L. TAMAYO** in his
capacity as Director General of the one part:

AIREON LLC., a limited liability company organized in the State of Delaware and with
office address at 8484 Westpark, Drive, Suite 300, Mclean, Virginia 22102, USA hereinafter
called "the Supplier" and represented herein by **PETER CABOOTER** in his capacity as
Executive Vice President of the other part.

WHEREAS, CAAP requested quotation for certain good and ancillary services,
particularly the *Subscription of Space-Based ADS-B Data for Philippine ATMC* and has
accepted the Quotation by the Supplier for the supply of those goods and services in the
sum of **NINE HUNDRED SIXTY THOUSAND DOLLARS ONLY (USD960,000.00)** or **FIFTY-SIX
MILLION FOUR HUNDRED THOUSAND PESOS ONLY (Php56,400,000.00)¹** plus any
applicable local taxes (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are
respectively as assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of
this Agreement, viz:

- (2.1) CBA (MOOE) No. 24-08-1037 dated 14 August 2024
- (2.2) Notice of Direct Contracting & Request for Quotation No. 24-10-023 dated 29
29, October 2024
- (2.3) Opening of Bids dated 08 November 2024
- (2.4) Financial Component and other attachments from the Supplier
- (2.5) BAC TWG (Bravo) Bid Evaluation Report dated 13 November 2024
- (2.6) BAC Resolution No. 2024-0910-216 (Bravo) dated 14 November 2024
- (2.7) Data Services Agreement between the Civil Aviation Authority of the Philippines
and Supplier
- (2.8) Notice of Award

¹ Using 58.75 exchange rate at the time of bid opening.

3. In consideration of the payments to be made by the Entity to the Supplier as herein mentioned, the Supplier hereby covenants with the Entity to provide the goods and services within **Twelve (12) Months** from receipt of this contract and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The CAAP covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the *Agreement*.

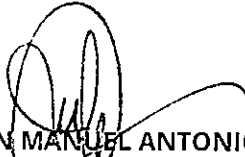
5. In case of Default, as defined in the Data Services Agreement attached therein, within the time specified above, Liquidated Damages of one-tenth (1/10) of one percent (0.001) for unperformed portion for every day of default shall be imposed to the Supplier, provided, that once the cumulative amount of Liquidated Damages reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the Contract, without prejudice to other courses of action and remedies available under the circumstances.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

SIGNED:

**CIVIL AVIATION AUTHORITY OF THE
PHILIPPINES**

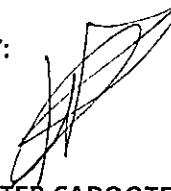
BY:



CAPTAIN MANUEL ANTONIO L. TAMAYO
Director General

AIREON LCC.

BY:

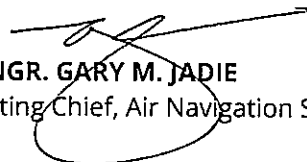


PETER CABOOTER
Executive Vice President

WITNESSES



OSCAR B. DEMETILLO, JR.
Chief, Procurement Division



ENGR. GARY M. JADIE
Acting Chief, Air Navigation Service

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF CITY OF MAKATI) S.S

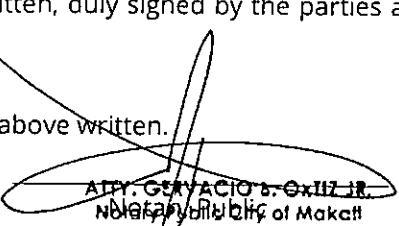
BEFORE ME, a Notary Public for and in, CITY OF MAKATI this DEC 23 2024
day of _____ appeared the following person presenting to me their
respective identifications, to wit:

Name	Competent Evidence of Identity	Date and Place of Issue
CAPTAIN MANUEL ANTONIO L. TAMAYO Civil Aviation Authority of the Philippines	CAAP ID No. 0001	Pasay City
PETER CABOOTER Aireon LLC.		

Known to me known to be the same persons who executed and voluntarily signed the foregoing Contract which they acknowledge before me as their own free and voluntary act and deed and with full authority to sign in that capacity.

This instrument refers to the Contract entitled *Subscription of Space-Based Ads-B Data for Philippine ATMC with Reference No. C.A. No. S-2024-190* and consisting of three (3) pages including this page where the acknowledgement is written, duly signed by the parties and their instrumental witnesses thereof.

WITNESS MY HAND AND SEAL, on the date and place above written.


ATTY. GERVACIO S. OXILIZ JR.
Notary Public of Makati
Until December 31, 2024
ISP No. 05729- Lifetime Member
Until December 29, 2025
Valid until April 14, 2025
PTR Appointment No. M-32 (2023- v24)
PTR No. 10073909 Jan. 2, 2024 / Makati
Issued at Makati City Roll No. 40091
Issued on 101 Urban Ave. Campos Rueda Bldg.
1st Flr. Del Pilar, Makati City
TIN No: _____

Doc. No. 318
Page No. 65
Book No. XIII
Series of: 724

DATA SERVICES AGREEMENT

AGREEMENT NO. AIR-_____-_____

This Data Services Agreement ("Agreement") is entered into and made effective as of this ____ day of _____, 2024 (the "Effective Date") by and between Aireon LLC, a limited liability company organized in the State of Delaware with offices located at 8484 Westpark Drive, Suite 300, McLean, Virginia 22102 USA ("Aireon"), and the Civil Aviation Authority of the Philippines, a government owned and controlled corporation organized under the laws of the Philippines with offices located at MIA Road corner Ninoy Aquino Avenue, Pasay City 1300, Philippines (hereinafter "Customer") (each individually, a "Party" and collectively, the "Parties").

WHEREAS Aireon provides space-based ADS-B surveillance data service using ADS-B receivers installed on satellites in the Iridium NEXT Constellation (the "ADS-B Payload");

WHEREAS Customer desires to purchase from Aireon ADS-B surveillance data under the terms of this Agreement for use in connection with its Air Traffic Services (as defined herein) to its customers;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS.

Capitalized terms used in this Agreement have the meanings set forth in Exhibit A or as otherwise defined in the context of the provision or Exhibits.

ARTICLE 2. TERM.

The term of this Agreement starts on the Effective Date and, subject to early termination as provided in this Agreement, will end one (1) year from commencement of "Phase 2a" as described in Exhibit C (Statement of Work) (the "Term").

ARTICLE 3. SERVICES.

The Parties agree to scope and implement the use of Data Services by Customer in three phases as detailed in Exhibit C ("Statement of Work"). The Statement of Work sets forth the Parties' obligations with respect to Services, including applicable Deliverables and milestones. Aireon will provide to Customer the Services described in the Statement of Work. The Parties agree that a phase will only commence when the exit criteria applicable to the previous phase have been satisfied as provided in the Statement of Work.

ARTICLE 4. CHANGES TO SERVICES.

4.1 Customer Changes. At any time during the Term, should Customer desire to add or change any part of the Services, then:

- (A) Aireon will prepare and submit to Customer a written proposal concerning such change or additional services,

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- (B) Customer will promptly evaluate the proposal and will respond in writing to Aireon regarding the proposed change or additional services, and
 - (C) Upon agreement by the Parties on the scope and other terms applicable to the proposed additional services, the Parties will incorporate the agreed changes or additional terms into this Agreement by executing an amendment to this Agreement in accordance with ARTICLE 17.8 (Amendments).
- 4.2 Aireon Changes. Customer will implement any changes to the Customer's use or receipt of the Services as requested by Aireon (1) for either Party to comply with applicable Law, and/or (2) to accommodate reasonable changes in the Aireon System previously communicated to the Customer, and provided such changes to the Aireon System will not limit Aireon's obligations under this Agreement.

ARTICLE 5. SERVICE LEVEL AGREEMENT; SAVINGS CLAUSE

- 5.1 Service Levels. Aireon will perform the Data Services in accordance with Exhibit D (Service Level Agreement and Technical Support).
- 5.2 Savings Clause. Aireon shall be excused of its obligations under this Agreement (and any resulting failure to achieve a Technical Performance Measure will be deemed not to have occurred) to the extent that Aireon's performance of its applicable obligations is adversely affected by (A) Customer's breach of this Agreement, (B) failure of Customer to perform its obligations under this Agreement and the applicable Statement of Work in a timely manner, (C) insufficiency or inaccuracy of any technical or operational specification or requirement provided by Customer in connection with this Agreement, (D) hardware, software, facilities, power, environment or maintenance of the Service Delivery Point which is inadequate, improper or not in conformance with Aireon's requirements, (E) changes in applicable Law that adversely affects the performance of a Party's obligations under this Agreement, or (F) the occurrence of a Force Majeure Event. In the event of any of the foregoing events or circumstances, Aireon shall promptly notify Customer in writing of such event or circumstance (and the expected impact resulting therefrom) and shall use reasonable efforts to avoid and/or mitigate the impact to Customer and the Services. Customer will be responsible for any costs (including internal costs, charged at the rates set forth in Schedule B), charges, and out-of-pocket expenses incurred by Aireon in connection with delays or additional resources required of Aireon as a result of the events or circumstances described in subsections (A) through (E) above.

ARTICLE 6. PAYMENT.

- 6.1 Payment. Customer will pay or reimburse Aireon the fees and charges ("Fees") in accordance with the terms set forth in Exhibit B ("Fees and Charges"). All invoices are payable by Customer, without setoff or deduction, within thirty (30) days after the Invoice Date (the "Payment Due Date"). In the event payment is not received by Aireon by the Payment Due Date, Customer shall pay interest equal to one percent (1%) on the amount owed, beginning with the day following the Payment Due Date and continuing until paid in full. All payments shall be paid via wire transfer to the account shown on the invoice(s).
- 6.2 Disputed Invoices. If Customer disputes any charges, Customer shall notify Aireon of any disputed items within thirty (30) days of the Invoice Date including the reason the charge is disputed in reasonably sufficient detail and shall pay the undisputed amount (if any) by the Payment Due Date. Aireon shall review and respond to the billing dispute within ten (10) days of receipt of the billing

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dispute; provided, however, that Aireon's failure to review and respond during such period will not be construed as acceptance of or acquiescence to Customer's position. Any charges that Aireon agrees were not charged correctly shall be credited to Customer. If Customer has already paid an amount which is agreed to be incorrectly charged and is validly disputed in accordance with this provision, Aireon will credit the amount on the next invoice. Any billing dispute which cannot be resolved amicably by the Parties shall be subject to the dispute resolution procedure set forth in ARTICLE 18.4 (Dispute Resolution) of this Agreement. Any amounts which have not been disputed in accordance with this ARTICLE 6.2 (Disputed Invoices) shall be deemed finally and irrevocably accepted.

- 6.3 Customer Tax Responsibility. All Fees outlined herein are net of any applicable taxes. Unless exempted under applicable Law, Customer is liable for any sales tax, use tax, service tax, value added tax, goods and services tax, transfer tax, excise tax, withholding tax, tariff, duty or any other similar tax imposed by any Governmental Authority arising from the performance or furnishing by Aireon of Services or from or on any Fees paid by Customer under this Agreement. To the extent that Aireon is required by law to collect or pay such taxes, such taxes will be invoiced by Aireon to Customer for all taxing jurisdictions where Aireon is permitted or required by Law to collect such taxes. Any and all payments made by Customer under this Agreement shall be made net of all applicable taxes and without further reduction or withholding of any taxes, or application of any taxes, applicable to the performance or furnishing by Aireon of Services; provided, however, that if Aireon shall be required by applicable Law to (A) deduct or apply any taxes from such payments or (B) pay any taxes on such payments, excluding the taxes set forth in ARTICLE 6.4 (Excluded Tax Responsibilities), then the sum payable by Customer shall be increased as necessary so that after making all required deductions or paying the taxes, Aireon receives an amount equal to the sum it would have received had no such deductions been made or tax applied.
- 6.4 Excluded Tax Responsibilities. Neither Party is responsible for any franchise, privilege, income, gross receipts, or business activity taxes based on the other Party's gross or net income, net worth or business activities. Neither Party is responsible for any real or personal property taxes assessed on tangible or intangible property owned or leased by the other Party.
- 6.5 Tax Cooperation. Each Party will reasonably cooperate as requested by the other Party to more accurately determine the requesting Party's tax liability and to minimize such liability, to the extent legally permissible. Each Party will provide and make available to the other Party any resale certificates, information regarding out-of-state sales or use of equipment, materials or services, and any other exemption certificates or information requested by the other Party.

ARTICLE 7. FORCE MAJEURE.

If and to the extent that a Party's performance (including the obligation to achieve Technical Performance Measures) is prevented or delayed by fire, explosion, flood, riot, war, terrorism (including cyber-terrorism and ransomware attacks), weather, pandemic, acts of God, a Satellite Network Failure, changes in applicable Law, degradation or failure of communications systems or infrastructure, or other events beyond such Party's reasonable control, including (in the case of Aireon) acts, faults, or omissions of Aireon's Agents or Affiliates that are beyond Aireon's reasonable control, (a "Force Majeure Event"), then the affected performance will be excused for so long as the Force Majeure Event continues to prevent or delay performance. The affected Party will promptly notify the other Party, describing the Force Majeure Event in reasonable detail, and will use its commercial reasonable efforts to recommence performance to the extent possible without delay, including through the use of alternate sources and workaround plans.

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ARTICLE 8. CONSENTS AND GOVERNMENT APPROVALS.

- 8.1 Consents. Each Party shall, at its own expense and at no cost to the other party, obtain, maintain and comply with all third-party licenses, consents, approvals and authorizations that are necessary for such Party to perform its obligations under this Agreement ("Consents").
- 8.2 Governmental Approvals. The Parties shall, at their own expense and at no cost to the other Party, in good faith and timely manner diligently pursue, apply for, obtain, maintain and comply with all their Governmental Approvals.

ARTICLE 9. PROPRIETARY RIGHTS.

- 9.1 Customer Rights to Data. Subject to ARTICLE 9.2, Aireon hereby grants to Customer, during the Term, a non-exclusive, non-transferable license (with no right to sublicense) to use the Data primarily as surveillance data for internal Air Traffic Services within the Customer ATM Service Area, including the use of the Data for Customer's post-analysis and feasibility studies on its Air Traffic Services subsequent to the execution of this Agreement.
- 9.2 Data Rights. Nothing in this Agreement provides any proprietary interest in the Data to Customer and no licenses or permissions to use, disclose, sell, retransmit, publish or otherwise share the Data are granted unless expressly set forth herein. As between the Parties, the Data and all rights, title and interest in it and all compilations or adaptations of it (including, without limitation, Intellectual Property Rights) are and shall remain solely owned by Aireon. Customer shall not resell, publish, share or otherwise transmit (directly or indirectly) the Data to any third party or publicly for commercial exploitation without Aireon's express written consent. The Parties agree that if Data is provided under the terms of this Agreement, such Data shall be limited to Data within the Customer ATM Service Area only.
- 9.3 Aireon Intellectual Property. Customer will have no rights or interests in the Aireon Intellectual Property, and all rights, title and interest in such Aireon Intellectual Property will vest and remain exclusively with Aireon, except as expressly set forth in this Agreement. Aireon hereby grants to Customer, during the Term, a non-exclusive, non-transferable license, without right to sublicense, under Aireon Intellectual Property to Use Aireon Owned Software, receive Data Services, and use the Data solely as permitted under this Agreement. To the extent permissible under any applicable third-party agreements, Aireon hereby grants to Customer, during the term, a non-exclusive, non-transferable license, without right to sublicense, to Use any Aireon Third-Party Software solely in connection with the receipt of Data Services. Customer shall not copy, duplicate, use, modify, appropriate, sell, or otherwise infringe on or disclose to any third party any Aireon Software and/or Aireon Intellectual Property. Customer shall not seek to modify or otherwise revoke the terms of licenses for Aireon Third Party Software without Aireon's prior written consent and where such licenses are provided to Customer, Customer will comply with the terms of such licenses.
- 9.4 Customer Intellectual Property. Aireon will have no rights or interests in the Customer Intellectual Property, and all rights, title and interest in such Customer Intellectual Property will vest and remain exclusively with Customer, except as expressly set forth in this Agreement. Customer hereby grants to Aireon, during the Term, a non-exclusive, non-transferable license (with right to sublicense), under the Customer Intellectual Property, to Use Customer Owned Software and Customer Confidential Information, solely in connection with the provision of Services. To the extent permissible under any applicable third-party agreements, Customer hereby grants to Aireon, during the Term, a non-exclusive, non-transferable license to Use any Customer Third-Party Software solely in connection with the provision of Services, subject to the Customer's prior written

authorization for each period of use of such Customer Third-Party Software.

- 9.5 Assignment of Rights. If during the Term the Intellectual Property Rights owned by a Party under this Agreement vests with the other Party as a matter of Law, then (A) Customer hereby irrevocably assigns, transfers and conveys, and will cause Customer Agents to assign, transfer and convey, to Aireon without further consideration all of its and their right, title and interest in and to Aireon Intellectual Property, and (B) Aireon hereby irrevocably assigns, transfers and conveys, and will cause Aireon Agents to assign, transfer and convey, to Customer without further consideration all of its and their right, title and interest in and to Customer Intellectual Property. Upon request by a Party, the other Party will execute and deliver, and will cause its agents to execute and deliver, any documents that may be necessary or desirable under any Law to preserve, or enable the other Party to enforce its rights with respect to its Intellectual Property Rights.
- 9.6 Rights in Software. Nothing in this ARTICLE 9 will be construed as granting or transferring to a Party any ownership interest in the other Party's Software or materials developed solely by such other Party or jointly with such other Party's agents, unless otherwise specified in the Statement of Work.

ARTICLE 10. CONFIDENTIALITY.

- 10.1 Use and Disclosure. Neither Party will disclose the other Party's Confidential Information to or use the other Party's Confidential Information for the benefit of any third party without the other Party's prior written consent. All Confidential Information relating to a Party will be protected against unauthorized use or disclosure by the other Party to the same extent and with at least the same degree of care as such other Party protects its own confidential or proprietary information of like kind and import, but in no event using less than a reasonable degree of care. Each Party may disclose the other Party's Confidential Information to its directors, other officers, employees, investors, creditors, lenders, debtors, secured parties, and/or their advisers, agents and representatives only to the extent not prohibited by Law and only as necessary to perform this Agreement.
- 10.2 Required Disclosure. If a Party is requested or required by any Governmental Authority to disclose any of the other Party's Confidential Information, such Party may disclose the requested Confidential Information; provided, that such Party provides prompt notice of such disclosure (where practical and legal to do so) and if the other Party requests and at the other Party's cost, provides reasonable assistance in obtaining an appropriate protective order or other similar relief.
- 10.3 Unauthorized Acts. Without limiting either Party's rights in respect of a breach of this ARTICLE 10, each Party will:
- (A) promptly notify the other Party of any unauthorized possession, use or knowledge, or attempt thereof, of the other Party's Confidential Information by any person or entity that may become known to such Party;
 - (B) promptly furnish to the other Party full details of the unauthorized possession, use or knowledge, or attempt thereof, and assist the other Party in investigating or preventing the recurrence of any unauthorized possession, use or knowledge, or attempt thereof, of the other Party's Confidential Information;
 - (C) cooperate with the other Party (at the other Party's cost) in any litigation and investigation against third parties deemed necessary by the other Party to protect its rights in Confidential Information to the extent such litigation or investigation relates to the Services; and

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- (D) promptly use its best efforts to prevent a recurrence of any such unauthorized possession, use or knowledge, or attempt thereof, of the other Party's Confidential Information.
- 10.4 Return of Confidential Information. Upon expiration or termination of this Agreement, each Party will (A) promptly return to the other Party all copies of the other Party's Confidential Information in its possession or control or (B) as requested by the other Party, permanently erase or destroy copies of the other Party's Confidential Information in its possession or control. Notwithstanding the foregoing, each Party reserves the right to retain one archival copy of the Confidential Information received from the other Party in a secure location to be used solely in case of any dispute concerning or related to this Agreement or such Confidential Information.
- 10.5 Survival. This ARTICLE 10 (Confidentiality) shall survive. (A) with respect to any Confidential Information consisting of trade secrets, in perpetuity following termination or expiry of this Agreement, and (B) for all other Confidential Information, for five (5) years following termination or expiry of this Agreement.

ARTICLE 11. REPRESENTATIONS, COVENANTS, AND WARRANTIES.

- 11.1 Customer Representations. Customer represents and covenants that as of the Effective Date:
- (A) Customer is a registered company or statutory body duly incorporated, validly existing and in good standing under the laws of the jurisdiction in which Customer is incorporated or registered.
 - (B) Customer has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;
 - (C) the execution, delivery and performance of this Agreement by Customer (1) has been duly authorized by Customer and (2) will not conflict with, result in a breach of or constitute a default under any other agreement to which Customer is a party or by which Customer is bound; and
 - (D) Customer is duly licensed, authorized or qualified to do business and is in good standing in every jurisdiction in which a license, authorization or qualification is required for the ownership or leasing of its assets or the transaction of business of the character transacted by it, except where the failure to be so licensed, authorized or qualified would not have a material adverse effect on Customer's ability to fulfill its obligations under this Agreement.
- 11.2 Aireon Representations. Aireon represents and covenants that as of the Effective Date:
- (A) Aireon is a limited liability company duly incorporated, validly existing and in good standing under the Laws of the State of Delaware, USA;
 - (B) Aireon has all requisite power and authority to execute, deliver and perform its obligations under this Agreement;
 - (C) The execution, delivery and performance of this Agreement by Aireon (1) has been duly authorized by Aireon and (2) will not conflict with, result in a breach of or constitute a default under any other agreement to which Aireon is a party or by which Aireon is bound;
 - (D) Aireon is duly licensed, authorized or qualified to do business and is in good standing in every jurisdiction in which a license, authorization or qualification is required for the ownership or leasing of its assets or the transaction of business of the character transacted by it, except where the failure to be so licensed, authorized or qualified would not have a material adverse effect on Aireon's ability to fulfill its obligations under this Agreement.

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11.3 Services Warranty. Aireon warrants that it will perform the Professional Services in a professional workmanlike manner, consistent with acceptable industry practices applicable to the Professional Services. Subject to ARTICLE 14.1, Customer's exclusive remedies for any breach of the warranty in this ARTICLE 11.3 shall either be, at the option of Customer, re-performance by Aireon of the deficient Professional Services at no additional cost to Customer or the drawing down of the Warranty Security of Aireon in accordance with ARTICLE 11.5(C).

11.4 Remediation.

- (A) Aireon will not intentionally introduce corrupt data or changes to the Data originating from aircraft. Without limitation to ARTICLES 11.5, if there is erroneous or corrupt data Aireon will, upon receipt of written notice from the Customer concerning such erroneous or corrupt data, provide technical support in accordance with the Service Level Agreement, that will include, (1) conducting a root cause analysis to determine the cause of any change, corruption, or errors in the Data, and (2) develop a remediation plan designed to prevent the reoccurrence of such issues.
- (B) Any representation or warranty contained in this Agreement concerning the Services will not apply, and will be of no legal effect, if any unauthorized change, corruption, anomaly, or error in the Data or Services (1) would not have occurred but for Aireon's use of any Customer Software, Customer's data transmission specifications or requirements, or other materials provided by Customer as contemplated by this Agreement, (2) results from Aireon complying with Customer's instructions, (3) caused by errors or malfunctions in the Customer Ground Systems, or (4) is due, through no fault of Aireon, to the failure of, or defects in, any third-party software or hardware.

11.5 Limitations on Warranties.

- (A) IT IS ACKNOWLEDGED BY CUSTOMER THAT THE CONTENT OF THE DATA ORIGINATES AT THE AIRCRAFT AND NOT FROM AIREON. CONSEQUENTLY, AIREON CANNOT AND DOES NOT OFFER ANY WARRANTY, WHETHER EXPRESS OR IMPLIED, AND EXCEPT AS SET FORTH IN THIS ARTICLE 11 (REPRESENTATIONS, COVENANTS, AND WARRANTIES), MAKES NO REPRESENTATIONS OR WARRANTIES WITH REGARD TO THE CONTENT OF DATA, ITS FITNESS FOR PURPOSE, ACCURACY OR ITS RELIABILITY TO CUSTOMER AND/OR END USERS, OR ANY THIRD PARTY. THE DATA IS PROVIDED "AS IS" AND WITH "ALL FAULTS."
- (B) EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, AND TO THE EXTENT CAPABLE OF LIMITATION UNDER APPLICABLE LAW, NEITHER CUSTOMER NOR AIREON MAKES ANY REPRESENTATIONS OR WARRANTIES AND EACH EXPLICITLY DISCLAIMS ALL OTHER REPRESENTATIONS AND AGREES TO EXCLUDE ALL CONDITIONS, WARRANTIES AND OTHER TERMS, IN EVERY CASE WHETHER EXPRESS, IMPLIED (WHETHER BY LAW, CUSTOMER, STATUTE OR OTHERWISE), WRITTEN OR ORAL, INCLUDING ANY IMPLIED CONDITION, WARRANTY OR TERM OF MERCHANTABILITY, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY CONDITION, WARRANTY OR TERM ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. THIS ARTICLE 11.5 (LIMITATIONS ON WARRANTIES) SHALL BE INTERPRETED TO GIVE AIREON THE FULL BENEFIT OF ANY DISCLAIMER TO THE FULL EXTENT PERMITTED UNDER APPLICABLE LAW.

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- (C) Notwithstanding the foregoing, a Warranty Security, as defined herein, shall be delivered by Aireon at its own cost in favor of Customer and shall be maintained throughout the term of this Agreement, which Customer may, at its option, draw down in full in case Aireon fails to perform the Services in this Agreement, subject to a Default Cure Period of thirty (30) days. The drawing down of the Warranty Security by Customer under this ARTICLE 11.5(C) shall be with prejudice to the other remedies available to Customer under this Agreement.

ARTICLE 12. TERMINATION.

- 12.1 Termination by for Cause. If a Party commits a material breach of this Agreement, and does not cure such breach within the Default Cure Period, then the other Party may, by giving written notice, terminate this Agreement, in or whole or in part, as of the termination date specified in the notice of termination (which will be at least thirty (30) days after the expiration of the Default Cure Period) unless such breach has been cured by the date specified in such notice.
- 12.2 Termination for End of Access to Data. Either Party may terminate this Agreement, by written notice to the other Party, if Aireon permanently loses access to the Data from the satellites, as determined by Aireon and notified to the Customer, without any further liability or obligations to the other Party except for those obligations that survive termination as provided in ARTICLE 17.9.17.9.
- 12.3 Termination for Failure to Meet Service Levels. If during three (3) consecutive calendar months the Service Volume Availability Technical Performance Measure target falls to 99.5% or below for any reason other than a Force Majeure Event, then Aireon will promptly submit to Customer for its approval a corrective action plan under which Aireon will bring the affected Customer Service Volume into compliance within thirty (30) days from the date such corrective action plan is approved by Customer in writing. If Aireon fails to remediate the affected Customer Service Volume into compliance within sixty (60) days from the date the corrective action plan was approved, then Customer may terminate this Agreement for the affected Customer Service Volume, effective thirty (30) days from Customer's written notice; provided, however, such election is made within thirty (30) days from any such failure. Notwithstanding the foregoing, Customer further agrees that termination as provided in this ARTICLE 12.3 and Performance Credits are Customer's sole and exclusive remedies for any failure by Aireon to meet any Service Level, and that any failure of Aireon to satisfy one or more Technical Performance Measures will not constitute a material breach of this Agreement, or give any right to Customer to terminate this Agreement, including under ARTICLE 12.1. Customer's right to terminate this Agreement for Aireon's failure to meet any Service Level will be solely and exclusively as provided in this ARTICLE 12.3.
- 12.4 Result of Termination. Upon termination, neither Party will have any further obligation to the other Party other than (A) those that survive termination under ARTICLE 17.9 (Survival), (B) any obligations accrued up to the termination effective date (including obligations of Customer to pay amounts that become due and payable up to the termination effective date), and (C) payment of other reasonable termination costs incurred by Aireon.

ARTICLE 13. INDEMNITIES.

- 13.1 Customer Indemnity. Customer will fully indemnify, defend and hold harmless Aireon and its respective Affiliates and their respective directors, officers, employees and agents (collectively, "Aireon Indemnified Parties") on demand from and against any Losses incurred by any of the

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Aireon Indemnified Parties to the extent arising from or relating to (A) any third-party claims relating to death, bodily injury or tangible property loss or damage resulting from any act or omission by Customer or its Agents or Affiliates, or (B) Use by Customer or any third party of any Data or Data Services provided to Customer. Customer will reimburse all costs and expenses incurred by the Aireon Indemnified Parties in connection with the enforcement of this ARTICLE 13.1 (Customer Indemnity).

13.2 Aireon Indemnity.

- (A) Aireon will fully indemnify, defend and hold harmless Customer and its respective Affiliates and their respective directors, officers, employees and agents (collectively, "Customer Indemnified Parties") from and against any Losses incurred by any of the Customer Indemnified Parties to the extent arising from or relating to any third party claims that the Data and the Aireon-Owned Software provided to Customer by Aireon or Aireon Agents infringe or misappropriate the intellectual property, proprietary or other similar rights of any third party (except as may have been caused by an unauthorized modification or Use by Customer or Customer Agents).
- (B) Subject to the limits and exclusions on Aireon's liability and damages set forth in ARTICLE 14 and as permitted by Law, Aireon will fully indemnify, defend and hold harmless the Customer Indemnified Parties from and against any Losses incurred by any of the Customer Indemnified Parties to the extent arising from or relating to any third party claims related to any death, bodily injury or tangible property loss resulting from the [Gross Negligence] [or] [gross negligence] or willful misconduct by Aireon or its Affiliates.
- (C) Aireon will reimburse all costs and expenses incurred by the Customer Indemnified Parties in connection with the enforcement of this ARTICLE 13.2.

- 13.3 Indemnification Procedures. If any third-party claim is commenced against a Party entitled to indemnification under ARTICLE 13.1 (Customer Indemnity) or ARTICLE 13.2 (the "Indemnified Party"), notice thereof will be given to the Party that is obligated to provide indemnification (the "Indemnifying Party") as promptly as practicable. The Indemnifying Party will be entitled, if it so elects, in a notice promptly delivered to the Indemnified Party, but in no event less than ten (10) days before the date on which a response to such claim is due, to immediately take control of the defense and settlement of such claim and to engage attorneys with appropriate expertise to handle and defend the same, at the Indemnifying Party's sole cost and expense. The Indemnified Party will cooperate, at the cost of the Indemnifying Party, in all reasonable respects with the Indemnifying Party and its attorneys in the investigation and defense of such claim and any appeal arising therefrom; provided that the Indemnified Party may, at its own cost and expense, participate, through its attorneys or otherwise, in such investigation and defense of such claim and any appeal arising therefrom. The Indemnifying Party will not enter into any settlement without the consent of the Indemnified Party. After notice by the Indemnifying Party to the Indemnified Party of its election to assume full control of the defense of any such claim, the Indemnifying Party will not be liable to the Indemnified Party for any legal expenses incurred thereafter by such Indemnified Party in connection with the defense of that claim. If the Indemnifying Party does not assume full control of the defense of a claim required to be defended under this ARTICLE 13, the Indemnified Party may defend the claim in such manner as it may deem appropriate at the cost of the Indemnifying Party.

ARTICLE 14. LIMITATIONS AND EXCLUSIONS OF LIABILITIES.

- 14.1 Liability Savings Provision. Nothing in this Agreement shall exclude or limit liability for:

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- (A) personal injury or death caused by [Gross Negligence] [or] [gross negligence];
 - (B) fraud or fraudulent misrepresentation; or
 - (C) where such exclusion or limitation is contrary to Law.
- 14.2 Warranty Limit. Except as expressly provided in this Agreement, the aggregate liability of Aircon to Customer for any warranty under this Agreement, whether based on an action in contract, equity, negligence, tort or other theory, will not exceed an amount equal to the amount of the Warranty Security posted by Aircon.
- 14.3 Limitations on Liability. Subject to ARTICLE 14.1, ARTICLE 14.2, ARTICLE 14.4, ARTICLE 14.5, ARTICLE 14.6 and ARTICLE 14.7, the total aggregate liability of a Party under or in connection with this Agreement (including all Statements of Work), whether based on an action in contract, equity, negligence, tort or other theory, will not exceed an amount equal to the Fees paid or payable by Customer under this Agreement during the twelve (12) months immediately preceding the date of the applicable breach or other event, act or omission on which such liability is based, less (A) the cumulative amount of that Party's liability on all previous occasions, and (B) Performance Credits paid. If twelve (12) months have not elapsed since the Effective Date, such total aggregate liability will not exceed twelve (12) times the average monthly Fees for the elapsed period of the Term, less (A) the cumulative amount of that Party's liability on all previous occasions, and (B) Performance Credits paid. If the Claim Notice is provided after the expiration or termination of this Agreement, such aggregate liability will not exceed an amount equal to the aggregate amount of Data Service Fees paid or payable by Customer during the last twelve (12) months of the Term, less (A) the cumulative amount of that Party's liability on all previous occasions, and (B) Performance Credits paid.
- 14.4 Exclusion of Consequential Damages. SUBJECT TO ARTICLE 14.1, NEITHER CUSTOMER NOR AIREON WILL BE LIABLE FOR, NOR WILL THE MEASURE OF DAMAGES INCLUDE, ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS WHETHER DIRECT OR INDIRECT) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WHERE SUCH DAMAGES ARE PART OF AN INDEMNIFIED CLAIM.
- 14.5 Exceptions. SUBJECT TO ARTICLE 14.7 (LIABILITY TO CUSTOMER FOR USE OF DATA), THE LIMITATIONS AND EXCLUSIONS OF LIABILITY SET FORTH IN ARTICLE 14.3 (LIMITATIONS ON LIABILITY) AND ARTICLE 14.4 DO NOT APPLY TO
- (A) THE FAILURE OF CUSTOMER TO PAY FEES UNDER THIS AGREEMENT,
 - (B) BREACHES OF ARTICLE 10, *
 - (C) LIABILITY RESULTING FROM THE GROSS NEGLIGENCE, FRAUD OR WILLFUL OR CRIMINAL MISCONDUCT OF A PARTY,
 - (D) REPUDIATION,
 - (E) ABANDONMENT, OR
 - (F) TERMINATION BY CUSTOMER OTHER THAN PURSUANT TO ARTICLE 12.1.

THE PARTIES ACKNOWLEDGE AND AGREE THAT THE DATA SERVICES FOR AIR TRAFFIC SERVICES IS A UNIQUE SERVICE, AND THAT BESIDES CUSTOMER, THERE ARE NO READILY AVAILABLE ALTERNATIVE CUSTOMERS IN THE CUSTOMER'S JURISDICTION THAT CAN PURCHASE THE DATA FOR AIR TRAFFIC SERVICES WHILE CUSTOMER IS LICENSED BY THE COMPETENT GOVERNMENTAL AUTHORITY TO

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PERFORM SUCH SERVICES IN ITS FLIGHT INFORMATION REGION. HENCE, IN THE CASE OF REPUDIATION, ABANDONMENT OR IF THIS AGREEMENT IS OTHERWISE TERMINATED BY CUSTOMER OTHER THAN AS PERMITTED HEREUNDER WHETHER SUCH TERMINATION OCCURS PRE- OR POST-OPERATION, CUSTOMER WILL PAY TO AIREON, AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, THE DATA SERVICES FEES THAT WOULD HAVE BEEN PAID TO AIREON FOLLOWING SUCCESSFUL COMPLETION OF IMPLEMENTATION SERVICE ACCEPTANCE TESTING OVER THE REMAINDER OF THE TERM (AS REASONABLY DETERMINED BY AIREON AS OF THE TERMINATION EFFECTIVE DATE), LESS ANY DATA SERVICE FEES ALREADY PAID BY CUSTOMER.

- 14.6 Limitations of Liability Exceptions. SUBJECT TO ARTICLE 14.7, THE LIMITATIONS OF LIABILITY SET FORTH IN ARTICLE 14.3 AND ARTICLE 14.4 DO NOT APPLY TO INDEMNIFICATION OBLIGATIONS UNDER ARTICLES 13.1 OR 13.2(C).
- 14.7 Liability To Customer for Use of Data. Notwithstanding anything to the contrary in this Agreement, and subject to ARTICLE 14.1, an Aireon Indemnified Party will not have any liability or be responsible for any Losses incurred by Customer, a Customer Indemnified Party, or any other third party arising from or relating to the Use of Data at any time, or the use of any Data Services prior to (A) the completion of the Implementation Service Acceptance Testing, or (B) during any period where Aireon is not compensated for the Customer's Use of Data (i.e., during a period of free Data Services, if any).

ARTICLE 15. INSURANCE.

- 15.1 Insurance Requirements.
- (A) Within ninety (90) days of the Effective Date, each Party will obtain and maintain during the Term and at its own expense, insurance policies for (1) statutory workers compensation in accordance with all national, federal, state and local requirements, as applicable, including employer's liability, (2) commercial general liability (or its equivalent policy) for an insured amount of not less than US\$2 million per occurrence, and (3) professional errors and omissions liability with an aggregate limit of US\$1 million.
 - (B) Prior to Customer's first operational use of the Data, each Party shall obtain aviation liability insurance with worldwide geographical limits that provides coverage of no less than US\$1 billion, which coverage will be applicable to Customer Service Volumes as defined in ARTICLE 2 of Exhibit B.
- 15.2 Additional Insured. Each Party will name the other Party as an additional insured under the commercial general liability (or equivalent policy) and aviation liability policies set forth in ARTICLE 15.1.
- 15.3 Insurance Documentation. Each Party will, upon request, furnish to the other Party certificates of insurance, in a form acceptable to such other Party, evidencing all coverages or other appropriate documentation (including evidence of renewal of insurance) evidencing all coverages referenced in ARTICLE 15.1 and naming the other Party as an additional insured. Such certificates or other documentation will include a provision whereby thirty (30) days' notice must be received by the other Party before coverage cancellation or material alteration of the coverage. Such cancellation or material alteration will not relieve either Party of its continuing obligation to maintain insurance coverage in accordance with this ARTICLE 15.

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ARTICLE 16. COMPLIANCE WITH LAWS.

- 16.1 Compliance. Each Party will perform its obligations under this Agreement in a manner that complies with all applicable Laws. Customer will only use the Data in compliance with applicable Law.
- 16.2 Fines and Penalties. If a Governmental Authority notifies either Party that the Party is not in compliance with any applicable Laws related to its obligations under this Agreement, the Party will promptly notify the other Party of the same in writing.

ARTICLE 17. MISCELLANEOUS PROVISIONS.

- 17.1 Assignment. Customer may only assign its rights under this Agreement to a wholly-owned subsidiary of Customer without the consent of Aireon, provided, however, that Customer shall remain liable for such subsidiary's obligations and liability hereunder. For the avoidance of doubt, and notwithstanding anything to the contrary in this Agreement, the Parties acknowledge and agree that (i) Aireon may assign this Agreement and its rights hereunder, in whole or in part, to any third party, and (ii) Aireon may assign, transfer, pledge, and deliver the same to its lenders or other creditors, including the right to create, attach, and perfect a security interest in this Agreement and Aireon's rights to payment hereunder. This Agreement is binding on the Parties and their successors and permitted assigns. Any assignment by a Party in contravention of this ARTICLE 17.1 is void, unless the other Party consents to such assignment in writing in advance.
- 17.2 Notices. Except as otherwise specified in this Agreement, all notices, requests, consents, approvals, agreements, authorizations, acknowledgements, waivers and other communications required under this Agreement must be in writing and will be deemed given when delivered to the physical or electronic address specified below.

For Contractual Matters:

In the case of Customer:

Civil Aviation Authority of the Philippines
MIA Road corner Ninoy Aquino Avenue,
Pasay City 1300 Philippines
Attention: Deputy Director General for
Administration
Email: odg@caap.gov.ph

In the case of Aireon:

Aireon LLC
8484 Westpark Drive, Suite 300
McLean, Virginia 22102 USA
Attention: Chief Legal Officer
Email: Legal@aireon.com

For Technical Matters:

In the case of Customer:

Civil Aviation Authority of the Philippines
MIA Road corner Ninoy Aquino Avenue,
Pasay City 1300 Philippines
Attention: Deputy Director General for
Operations
Email: odg@caap.gov.ph

In the case of Aireon:

Aireon LLC
8484 Westpark Drive, Suite 300
McLean, Virginia 22102 USA
Attention: Chief Technology
Officer and Vice President
Email: CTO@aireon.com

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Either Party may change its address for notification purposes by giving the other Party fifteen (15) days' notice of the new address and the date on which it will become effective.

- 17.3 Counterparts. This Agreement may be executed in any number of counterparts, each of which is deemed an original, but all of which taken together constitute one single agreement between the Parties.
- 17.4 Relationship. The Parties intend to create an independent contractor relationship and nothing contained in this Agreement will be construed to make either Customer or Aireon partners, joint venturers, principals, agents or employees of the other. Except as expressly provided in this Agreement, Aireon is solely liable for all costs and obligations incurred by Aireon payable to third parties in connection with Services rendered by Aireon hereunder. Neither Party has any right, power or authority, express or implied, to bind the other. Actual direction and control of the personnel actions and the terms and conditions of employment between a Party and its employees or agents will at all times be such Party's responsibility. Each Party will remain solely responsible for all personnel actions affecting its employees and agents, including the withholding of, and remittance to, the proper authorities of employment taxes and other payroll deductions.
- 17.5 Consents, Approvals and Requests. Except consents, approvals or requests that this Agreement expressly provides are in a Party's sole discretion, (A) all consents and approvals to be given by either Party under this Agreement will be in writing and will not be unreasonably withheld or delayed and (B) each Party will make only reasonable requests under this Agreement.
- 17.6 Waivers. No delay or omission by either Party to exercise any right or power it has under this Agreement will impair or be construed as a waiver of such right or power. A waiver by any Party of any breach or covenant will not be construed to be a waiver of any succeeding breach or any other covenant. In order to be valid, all waivers must be signed by the Party waiving its rights.
- 17.7 Remedies Cumulative. No right or remedy herein conferred on or reserved to either Party is intended to be exclusive of any other right or remedy, and each and every right and remedy is cumulative and in addition to any other right or remedy under this Agreement, or under applicable Law, whether now or hereafter existing.
- 17.8 Amendments. No amendment to, or change or discharge of, any provision of this Agreement is valid unless executed by the duly authorized representatives of both Parties. Neither the course of dealings between the Parties nor any trade practices will act to modify, vary, supplement, explain or amend this Agreement.
- 17.9 Survival. The terms of ARTICLE 1 (Definitions), ARTICLE 6 (Payment), ARTICLE 0 (Force Majeure), ARTICLE 9 (Proprietary Rights), ARTICLE 10 (Confidentiality), ARTICLE 11 (Representations, Covenants and Warranties), ARTICLE 12 (Termination), ARTICLE 13 (Indemnities), ARTICLE 14, ARTICLE 16 (Compliance with Laws), and ARTICLE 18 (Construction) will survive the expiration or termination of this Agreement.
- 17.10 No Third-Party Beneficiaries. Neither Party intends this Agreement to benefit, or create any right or cause of action in or on behalf of, any person or entity other than the Parties and their legal successors and permitted assigns.
- 17.11 Covenant of Further Assurances. Customer and Aireon covenant and agree that, after the execution and delivery of this Agreement, and without any additional consideration, each of Customer and Aireon will execute and deliver any further legal instruments and perform any acts that are or may

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become necessary to effectuate the purposes of this Agreement.

- 17.12 Export. Each of Aireon and Customer will, as necessary and within their own jurisdictions, apply for export approval on its own behalf for any export or re-export required under this Agreement. The Parties shall reasonably cooperate to ensure export regulation compliance. Notwithstanding anything to the contrary in this Agreement, Customer shall obtain and maintain all import and export licensing, permits and control obligations relating to the delivery of any Service Delivery Point equipment into any applicable country(ies).
- 17.13 Non-Solicitation. During the Term of this Agreement and for one year thereafter, neither Party will solicit or hire any individual that has provided services under this Agreement as an employee of the other Party. This ARTICLE 17.13 does not restrict the right of either Party to solicit or recruit generally in the media or prohibit either Party from hiring an employee of the other who answers any advertisement or who otherwise voluntarily applies for hire without having been initially solicited or recruited by the hiring Party.
- 17.14 Public Release of Information. Neither Party shall release items of publicity of any kind, including, without limitation, news releases, articles, brochures, advertisements, prepared speeches, company reports or other information concerning this Agreement or Confidential Information of a Party, including the confirmation or denial of its negotiation, issuance, award or performance, without the prior express consent of the other Party
- 17.15 Language. This Agreement and all exhibits, statements of work, correspondence and documents under or associated with this Agreement shall be in the English language.

ARTICLE 18.CONSTRUCTION.

- 18.1 Incorporation and References. In this Agreement and the Exhibits to this Agreement:
- (A) the Exhibits to this Agreement are hereby incorporated into and deemed part of this Agreement and all references to this Agreement include the Exhibits to this Agreement;
 - (B) references to Exhibits or Articles are to such Exhibits or Articles of this Agreement unless otherwise specified;
 - (C) references to any Law means such Law as in force at the time in question, including any changes, supplements or replacements of such Law enacted after the Effective Date; and
 - (D) references to and mentions of the word "including" or the phrase "e.g." means "including, without limitation."
- 18.2 Headings. The Article headings and Table of Exhibits are for reference and convenience only and will not be considered in the interpretation of this Agreement.
- 18.3 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to Law, then the remaining provisions of this Agreement, if capable of substantial performance, will remain in full force and effect.
- 18.4 Dispute Resolution.
- (A) The Parties shall attempt, whenever practicable, to resolve any disputes arising under this Agreement in an amicable and expedient manner by referring the dispute to the appropriate executive level for attention and resolution.

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- (B) Any controversies, disputes or claims arising out of or relating to this Agreement or breach thereof which has not been amicably settled by the Parties, shall be resolved by binding arbitration. Such arbitration shall be held in Singapore under the rules of the International Chamber of Commerce and conducted in the English language. The arbitration will be conducted before a panel of three arbitrators. The arbitration panel shall have no power to award non-monetary or equitable relief of any sort. The arbitration panel shall have no power to award any damages in excess of that permitted by the limitation of liability clause set forth in this Agreement. No dispute or claim shall be submitted for arbitration later than one (1) year from the date of the event giving rise to the Dispute first came to the attention of the Party bringing the claim. Nothing in this Agreement shall be deemed to prevent either Party from the right to seek injunctive relief where appropriate under applicable Law.

18.5 Governing Law. This Agreement and the rights and obligations of the Parties under this Agreement are governed by and will be construed in accordance with the Laws of the Philippines, without giving effect to the principles thereof relating to the conflicts of Laws. Except to the extent expressly required by Law, neither the United Nations Convention on Contracts for the International Sale of Goods, nor any international and domestic legislation implementing such Convention, nor the Uniform Computer Information Transaction Act (UCITA) applies to this Agreement.

18.6 Order of Precedence. In the event of any conflict among the various portions of this Agreement, the following order of precedence shall prevail:

- (A) The provisions in the main body of this Agreement and the definitions in Exhibit A;
- (B) Exhibit B (Fees and Charges);
- (C) Exhibit C (Statement of Work); and
- (D) Any other exhibits, statements of work or attachments to this Agreement.

18.7 Entire Agreement. This document and the attached Exhibits set forth the complete and final expression of the Parties' agreement about their subject matter, and there are no other representations, understandings, conditions, warranties or agreements between the Parties about such subject matter or which the Parties have relied on to enter into this Agreement, and each Party waives any rights it may have but for this provision. This ARTICLE 18.7 shall not limit liability for fraud or fraudulent misrepresentation.

Each of Customer and Aireon has caused this Agreement to be signed and delivered by its duly authorized representative.

CIVIL AVIATION AUTHORITY OF THE
PHILIPPINES

AIREON LLC

By: _____

By: _____

CAPT. MANUEL ANTONIO L. TAMAYO
Director General

PETER CABOOTER
Executive Vice President

Date: _____

Date: 17/12/14

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EXHIBIT A
DEFINITIONS

"ADS-B Payload" is defined in the introductory paragraph.

"Affiliate" means, for any entity, any other entity that, directly or indirectly, Controls, is Controlled by or is under common Control with such entity.

"Air Traffic Services" means the three core services (air traffic control, flight information services, and alerting service) defined in ICAO, International Standards and Recommended Practices, Annex 11 to the Convention on International Civil Aviation, as determined by Aireon in its reasonable discretion.

"Agreement" means this Services Agreement between Customer and Aireon, including the Exhibits hereto.

"Aireon" is defined in the introductory paragraph.

"Aireon Agents" means the agents, subcontractors and representatives of Aireon and includes Affiliates of Aireon to which Aireon subcontracts any of the Services under this Agreement.

"Aireon Consents" means Consents of Aireon.

"Aireon Governmental Approvals" means Governmental Approvals required to be obtained by Aireon to conduct its business, including Governmental Approvals required in order for Aireon to provide the Data Services from within the United States.

"Aireon Intellectual Property" means all Intellectual Property Rights or embodiments thereof that (A) exist prior to the Effective Date and are owned or licensed by Aireon, or (B) that have been prepared, conceived, or developed by Aireon separate from the performance of work under this Agreement, or (C) prepared, conceived, or developed by Aireon or jointly with Customer and/or Customer Agents (1) utilizing or based solely upon Aireon Confidential Information or (2) that consist of Inventions or improvements, derivatives, or modifications concerning the Aireon Software, the Data, or any Aireon data transmission environment, algorithm, method, or process, and (D) Deliverables, to the extent not covered above.

"Aireon Owned SDP Equipment Software" means the software, software tools and related documentation owned by Aireon or Affiliates of Aireon and used in connection with the SDP.

"Aireon Owned Software" means the software, software tools and related documentation owned by Aireon or Affiliates of Aireon and used in connection with the Services, including the Aireon Owned SDP Equipment Software.

"Aireon Software" means the Aireon Owned Software and the Aireon Third-Party Software.

"Aireon Third-Party Software" means the software, software tools and related documentation licensed, leased or otherwise obtained by Aireon from a third party (other than Affiliates of Aireon) that is used in connection with the provision of the Services.

"Confidential Information" means any information in any form or medium (including, without limitation, information which would constitute a trade secret) disclosed by one Party (the "disclosing Party") to the other Party in connection with this Agreement, and any oral, electronic or written communications thereof, including, without limitation, technical information, know-how, technology, software applications,

prototypes, methods, ideas, data, cost information, client information, financial information, legal work product, files, information relating to supplier and customer identities and lists, business and marketing plans, and all similar information, and all copies and tangible embodiments thereof (in whatever form or medium), whether such Confidential Information is obtained directly from a disclosing Party or from a disclosing Party's contractors or suppliers; provided, however, that except to the extent otherwise provided by Law, the term "Confidential Information" does not include information that (A) is independently developed by the recipient without using the disclosing Party's Confidential Information, as demonstrated by the recipient's written records, (B) is or becomes publicly known (other than through unauthorized disclosure), (C) is disclosed by the owner of such information to a third party free of any obligation of confidentiality, (D) is already known by the recipient at the time of disclosure, as demonstrated by the recipient's written records, and the recipient has no obligation of confidentiality other than pursuant to this Agreement or any confidentiality agreements between Customer and Aireon entered into before the Effective Date or (E) is rightfully received by a Party free of any obligation of confidentiality, provided that (1) such recipient has no knowledge that such information is subject to a confidentiality agreement and (2) such information is not of a type or character that a reasonable person would have regarded it as confidential. [Notwithstanding the foregoing, the terms of this Agreement and the Data shall be deemed to be Confidential Information of Aireon].

"Consents" is defined in ARTICLE 8.

"Contract Year" means, (A) with respect to the first contract year, the period commencing on the start of "Phase 3" (as defined in the Statement of Work) and ending at 11:59 pm Eastern Time on December 31st of the same year, and (B) with respect to subsequent years during the Term, each calendar year until this Agreement is terminated or not renewed as provided herein.

"Control" means, with respect to any entity, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities (or other ownership interest), by contract or otherwise.

"Customer" is defined in the introductory paragraph.

"Customer Agents" means the agents, subcontractors and representatives of Customer, other than Aireon and Aireon Agents.

"Customer ATM Service Area" means the sum of the Customer Service Volumes specified in Exhibit B (Fees and Charges).

"Customer Consents" means the Consents of Customer.

"Customer Governmental Approvals" means Governmental Approvals required to be obtained by Customer in connection with its business, including where required in order for the Customer to receive and use the Data and the Services in respect of Air Traffic Services within the Customer Service Volume(s).

"Customer Ground System" means the ground system and related data network environment used to receive data from Aireon under this Agreement, including the SDP.

"Customer Intellectual Property" means all Intellectual Property Rights or embodiments thereof that (A) exist prior to the Effective Date and are owned or licensed by Customer, or (B) that have been prepared, conceived, or developed by Customer or Customer Agents separate from the performance of its obligations under this Agreement, or (C) prepared, conceived, or developed solely by Customer or jointly with

Customer Agents in the course of performing its obligations under this Agreement, including, without limitation, Customer Software and Inventions, but excluding any Aireon Intellectual Property.

"Customer Owned Software" means the software, software tools and related documentation owned by Customer or its Affiliates prior to the Effective Date, provided to Aireon for Use, if any, in connection with the provision of the Services.

"Customer Service Volume(s)" means one or more defined boundaries of a customer service volume as defined by (A) the horizontal boundaries specified in Exhibit B (Fees and Charges) as a discrete set of latitude/longitude vertices that, when connected, form a closed polygon; and (B) the vertical boundaries as specified in Exhibit B (Fees and Charges), collectively as specified for the Customer.

"Customer Software" means the Customer Owned Software and the Customer Third-Party Software.

"Customer Third-Party Software" means the software and software tools that are licensed, leased or otherwise obtained by Customer from a third party (other than Affiliates of Customer) and used by Aireon in connection with the provision of the Services.

"Data" means automatic dependent surveillance-broadcast (ADS-B) air traffic data intended to be delivered to Customer under this Agreement. The term "Data" does not include any other data, regardless of format, type, or structure.

"Data Service Fees" is defined in Exhibit B (Fees and Charges).

"Data Services" means the services to be performed by Aireon under this Agreement, related to the provision of Data to Customer.

"Default" means the refusal or failure of Aireon, outside of force majeure and unless otherwise provided herein, to deliver the Services under this Agreement resulting in total service interruption for a period of twenty-four (24) hours commencing from the discovery thereof by Customer.

"Default Cure Period" means thirty (30) days after receipt by a Party of a written notice from the other Party.

"Deliverable" means each deliverable specifically identified as such in the Statement of Work.

"Effective Date" is defined in the introductory paragraph.

"Fees" means all amounts payable by Customer to Aireon pursuant to this Agreement.

"Force Majeure Event" is defined in ARTICLE 7.

"Governmental Approvals" means all licenses, consents, permits, approvals and authorizations of any Governmental Authority, or any notice to any Governmental Authority, the granting of which is required by Law, including any regulatory schemes to which a Party is required to submit or voluntarily submits from time to time.

"Governmental Authority" means any national, federal, state, municipal, local, territorial, or other governmental department, regulatory authority, judicial or administrative body, its official designee, or delegated authority, whether domestic, foreign or international.

"Gross Negligence" means a degree of negligence which shows indifference to others as constitutes an utter disregard of prudence amounting to a completely conscious and voluntary neglect of the safety of another. It is materially more want in care than simple inadvertence, mistake, or mere failure to exercise ordinary care but something less than willful conduct.

"Implementation Service Acceptance Test" or **"ISAT"** means the process used for data acceptance testing and for verifying that the Aireon Data Service is functioning properly described in Exhibit C (Statement of Work).

"Indemnified Party" is defined in ARTICLE 13.3.

"Indemnifying Party" is defined in ARTICLE 13.3.

"Intellectual Property Rights" means (collectively): worldwide copyright rights (including the exclusive right to use, reproduce, modify, distribute, publicly display and publicly perform the copyrighted work), database rights, trademark rights (including trade names, trademarks, service marks, and trade dress), patent rights (including the exclusive right to make, use and sell), trade secrets, rights of publicity, authors' rights, goodwill and all other intellectual property rights or similar rights anywhere in the world as may exist now and/or hereafter come into existence and all renewals and extensions thereof, regardless of whether such rights arise under the Laws of any specific state, country or jurisdiction.

"Invention" means any original idea, concept, know-how, technique, or invention (whether or not patentable) conceived by a Party during the course of performing its obligations under this Agreement, and any Intellectual Property Rights therein or thereto.

"Invoice Date" means the date specified in Aireon's invoices for Services, and if no date is specified, the date such invoice is received by the Customer.

"Law" means any declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction of or by any Governmental Authority.

"Losses" means any and all damages, fines, penalties, deficiencies, losses, liabilities (including settlements and judgments) and expenses (including interest, court costs, reasonable fees and expenses of attorneys, accountants and other experts and professionals or other reasonable fees and expenses of litigation or other proceedings or of any claim, default or assessment).

"Ongoing Support Services" means the ongoing support services provided to Customer, as described in the applicable Service Sustainment Document and the Technical Support described in Exhibit D (Service Level Agreement and Technical Support).

"Party" and **"Parties"** are defined in the introductory paragraph.

"Payment Due Date" is defined in ARTICLE 6.1.

"Performance Credits" means a monetary credit applied against Aireon invoices when Aireon fails to meet the Service Volume Availability Technical Performance Measure, as described in Exhibit B (Fees and Charges).

"Professional Services" means the services, activities, and Deliverables provided by Aireon to Customer during each of the phases (other than Data Services or Ongoing Support Services) as described in the Statement of Work.

"Satellite Network Failure" means any means (a) any permanent or temporary failure or inability of the Satellite to provide adequate resources in order for the ADS-B Payload to operate according to its expected performance specifications and for its commercial purposes, or (b) any failure, interruption or degradation of the Customer Service Volume Data attributable to the actions or omissions of Iridium or its sub-contractors.

"Service Delivery Point" or **"SDP"** means the equipment that provides the demarcation between the Aireon Ground System and the Customer Ground System(s) to which Aireon manages delivery of Data.

"Service Level Agreement" means (a) the minimum performance requirements for the Data Services that will be provided by Aireon to the Customer and (b) the timing in which Aireon's actual performance will be measured against such requirements, in each case as set forth in Exhibit D (Service Level Agreement and Technical Support).

"Service Sustainment Document" means an operational and technical procedures manual agreed by the Parties as provided as a Deliverable under Exhibit C (Statement of Work).

"Services" means the services provided under this Agreement, including the Data Services, Ongoing Support Services, and Professional Services.

"SLA Credit CAP" is defined in Exhibit B (Fees and Charges).

"Statement of Work" or **"SOW"** means the statement of work attached hereto as Exhibit C (Statement of Work).

"Targets" means ADS-B transmissions from aircraft with 1090 MHz Extended Squitter (1090ES) / ADS-B equipment in the Customer Service Volumes specified in Exhibit B (Fees and Charges).

"Technical Performance Measure" means those Data transmission measurements and related performance criteria in the Exhibit D (Service Level Agreement and Technical Support) identified as such (e.g., Data Services Availability, Latency, and Update).

"Term" is defined in ARTICLE 2.

"Use" means to use, access, load, execute, store, transmit, display, copy, maintain, modify, enhance, create derivative works, make and have made.

"Warranty Security" means a valid, enforceable, irrevocable, unconditional undertaking or guarantee in favor of the Customer, substantially in form set out in Schedule 1, to enable the Customer to be paid on demand an amount equivalent to five percent (5%) of the Contract Price in total in one or more drawings. Customer may draw down such amount in case of the failure of Aireon to perform the Services under this Agreement, subject to a Default Cure Period of thirty (30) days.

* * * * *

EXHIBIT B
(FEES AND CHARGES)

ARTICLE 1. DEFINITIONS

To the extent not defined in Exhibit A, capitalized terms used in this Exhibit B (Fees and Charges) have the meanings set forth in this ARTICLE 1 of Exhibit B (Fees and Charges) or as otherwise defined in the context of the provision.

"Aireon Rate" means the unit price per Flight Hour or a fraction of Flight Hours for aircraft with 1090 MHz Extended Squitter (1090ES) / ADS-B equipment in the Customer Service Volume as specified in this Exhibit B (Fees and Charges).

"Flight Hours" means the time (expressed in hours) flown in a Customer Service Volume by aircraft transmitting ADS-B messages through 1090 MHz Extended Squitter (1090ES) / ADS-B equipment.

"Inflation Increase Percentage" means, for any current contract year, the unadjusted percent change for "final demand" for the prior contract year as contained in the monthly PPI Detailed Report.

"PPI Detailed Report" means the monthly report of Producer Price Indexes released by the U.S. Bureau of Labor Statistics.

"Transition Boundaries" means the specified airspace outside of the geographical borders of the Customer's delegated airspace, as defined in this Exhibit B (Fees and Charges), to be used solely for situational awareness, transitions and hand-offs to adjacent Air Navigation Service Providers.

ARTICLE 2. CUSTOMER SERVICE VOLUMES AND DATA SERVICE FEES

2.1 Customer Service Volumes and Data Services Fees. For the purposes of this agreement, the Customer ATM Service Area will consist of the following Customer Service Volumes as further defined in Exhibit C (Statement of Work), and the provision of Data Services in respect of each Customer Service Volume will be charged the applicable Data service fees described below ("Data Services Fees"):

- (A) Customer Service Volume A (Pre-Operational VPN Data Connection) that portion of the Manila Flight Information Region (RPHI FIR) consisting of a polygon defined by the following coordinates:

21°00'00" N 117°30'00" E
12°31'35" N 117°30'00" E
10°30'00" N 114°00'00" E
16°40'00" N 114°00'00" E
21°00'00" N 117°30'00" E

Aireon Rate: US \$12 per flight hour or portion thereof
Vertical Limits: FL140+ Inclusive

- (B) Customer Service Volume B (Pre-Operational VPN Data Connection): Remainder of the Manila Flight Information Region (RPHI FIR) excluding the Service Volume outlined in (A) above:

Aireon Rate: Included free-of-charge during the Pre-Operational Phase

- (C) Customer Service Volume C (Operational SDP Data Connection) that portion of the Manila Flight Information Region (RPHI FIR) consisting of a polygon defined by the following coordinates:

21°00'00" N 117°30'00" E
12°31'35" N 117°30'00" E
10°30'00" N 114°00'00" E
16°40'00" N 114°00'00" E
21°00'00" N 117°30'00" E

Aireon Rate: US \$12 per flight hour or portion thereof
Vertical Limits: FL140+ Inclusive

- (D) Customer Service Volume D: Transition Boundaries

~~With the exception of any Targets within the Manila Flight Information region~~
Aireon will provide all available Targets up to 100 NM outside of the boundaries of the Customer Service Volume C for situational awareness and handoffs; provided however, that any transition boundary which would overlap with airspace controlled by the U.S. FAA will not be provided unless required regulatory approvals are obtained.

Aireon Rate: Included in the Aireon Rate for above Customer Service Volumes.

Customer shall provide Air Traffic Services to aircraft in the Transition Boundaries only when published in the Aeronautical Information Manual or through a Letter, of Agreement with neighboring ANSP(s) that have air traffic control authority for such airspace.

- (E) Customer's obligation to pay Data Service Fees for the Customer Service Volumes shall begin upon successful check-out of the VPN equipment and connection as defined Exhibit B (Statement of Work) which will be completed no later than two (2) months from the Effective Date.
- 2.2 Phases: The Services will be provided in three phases (i.e. "Phase 1," "Phase 2," and "Phase 3"), as defined in the Statement of Work
- 2.3 Payment Due. Payment of the Data Services Fee must be made by the Payment Due Date for Services provided during the month covered by such invoice.
- 2.4 Customer Obligation to Pay for Data Services. Notwithstanding ARTICLE 2.1(D) of this Exhibit B (Fees and Charges), if Phase 2(b) has not commenced for failure to complete successful check-out of the VPN equipment and connection as defined Exhibit B (Statement of Work) within two (2) months from the Effective Date, and such failure is due to failure by Customer to perform an activity or provide a deliverable in accordance with the Statement of Work and (i) the activity or deliverable is not the responsibility of Aireon, or (ii) Aireon's performance of any Service depends on the activity or deliverable being performed or provided by Customer, then in each case Customer's obligation to pay the Data Service Fees shall begin on that date and shall thereafter continue during the Term in accordance with this Agreement, and Phase 3 shall be deemed to have commenced as of that date irrespective of whether Data Services are actually provided.

ARTICLE 3. INVOICING

- 3.1 Invoice Delivery. All invoices shall be transmitted via email to:

Attention:
Email Address:
Name:
Telephone:

- 3.2 Calculation of Data Service Fees. For each billing cycle and for each Customer Service Volume, the Data Service Fee included in the invoice will be the sum of Flight Hours for that Customer Service Volume (as determined by Aireon), multiplied by the Aireon Rate, which Aireon Rate shall be adjusted in accordance with ARTICLE 2.6 (Adjustment of Aireon Data Services Fees) of this Exhibit B (Fees and Charges).
- 3.3 Data Service Fees. Aireon will invoice Customer for Data Services Fees on a monthly basis. Such invoices will include charges for Data Services Fees accrued in the prior month and any outstanding payments still due and owing.
- 3.4 Performance Credits. Customer shall be entitled to a Performance Credit if Aireon fails to satisfy the Service Volume Availability Technical Performance Measure. Such Performance Credit will be calculated based on annual aggregate measurements in accordance with the daily Service Volume Availability Technical Performance Measure. For purposes of calculating the Performance Credit for the Service Volume Availability Technical Performance Measure at the end of each Contract Year, Aireon will calculate the Performance Credit using the following formula:

$$\text{Performance Credit} = A \times (B \times C)$$

Where:

A = 0.999 minus Service Volume Availability ($A_{SV} = \beta/N$ (see Service Level Agreement))

B = Billed Flight Hours for the Customer Service Volume

C = Aireon Rate for the Service Volume

As used herein, "Billed Flight Hours" means the flight hours as determined by Aireon and its internal systems used to bill Customer the Data Services Fees.

Any applicable Performance Credits will be set off and applied to the first monthly invoice in the subsequent calendar year. With respect to the last Contract Year, Aireon will pay to Customer (net thirty (30) days) at the end of the last Contract Year. All Performance Credits will be in U.S. dollars.

- 3.5 Performance Credit Cap. If Aireon fails to meet the Service Volume Availability Technical Performance Measure as set forth in Exhibit D (Service Level Agreement and Technical Support), Aireon will pay Customer Performance Credits. Such Performance Credits due will not exceed a cumulative amount during a Contract Year equal to three (3) times the monthly average Data Services Fee paid during such Contract Year ("SLA Credit CAP"). Accrued Performance Credits shall be applied and stated by Aireon in each applicable invoice as provided in this Exhibit B (Fees and Charges). The Parties agree that Exhibit D (Service Level Agreement and Technical Support) and all remedies set forth therein shall not apply to Aireon's performance within the Transition Boundaries. The amount of the limitations in this ARTICLE 4.2 will in the case of Aireon be reduced by any Customer Performance Credits paid during the twelve (12) month period covered by the notice of claim to the extent such claim relates to the same event giving rise to such Customer Performance Credits. Customer acknowledges and agrees that the Performance Credits will be deemed and construed to be liquidated damages and will be its sole and exclusive remedy for Aireon's failure to meet the Service Volume Availability Technical Performance Measure.

EXHIBIT C
INITIAL STATEMENT OF WORK
(SOW #001)
to
AIREON CONTRACT No. AIR-__-__

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Abbreviations

Abbreviation	Description
ACC	Area Control Center
ADS-B	Automatic Dependent Surveillance – Broadcast
ANSP	Air Navigation Service Provider
APD	Aircon Processing & Distribution
ATC	Air Traffic Control
ATCO	Air Traffic Controllers
ATM / ANS	Air Traffic Management / Air Navigation Services
ATS	Air Traffic Services
CAAP	Civil Aviation Authority of the Philippines
FIR	Flight Information Region
GNSS	Global Navigation Satellite System
HPL	Hosted Payload
HPOC	Hosted Payload Operations Center
ICD	Interface Control Document
IMS	Integrated Master Schedule
ISAT	Implementation Service Acceptance Test
NM	Nautical Mile
NOC	Network Operations Center
SDP	Service Delivery Point
SLA	Service Level Agreement
SNOC	Satellite Network Operations Center
SOW	Statement of Work
SVDD	Service Volume Description Document
TPM	Technical Performance Measure
TPN	Teleport Network
VPN	Virtual Private Network
VRTM	Verification Requirements Tracability Matrix

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List of Terms

Term	Description
ISAT Completion Date	Means delivery of the ISAT Test Report to and acceptance by the Customer confirming that the Data Services satisfies the applicable acceptance criteria in the ISAT Test Procedures.
Service Volume Description Document	"Service Volume Description Document" or "SVDD" defines the specific configuration of the customer service volumes that are described in Exhibit B (Pricing).
Pre-Operational Data Services	"Pre-Operational Data Service" means Data Services provided during Phase 2 to CAAP.

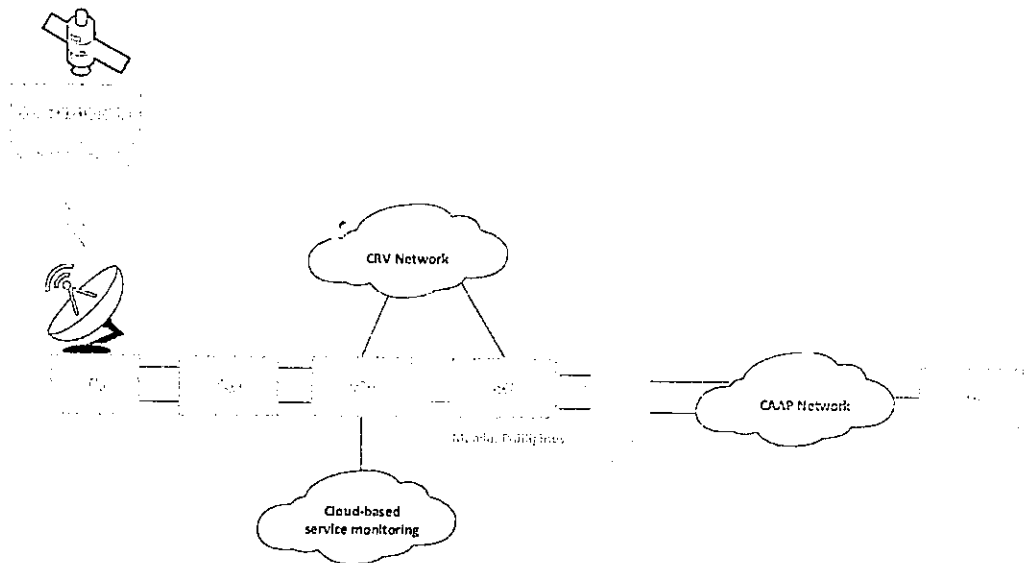
Terms with initial capital letters not defined above or in this SOW are defined in the Agreement.

1 INTRODUCTION

1.1 PURPOSE OF THE SERVICE

Automatic Dependent Surveillance – Broadcast (“ADS-B”) is a surveillance technology for tracking aircraft using Global Navigation Satellite System (“GNSS”) technology to determine and share precise aircraft location information. With ADS-B surveillance, equipped aircraft broadcast their state vector (horizontal and vertical position; and horizontal and vertical velocity) and other information over an approved ADS-B link technology, which is received and transferred to air traffic control.

The following picture illustrates how the Aireon system can connect to the CAAP network to deliver the space-based ADS-B data.



1.2 SERVICE CONTEXT

The Aireon Data Service is delivered through a two-segment system: the Aireon Space Segment and Aireon Ground Segment. The Aireon Space Segment contains the Hosted Payload (“HPL”). The HPL is located on each of the 66 Iridium NEXT satellites distributed in six polar orbital planes, plus 15 additional satellites used as spares. The Aireon Hosted Payload receives, demodulates and transfers ADS-B messages to the Aireon Ground Segment.

The Aireon Ground Segment is comprised of the Hosted Payload Operations Center (“HPOC”) and the Aireon Processing and Distribution (“APD”). The HPOC provides all the functions required to monitor and control the Aireon Hosted Payload, including telemetry monitoring, failure recovery, and remote configuration. The HPOC is primarily run out of the satellite network operation center (“SNOC”) in Northern Virginia, with a disaster recovery location in Chandler, Arizona. The primary responsibility of the SNOC is to manage the performance and status of individual satellites.

The APD provides all processing of ADS-B mission data, mission planning and payload tasking functions (such as antenna and target scheduling), and delivery of mission and status data to ANSPs through a

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Service Delivery Point ("SDP"). APD functions include acquiring ADS-B targets and checking for duplicates, generating service reports, calculating and storing Technical Performance Measures ("TPM"), and system data archiving. The APD Network Operations Center ("NOC") also provides the operator interface for monitoring, control, and analysis of the Aireon system. The APD primary operational location and disaster recovery center are located in two separate Northern Virginia locations.

In order for CAAP to process the data from APD for use by an air traffic control ("ATC") automation system, an SDP must be established. The SDP consists of the equipment that provides the demarcation between the Aireon System and CAAP's system(s). Aireon will manage data delivery up to the SDP. After the SDP, the data distribution, use, and verification is under CAAP's responsibility.

1.3 CLARIFICATIONS

- Aireon will establish an interim VPN connection to provision pre-operational data to CAAP; the VPN connection will be disabled after completion of Implementation Service Acceptance Test ("ISAT").
- Aireon will configure the SDP equipment hardware.
- Aireon's third-party representative will install, own, and maintain the SDP equipment hardware.
- CAAP will provide adequate facilities, rack space, and necessary redundant power for the installation and operation of VPN and SDP hardware. CAAP will also be responsible for the physical security of the equipment.
- CAAP will provide access to Aireon and its third-party representatives for installation and maintenance activities.
- Aireon shall establish and provision redundant and diverse telecommunications connections from Aireon's facility to the SDP locations.
 - Aireon will use reasonable efforts to make the Space-Based ADS-B data available using the CRV Network for the purpose of providing a dual and diverse telecommunication connection to Manila, Philippines.
 - CAAP will independently procure the CRV services and will be responsible for any recurring costs related to the use of CRV.
- Aireon will maintain SDP-related support systems (e.g. cloud-based service monitoring and the technical performance measure software updates).

2 PROJECT DELIVERY STRATEGY

2.1 PROJECT PREAMBLE

Each party shall perform all activities, functions, and services necessary to complete the milestones and provide the deliverables which are identified as such party's responsibility in this Statement of Work, no later than the applicable date of completion for such milestone or deliverable (as identified in this Statement of Work). In addition to the foregoing, each Party shall perform all activities, functions and services which are expressly identified in this Statement of Work as a such Party's dependency, or which the other Party reasonably requires from the other Party for the requesting Party to complete a milestone or, in the case of Aireon, provide a Deliverable identified as Aireon's responsibility, by the applicable date of completion.

2.2 THREE PHASE PROJECT LIFECYCLE

The following figure highlights the phased approach to enabling Aireon space-based ADS-B services for CAAP:

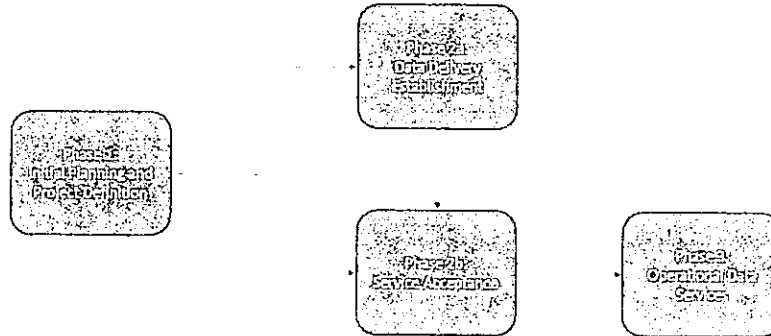


Figure 1 – Project Phasing

2.3 SUMMARY OF KEY PROJECT MILESTONES AND DELIVERABLES

Phase	Milestone / Deliverable	Responsible Party	Date of Completion
1	Commencement of Phase 1	Aireon / CAAP	Execution of SOW
1	Global Interface Control Document	Aireon	Within one (1) month of SOW execution
1	Initial Integrated Master Schedule	Aireon / CAAP	Within one (1) month of SOW execution
1	Delivery of Aireon Safety Documentation Package, to include the current version of: <ul style="list-style-type: none"> European Union Aviation Safety Agency Service Provider certificate Aireon Air Traffic Surveillance Service Safety Case Document (Oceanic & En-Route) Aireon Air Traffic Surveillance Service Definition Document ("SDD") Aireon System and Subsystem Safety Assessment Aireon Corporate Safety Management Plan 	Aireon	Within one (1) month of SOW execution

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Phase	Milestone / Deliverable	Responsible Party	Date of Completion
	<ul style="list-style-type: none"> Aireon Compliance with the E.U. Essential Requirements Implementing Rules for Interoperability and Community Specification 		
1	Customer Requirements Definition Document	CAAP	Within one (1) month of SOW execution
1	Phase I Completion	Aireon / CAAP	Within one (1) month of SOW execution
2a	Commencement of Phase 2a	Aireon / CAAP	Within one (1) month of SOW execution
2a	Delivery of Service Volume Description Document (SVDD)	Aireon / CAAP	Within two (2) months of SOW execution
2a	Configure and install VPN equipment	Aireon / Aireon's third-party representative	Within two (2) months of SOW execution
2a	Check-out of VPN equipment and connection	Aireon / CAAP	Within two (2) months of SOW execution
2a	Begin delivery of Pre-Operational Data	Aireon	Within two (2) months of SOW execution
2a	Phase 2a Completion	Aireon / CAAP	Within two (2) months of SOW execution
2b	Commencement of Phase 2b	Aireon / CAAP	Within two (2) months of SOW execution
2b	SDP Installation Documentation	Aireon	Within two (2) months of SOW execution
2b	Delivery of Computer-based Training	Aireon	Within two (2) months of SOW execution
2b	Installation of SDP equipment	Aireon's third-party representative	Within five (5) months of SOW execution
2b	Configuration of the SDP equipment	Aireon	Within five (5) months of SOW execution
2b	Delivery of Service Volume Description Document ("SVDD")	Aireon	Within five (5) months of SOW execution
2b	Telecommunications lines established	Aireon	Within seven (7) months of SOW execution
2b	Delivery of cloud-based service monitoring	Aireon	Within seven (7) months of SOW execution

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Phase	Milestone / Deliverable	Responsible Party	Date of Completion
2b	Delivery of VRTM	Aireon	Within seven (7) months of SOW execution
2b	Delivery of ISAT Test Plan	Aireon	Within seven (7) months of SOW execution
2b	Delivery of ISAT Test Procedures	Aireon	Within eight (8) months of SOW execution
2b	Conduct ISAT test as provided in the ISAT Test Plan following the ISAT Test Procedures	Aireon / CAAP	Within nine (9) months of SOW execution
2b	Delivery of Customer Service Handbook and Service Sustainment Document	Aireon	Upon completion of ISAT
2b	Delivery of ISAT Test Report	Aireon	Two (2) weeks after completion of ISAT
2b	Completion of Phase 2b	Aireon	Successful completion of ISAT
3	Commencement of Phase 3	Aireon / CAAP	Targeted by Q3, 2025
3	Delivery of Operational Data	Aireon	TBD on activation of Phase
3	Monthly Performance Data Report	Aireon	Monthly
3	Updated Aireon Safety Documentation Package	Aireon	As required
3	Phase 3 Completion	Aireon / CAAP	Upon expiration or termination of the DSA

3 STATEMENT OF WORK

3.1 PHASE 1 – INITIAL PLANNING AND PROJECT DEFINITION

3.1.1 Phase Description

Period of Performance: Begins upon execution of the DSA and ends upon the completion of the Phase 1 exit criteria set forth below.

General Description of Services: Phase 1 pertains to the Parties' efforts to establish technical requirements, project schedule, and initial identification of risks, issues, and opportunities for the Project.

3.1.2 Phase Entry Criteria

- Both parties have signed and executed the Data Services Agreement

3.1.3 Phase 1 Aireon Obligations

- Aireon shall:
 - Define project-level resources for each phase of the Project;
 - Deliver latest version of the Aireon Global Interface Control Document; and
 - Deliver latest version of Aireon safety documentation

3.1.4 CAAP Obligations

- CAAP shall:
 - Develop and deliver to Aireon a Customer Requirements Definition Document

3.1.5 Joint Obligations

- Aireon and CAAP shall:
 - Co-develop Initial Integrated Master Schedule

3.1.6 Deliverables

Document/Action	Responsible Party:	Delivery Date
Deliver Global Interface Control Document	Aireon	Within one (1) month of SOW execution
Deliver Initial Integrated Master Schedule	Aireon / CAAP	Within one (1) month of SOW execution
Deliver Customer Requirements Definition Document	CAAP	Within one (1) month of SOW execution
Delivery of Aireon Safety Documentation Package, to include the current version of: <ul style="list-style-type: none"> • European Union Aviation Safety Agency Service Provider certificate • Aireon Air Traffic Surveillance Service Safety Case Document (Oceanic & En-Route) • Aireon Air Traffic Surveillance Service Definition Document ("SDD") • Aireon System and Subsystem Safety Assessment • Aireon Corporate Safety Management Plan • Aireon Compliance with the E.U. Essential Requirements Implementing Rules for Interoperability and Community Specification 	Aireon	Within one (1) month of SOW execution

3.1.7 Phase Exit Criteria

- All documents referenced in Section 3.1.6 have been delivered by the responsible Party. Phase 2a will only commence when the above Phase 1 exit criteria have been satisfied.

3.2 PHASE 2A – DATA DELIVERY ESTABLISHMENT

3.2.1 Phase Description

Period of Performance: It is intended that Phase 2a will be completed within two (2) months of SOW execution.

General Description of Services: Phase 2a pertains to the establishment of a Virtual Private Network ("VPN") connection to enable the delivery of Aireon Pre-Operational Data Services to CAAP. Aireon will configure the interim VPN hardware and set-up the VPN connection. Aireon and its third-party representative shall support the installation of the VPN equipment in Manila, Philippines.

Upon establishment of the data delivery, check-out will be performed by Aireon and its third-party representative and witnessed by CAAP to verify that the VPN equipment and connection is installed, optimized and ready to proceed with CAAP's test activities. Under this Phase, Aireon and CAAP will update the Service Volume Description Document, based on any agreed configuration changes between the Parties, as required.

3.2.2 Phase 2a Entry Criteria

- Successful completion of Phase 1 deliverables by the Parties; and
- Aireon confirms latest version of the ICD document.

3.2.3 Aireon Obligations

- Aireon shall:
 - Configure the VPN equipment;
 - Remotely oversee the third-party representative installation of the VPN equipment at the CAAP facilities;
 - Establish VPN connection;
 - Conduct check-out procedures with CAAP; and
 - Demonstrate pre-operational data as defined in the initial SVDD to CAAP.

3.2.4 CAAP Obligations

- CAAP shall:
 - Connect the output of the VPN to the CAAP test network

3.2.5 Joint Obligations

- CAAP and Aireon shall:
 - Complete check-out of the VPN equipment;

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- Collaborate on completion of the Service Volume Description Document (SVDD); and
- Verify all parameters / performance requirements being met.

3.2.6 Deliverables

Document/Action	Responsible Party:	Delivery Date
Delivery of Service Volume Description Document (SVDD)	Aireon / CAAP	Within two (2) months of SOW execution
Configure and install VPN equipment	Aireon / Aireon's third-party representative	Within two (2) months of SOW execution
Check-out of VPN equipment and connection	Aireon / CAAP	Within two (2) months of SOW execution
Begin delivery of Pre-Operational Data	Aireon	Within two (2) months of SOW execution

3.2.7 Phase 2a Exit Criteria

- Installation of VPN complete and outputs connected to CAAP network.

Any Data provided by Aireon to CAAP during this Phase 2a is not for operational use and may not be relied on by CAAP or provided by CAAP to any third party for any purpose, other than installation, configuration, and testing.

3.3 PHASE 2B - SERVICE ACCEPTANCE

3.3.1 Phase 2b Description

Period of Performance: It is intended that Phase 2 will begin in Q4, 2024 and will be completed in Q3, 2025.

General Description of Services: Phase 2 pertains to the installation of the Service Delivery Point equipment; provision of the Aireon cloud-based service monitoring; provision of computer-based training that supports maintaining the SDP equipment and operating the cloud-based service monitoring; and service acceptance testing. The SDP will be installed at the Manila Air Traffic Control Center and will be maintained by Aireon and its third-party representatives.

Aireon shall establish and provision one telecommunications line from Aireon's facility to the SDP location. CAAP shall provision one telecommunications connection via the ICAO CRV Network.

Upon completion of the SDP establishment, Aireon shall perform the Implementation Service Acceptance Test. Testing will be performed by Aireon and witnessed by CAAP to verify that the SDP equipment and Data Services offered by Aireon within the CAAP Service Volume that is being accepted is completely installed, optimized and ready to proceed with CAAP's operational activities. Under this Phase:

- A test plan will be provided by Aireon. This document outlines the test approach and at a minimum will include:

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- An overview of testing strategy for verifying the performance requirements
- Definition of the test methods and test events (and acceptable outcomes) for each requirement; and
- Test schedule and resource allocation (for both Aireon and CAAP)
- Test procedures will be provided by Aireon. These test procedures will be in a document that outlines the test procedures for each portion of the test effort. These test procedures will contain a description of the test, procedural steps, and success criteria (the "Test Procedures").
- Aireon will update the Service Volume Description Document, based on any agreed configuration changes between the Parties, as required.
- Aireon will deliver a test report at the conclusion of the ISAT test effort. This test report will provide the results of the operational testing, problem trouble reports, any requalification/regression test efforts, and the results of any subsequent analysis. It will also reference the "as run" procedures, conduct logs, and pre- and post-briefings.

Following conclusion of ISAT, Aireon will deliver the Customer Service Handbook and Service Sustainment Document to CAAP

Any Data provided by Aireon to CAAP during this Phase 2b is not for operational use and may not be relied on by CAAP or provided by CAAP to any third party for any purpose, other than installation, configuration, and testing.

3.3.2 Phase 2b Entry Criteria

- Successful completion of Phase 1 deliverables by the Parties; and
- Aireon confirms latest version of the ICD document.

3.3.3 Aireon Obligations

- Aireon shall:
 - Configure the SDP equipment hardware;
 - Oversee the third-party representative installation of the SDP equipment at the CAAP facilities;
 - Establish telecommunications at the customer facilities;
 - Provide ISAT plans and procedures to CAAP;
 - Provide computer-based training materials that supports SDP maintenance and cloud-based service monitoring operations for CAAP;
 - Provide installation design information that includes equipment footprints, rack layouts, cabling connections, and power consumption information for equipment; and
 - Establish 24-7 help desk and provide customer inquiry ticket tracking capability

3.3.4 CAAP Obligations

- CAAP shall:

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- Support telecommunications installation and ISAT by providing access and escort for Aireon or its representatives to CAAP's facilities;
- Connect SDP to the CAAP network;
- Provide appropriate staff to participate in training by Aireon; and
- Deliver training to CAAP personnel (engineering and ATCO) related to the integration of the Aireon data feed

3.3.5 Joint Obligations

- CAAP and Aireon shall:
 - Finalize the SVDD;
 - Collaborate fall-back / failover testing of the SDP; and
 - Verify all parameters / performance requirements being met.

3.3.6 Deliverables

Document/Action	Responsible Party:	Status of Completion or Completion Date
SDP Installation Documentation	Aireon	Within two (2) months of SOW execution
Delivery of Computer-based Training	Aireon	Within two (2) months of SOW execution
Installation of SDP equipment	Aireon's third-party representative	Within five (5) months of SOW execution
Configuration of the SDP equipment	Aireon	Within five (5) months of SOW execution
Delivery of Service Volume Description Document ("SVDD")	Aireon	Within five (5) months of SOW execution
Telecommunications lines established	Aireon	Within seven (7) months of SOW execution
Delivery of cloud-based service monitoring	Aireon	Within seven (7) months of SOW execution
Delivery of VRTM	Aireon	Within seven (7) months of SOW execution

AIREON PROPRIETARY INFORMATION

Document/Action	Responsible Party:	Status of Completion or Completion Date
Delivery of ISAT Test Plan	Aireon	Within seven (7) months of SOW execution
Delivery of ISAT Test Procedures	Aireon	Within eight (8) months of SOW execution
Conduct ISAT test as provided in the ISAT Test Plan following the ISAT Test Procedures	Aireon / CAAP	Within nine (9) months of SOW execution
Delivery of Customer Service Handbook and Service Sustainment Document	Aireon	Upon completion of ISAT
Delivery of ISAT Test Report	Aireon	Two (2) weeks after completion of ISAT

3.3.7 Phase Exit Criteria

- Completion of ISAT in accordance with the ISAT Test Procedures;
- Delivery of ISAT documentation in the form of a VRTM, test reports, and any corrective action plans; and
- Delivery of the following deliverables and review and acceptance by CAAP following the Document Acceptance Process set forth in Section 3.4 that such deliverables are consistent with the provisions of Attachment B (Test): ISAT Test Report.

Phase 3 will only commence when the above Phase 2 exit criteria have been satisfied.

3.4 PHASE 3 – OPERATIONAL DATA SERVICES

3.4.1 Phase Description

Period of Performance: Date of receipt of order through expiration or termination of the Agreement.

General Description of Services: Aireon will deliver operational Data Services for the CAAP Flight Information Regions ("FIRs") to the Service Delivery Point for operational use in accordance with the Service Level Agreement and Service Definition Document for which Aireon shall be paid the Data Service Fee(s) set forth in Exhibit B (Pricing). Subject to the SLA, once the Data is delivered to a Service Delivery Point, the Data shall be deemed accepted by CAAP. Aireon will provide CAAP with operational performance reports in accordance with the Service Level Agreement.

3.4.2 Phase Entry Criteria

- Successful completion of Phase 2 exit criteria; and
- Jointly update SVDD, if required.

3.4.3 Aireon Obligations

- Aireon shall:
 - Provide Data Services in accordance with the Service Level Agreement;
 - Continue to provide telecommunications line(s) to the SDP location(s); and
 - Deliver updates to the Aireon Safety Documentation Package, as required.

3.4.4 CAAP Obligations

- CAAP shall:
 - Support ongoing SDP maintenance by providing access and escort for Aireon or its representatives to CAAP's facilities.

3.4.5 Joint Obligations

- CAAP and Aireon shall:
 - Jointly update SVDD, if needed.

3.4.6 Deliverables

Document/Action	Performed By:	Completion Date
Delivery of Operational Data	Aireon	TBD on activation of Phase 3
Monthly Performance Data Report	Aireon	Once per month during the duration of Phase 3
Updated Aireon Safety Documentation Package	Aireon	As required

3.4.7 Phase Exit Criteria

- N/A

3.5 DOCUMENT ACCEPTANCE PROCESS

For Data Services provided by Aireon, all acceptance criteria, testing, and final acceptance shall be conducted in accordance with the ISAT Test Plan and ISAT Test Procedures.

For all other deliverables identified in this SOW as being subject to this Document Acceptance Process, any such deliverable will be subject to review, verification, and testing by CAAP to determine compliance with the applicable requirements or specification set out in this Exhibit C, as the case may be, within ten (10) days after the receipt of such deliverable ("Test Period"). CAAP must accept or reject the deliverable prior to the end of the Test Period. CAAP will accept the deliverable and notify Aireon of its acceptance in writing (which communication may be via email), if the deliverable materially complies with the applicable requirements or specifications for such deliverable as noted in this SOW. If the deliverable does not materially comply with the applicable requirements or specifications for such deliverable set out in this Exhibit C, CAAP may reject such deliverable by written notice to Aireon. Such

AIREON PROPRIETARY INFORMATION

notice will set out CAAP's specific reasons for rejecting the deliverable, and will specifically identify the applicable requirements or specifications that the deliverable does not meet ("deficiencies"). For clarity, the deliverable shall be deemed to have met any specification or requirement not identified as a deficiency in the notice of rejection. Upon receipt of such notice of rejection from CAAP, Aireon shall have five (5) days to correct the deficiencies identified by CAAP in the notice of rejection, and provide CAAP with a corrected deliverable. Upon delivery of the corrected deliverable, CAAP will have a new Test Period of five (5) days to review, verify, and test the corrected deliverable, and CAAP shall notify Aireon within that new Test Period whether it accepts or rejects the corrected deliverable. If the corrected deliverable is substantially free from all material deficiencies identified by CAAP in its notice of rejection, the corrected deliverable shall be accepted and CAAP shall notify Aireon in writing of such acceptance within the new Test Period. If the corrected deliverable is not substantially free from all material deficiencies identified by CAAP in the notice of rejection, CAAP shall reject the corrected deliverable by notice to Aireon in writing within the new Test Period, and the Parties shall engage in the Dispute Resolution Procedure set forth in Section 18.4 of the Data Services Agreement. The foregoing procedure shall be the "Document Acceptance Process."

If CAAP fails to explicitly reject a deliverable in accordance with the Document Acceptance Process during any Test Period (as extended for rejected deliverables) as set forth above, then such deliverable shall be deemed accepted by CAAP.

Extensions to the review period may be mutually agreed to by both Parties, if required.

Any deliverable, milestone, or documentation not explicitly subject to review by CAAP based on applicable requirements or specification specified in this Exhibit C or the ISAT Test Plan shall be deemed accepted by CAAP upon delivery by Aireon.

Exhibit D
to
AIREON CONTRACT No. AIR-__-____
SERVICE LEVEL AGREEMENT AND TECHNICAL SUPPORT

Between
Civil Aviation Authority of the Philippines (CAAP) and
Aireon LLC
for the
Provision of ADS-B Surveillance Data Services

1 INTRODUCTION

This Service Level Agreement and Technical Support exhibit details the Service Levels applicable to the provision of Data Services by, and related Aireon's Technical Support Services of Aireon to the Civil Aviation Authority of the Philippines ("CAAP"). This Exhibit D is part of the Data Services Agreement between the Parties dated _____ (the "Agreement").




2 SLA SCOPE

This Section 2 specifies the Service Level agreement for the Data Services provided by Aireon to CAAP as summarised below:

- Data Services: the Aireon Global Interface Control Document ("ICD") and Service Volume Description Document ("SVDD") enable the following performance metrics:
- **CAAP_Aireon001:** Service Volume Availability of $\geq 99.9\%$ in accordance with the ICAO Global Operational Data Link Document (GOLD) as set forth in the RSP Specification, Appendix C, Table C-3
- **CAAP_Aireon002:** Latency $\leq 1.5s$ (99th percentile) for the standard event-driven configuration in accordance with the EUROCONTROL Safety & Performance Requirements Document for a Generic Surveillance System Support Air Traffic Control Services (GEN-SUR SPR VOLUME 1) as set forth in Section 3.7.3.1.5 (SUR Sensor) SPR 9 and Table 33]
- **CAAP_Aireon003:** Probability of Update $\geq 96\%$ for an Update Interval of 8 seconds in accordance with the EUROCAE Technical Specification for an 1090 MHz Extended Squitter ADS-B Ground System, ED-129B; as set forth in Section 3.3.1.1 [Probability of Update (PU) Requirement – See REQ 17 and Table 3, Row #1 (Low Density En Route)]

3 ACCOUNTABILITIES & RESPONSIBILITIES

Key personnel and communication paths for Service Level management are identified below:

CAAP		Aireon	Role
Chief, Air Navigation Service		Aireon Technical Support Desk	Maintains day-to-day Service continuity on a 24/7/365 basis
Chief, Air Navigation Service		Aireon Senior Director of Safety Assurance and Service Operations	Manages and integrates Service personnel, policies, procedures, and processes
Chief, Air Navigation Service		Aireon Vice President of Engineering	Proactively manages coordination of long-term mitigations to ensure Services meet or exceed customer requirements

In the event that CAAP has concerns over the Services being provided, CAAP may escalate such concerns by contacting the next respective manager in the above table until such concerns are resolved. Contact information is provided in Appendix B (Contact List).

4 DEFINITIONS

Terms with initial capital letters not defined in this Exhibit D are defined in the Agreement or Statement of Work.

Corrective Maintenance – means the maintenance of an unscheduled nature required to restore the Degraded Service. Any such Corrective Maintenance must be communicated to CAAP as soon as practical to allow for impact assessment to the air traffic control operations.

Data Categories – are the ASTERIX CAT 021, 023, and 025 radar data formats for ADS-B data that Aireon will provide to the Service Delivery Point. These Data Category formats are defined as follows:

- CAT 021 are the ADS-B target report messages
- CAT 023 are Service Volume status reports
- CAT 025 are Service and system status reports

The CAT 023 and 025 reports provide overall health of the Aireon Data Services for a Service Volume and is used as a means of informing CAAP and the Aireon technical support desk of Service status states and Operational Service modes. The system service state can be "running," "failed," or "degraded" and the operational service modes can be "operational," "operational standby," or "maintenance."

Degraded Service – means the state of the Data Service when the Aireon system is operational, but may no longer be redundant. For clarity, Degraded Service will not have impact on the Data Service, but indicates that a redundant unit may not be available as a backup.

Hours of Service Support – means the 24-hours per day / 7-days per week support provided by Aireon.

Incident - means the mechanism used to identify, categorize, and track any issues regarding the Service.

Latency – means the amount of time it takes to deliver ADS-B data from the input of the Aireon Space-based receiver to the output of the Service Delivery Point equipment, corresponding to the processing and communication durations. [As set forth in EUROCONTROL Safety & Performance Requirements Document for a Generic Surveillance System Support Air Traffic Control Services ("GEN-SUR SPR")]. The Latency Technical Performance Measure is subject to the following performance constraints:

- Avionics compliant with RTCA DO-260B/EUROCAE ED-102A and all previous versions
- Top mounted and omnidirectional in azimuth ADS-B antenna
- ADS-B transponder equipage class (transmit power class) of A1, B1 or higher – Minimum 125W at the antenna

Mandatory Occurrence Report (MOR) – means the report used by the ANSP to alert the National Supervisory Authority or Civil Aviation Authority to hazardous occurrences related to aircraft and/or the equipment used to provide air traffic services.

The Aireon Hazard Tracking database will meet the requirements of EU Regulation 376-2014 and will be verified as a part of Aireon's European Union Aviation Safety Agency ("EASA") certification process.

Operational Services – means Data Services provided by Aireon on a real time, 24 hours per day basis in relation to the direct provision of the air traffic services provided by CAAP.

Planned Maintenance – means all maintenance to the SDP and Data Services that is formally scheduled or routine. It defines any coordinated maintenance activity required to maintain the Service Level to CAAP. Planned Maintenance must be communicated to and agreed to by CAAP at least 72 hours prior to commencement.

Probability of Update - means the probability that at least one ADS-B target report was received at the Service Delivery Point within a required period of time. The required period of time for this Update Interval is relative to an aircraft separation standard applicable to the Service Volume airspace. The Probability of Update Technical Performance Measure is subject to the following performance constraints:

- Avionics compliant with RTCA DO-260B/EUROCAE ED-102A and all previous versions
- Top mounted and omnidirectional in azimuth ADS-B antenna
- ADS-B transponder equipage class (transmit power class) of A1, B1 or higher – Minimum 125W at the antenna

Service Volume Availability – means the percentage availability target (99.9%) for the Data Services over a calendar monthly period. Degraded Services and downtime requested by CAAP are not considered to affect Service Volume Availability figures. Service volume availability can be affected by deficient latency or update interval performance. An example of how availability is calculated is included in Appendix A hereto. Availability is measured up to and including the SDP.

Technical Performance Measure – means the technical goals for Service Volume Availability, Latency and Probability of Update identified in Section 2.

5 OPERATIONAL SERVICES

5.1 Service Management Principles

5.1.1 Aireon Service Management

Aireon will undertake the following key Service management principles to provide Data Services:

- Achieve service level availability at the agreed Service Volume Availability Technical Performance Measure level.
- Develop the capacity to meet current and forecast Service requirements in a timely and cost-effective manner.
- Perform management reviews to identify opportunities for improvement.
- Analyze Service report data to manage effectiveness.
- Monitor Services and report on Service performance.
- Operate in accordance with the Aireon Security Plan.
- Provide lifecycle support for licensed software.

5.1.2 CAAP Service Management

CAAP will work with Aireon to jointly provide Data Services that meet CAAP's safety, availability, and business requirements. CAAP will provide and maintain a technical infrastructure, including all necessary hardware and software, in a manner specified by Aireon as sufficient for CAAP to receive Data Services from Aireon at the SDP, in accordance with this Service Level Agreement and pursuant to Data transmission protocols as determined in accordance with the Initial Statement of Work.

5.2 Service Delivery

5.2.1 Fault/Problem Reporting

Faults, problems, and/or unexpected behaviours of the Service suspected to be related to the Aireon Network should be directed to the Aireon technical support desk and documented with an Incident.

5.2.2 Fault/Problem Management

CAAP will deploy appropriate resources to investigate, identify the source, and promptly resolve all reported faults or problems within the Customer Network Segment (including those in respect of MORs raised by air traffic control), and will provide reasonable assistance in the resolution of any faults or problems within the Aireon Network Segment. CAAP will manage this process throughout the investigation but at times CAAP may deploy other resources to contact Aireon directly to assist in the restoration process.

For identified Incidents regarding the Service delivery, the Parties shall use the priority categorization table in Section 7.

5.2.3 Facility Interruptions

Aireon will use commercially reasonable efforts to plan and coordinate any activities that will cause interruptions to the Data Services to minimize disruptions to the CAAP facility. All Planned Maintenance will be notified to CAAP at least 72 hours' notice prior to initiating, if reasonably practicable. In any case, Aireon will endeavour to provide as much notice as practicable.

Aireon will take into consideration CAAP's reasonable requests for changes to any Planned Maintenance; however, Aireon shall continue to have executive control over the facilities and outage approvals.

A Degraded Service shall be retained in times of Planned Maintenance to minimize or avoid any effect of the Data Service provision to air traffic control.

6 TECHNICAL SUPPORT SERVICES

Aireon Technical Support Services are provided 24-hours per day / 7-days per week. The following are the Technical Support Services response requirements:

- **CAAP_Aireon004:** The response time for technical support shall be two hours, to be measured from the time that the incident was reported to the Aireon technical support desk being requested to respond (i.e. not from the actual time of the failure) to the time when CAAP is advised of the action being taken to restore the Service and an estimated restoration time, in each case as recorded by Aireon.
- **CAAP_Aireon005:** Incident adjudication time from reporting to fix:
 - Critical: Response time from reporting to fix is a maximum of 24 hours
 - Major: Response time from reporting to fix is a maximum of 7 days
 - Minor: Response time from reporting to fix will be coordinated with CAAP scheduled Service updates

6.1 Issue Reporting

Issues relating to the delivery of Technical Support Services should be directed to the Aireon Vice President of Engineering and documented with an Incident.

6.2 Issue Management

Aireon will deploy appropriate resources to investigate and resolve all reported issues with technical support and may contact CAAP for assistance in resolving the reported issue.

For identified issues regarding the Technical Support Services, CAAP and Aireon shall use the priority categorisation table in Section 7 to resolve the issues.

7 PROBLEM TROUBLE REPORT INVESTIGATIONS

Incidents will be examined on a case-by-case basis in order to avoid or minimize any significant impact to CAAP operations.

Aireon will investigate Incidents upon a) discovery by Aireon or b) receiving a formal notice from CAAP to determine if system enhancements are required. In order to resolve Incidents through system enhancements, Aireon may initiate the change control process set forth in the Agreement.

The results of each investigation shall be notified to CAAP immediately upon completion via phone and followed up with a formal investigation report.

Incidents recorded on the Operational Service are prioritised according to the following table:

<i>Priority Level</i>	<i>Rationale</i>
Critical Response time from reporting to fix is a maximum of 24 hours	This Incident must be fixed and implemented in an emergency build as soon as possible. This maps directly to a severity of SAFETY or INTEGRITY
Major Response time from reporting to fix is a maximum of 7 days	This Incident will be fixed and implemented in the next planned operational build. This maps directly to a severity of SERVICE or EFFICIENCY
Minor Response time from reporting to fix will be coordinated with CAAP scheduled Service updates	This Incident may not be fixed at this point in time but may be reconsidered at a later date. This maps directly to a severity of NUISANCE or LOW

All Incidents and the outcome of investigations shall be reported to CAAP. At the time that the outcome of investigations is reviewed, the Parties shall agree to the following;

- any actions required to address the outcomes
- the owner of the agreed actions
- timeframes for completion of the actions

Aireon shall keep, maintain and update a register of all Incidents and both Parties shall review action progress, underlying trends and any further actions required.

8 QUALITY REQUIREMENTS

Routine SLA measurements of the Service will be undertaken and reported every month by Aireon's support team with ad-hoc measurements taken in the event of changes or maintenance issues in the intervening period. If Aireon determines that a Technical Performance Measure is outside the defined range of values, Aireon working in conjunction with CAAP will use the Incident process as appropriate to investigate the anomaly and will remediate such failed Technical Performance Measure.

If Aireon reports to CAAP that Aireon has failed to meet the Service Volume Availability Technical Performance Measure, which can be affected by deficient latency or update interval performance, for more than three (3) consecutive months in a CAAP Service Volume, then Aireon will submit to CAAP a remediation plan within thirty (30) days after conclusion of such three (3) consecutive months. Such remediation plan will address how Aireon will remediate and reinstate the Data Services to meet the Service Volume Availability Technical Performance Measure within a period specified in such plan for such affected Service Volume(s). Aireon's obligation to meet the Technical Performance Measures will be suspended until the agreed remediation plan has been implemented and Aireon has provided confirmation to CAAP that the Service Volume Availability Technical Performance Measure can be achieved.

Aireon is responsible for meeting the quality requirements as defined herein. CAAP is responsible for confirming that the reporting and any corrective action is met.

9 OBLIGATIONS

CAAP shall do the following:

- CAAP will have access to cloud-based Aireon service monitoring. This will provide CAAP with visibility of Degraded Service. Upon detection, it will indicate a failure and will provide continuous, and on CAAP request event driven, updates and/or incident reports.
- In consultation with Aireon, CAAP will agree on a program of work and any constraints that may affect the program.
- After Aireon coordinates a need for SDP maintenance with CAAP, CAAP shall release the SDP equipment from Operational Service at the date and time agreed, noting that the need for out-of-hours working should be minimized. If, for operational reasons, this schedule cannot be kept, then the maximum possible notice of cancellation shall be given.
- CAAP will inform Aireon promptly of any difficulties with the provided Service and confirm service restoration in a timely manner.
- CAAP will inform Aireon promptly of any changes in requirement of the Service provided in accordance with the change control process set forth in the Agreement.
- Access arrangements (including necessary security passes or clearance) for Aireon (or its representatives) will be made by the appropriate CAAP representative, provided reasonable notice is given.
- When requested, CAAP shall arrange for Aireon (or its representatives) to have access to equipment, providing that at least 72 hours' notice is normally given.
- When requested, CAAP shall respond to requests for engineering action by Aireon's engineers to assist in fault diagnosis and Service restoration. Call-out shall be invoked by CAAP following consideration of the impact of the technical issue.

10 PERFORMANCE REVIEW

Aireon's performance of the Data Services will be monitored and informally reviewed on at least a 6-month basis to be scheduled as agreed by the Parties and to avoid unreasonable interruption on Aireon's operations. The content of each performance review meeting should be agreed between the named points of contact.

Aireon shall provide a monthly report to CAAP detailing at least:

- Availability, over current month and accumulated for year totals and measure against requirements.

- Volumetrics of messages delivered and respective Probability of Update
- Details of all 'delayed' messages and rationale (Latency)
- Details of any corrective / planned maintenance activities that impacted the Data Service
- Response times for incidents reported to the Aireon technical support desk

11 CHANGE & REVIEW PROCESS

All changes to the main body of this Exhibit D, which shall be the subject of an annual review between the Parties, require a review and any agreed changes must be executed by the parties to this Agreement as an amendment to be effective. The annual review shall consider, as a minimum, any changes to the requirements, non-compliance, escalated situations and any contract or process issues.

APPENDIX A – SERVICE VOLUME AVAILABILITY EXAMPLE

The Aireon Service Volume Availability Technical Performance Measure will be calculated using this formula:

$$A_{SV} = \beta / N$$

Where:

A_{SV} = Service Volume Availability;

β = actual daily system operational uptime derived from the ASTERIX CAT 025 Service and System Status Report counts at the SDP; and

N = expected operational system time which is a constant daily value set at 17,280 counts. This value is the total number of 5 second intervals in one day.

To illustrate this calculation, the following table highlights the system operational uptime from a sample day:

Operational Mode	Status Report	Counts
Operational	Running	10000
Operational	Degraded	380
Standby	Running	6500
Standby	Degraded	360
	Total	17240

Therefore, the Service Volume Availability on this sample day equals $17,240 / 17,280$ or 99.768%. The 17,240 status message counts translates into 86,200 seconds of uptime out of 86,400 seconds, or a 200 second outage for this day.

APPENDIX B – CONTACT LIST

Role	Name	Telephone	Email
CAAP			
Chief, Air Navigation Service	Gary M. Jadie	+632 8246 4988 loc 2182	ans_chief@caap.gov.ph
Aircon			
Technical Support Desk	24/7 Support	+1.703.775.2795	support@aircon.com
Senior Director, Safety Assurance and Service Operations	Sinead McCloskey	+39-379-2248131	sinead.mccloskey@aircon.com
Vice President of Engineering	Vincent Capezzuto	+1.571.401.1201	vincnt.capezzuto@aircon.com
Director, Legal Affairs	Sarah Daly	+1.571.401.1401	sarah.daly@aircon.com
Customer Service Manager	James Saunders	+1.571.395.1886	james.saunders@aircon.com