

Sigilo
Ostensivo

Canal
DD

Precedência	
Ação	Info
ROTINA	ROTINA

Data-Hora
R012020Z/FEV/2024



De: AENAUT

Para: ABASTC, NAVUSA

Info:

Assunto: SE PV43000-2024-00002

Texto: SE PV43000-2024-00002

ALFA - DAbM:

UNO - PTC que o processo de contratação direta por inelegibilidade do acesso à plataforma da empresa "Rockwell Collins" para atualização do banco de dados teve início em 2023, porém foi analisado pela CJACM em 2024. Desta forma, não foi possível tramitar a SE PV43000-2023-00004, que, CFM orientação, permaneceu no status Em Elaboração (ELB);

DOIS - Em face do exposto, PTC tramitada a SE PV43000-2024-00002 em SBT à anterior e incluído na aba "anexos" o Processo Administrativo nº 63003.002688/2023-57 digitalizado; e

TRÊS - CNS PSB analisar a REF SE e ENC para a CNE.

BRAVO - CNBW: De modo a permitir a continuidade da operação IFR do EsqdHS-1 e devido ao atual acesso ao banco de dados expirar em 16FEV, SOL emitir OC até 09FEV BT

Observações:

Trâmite: MSG; 32; ARQ

Para
Conhecimento: 313; 01; 30; 322; 323

Ciente: 323

Distribuição: Não

Data de Entrada	Exige Providência?	Data da Solicitação	Prazo	Ação
05/02/2024	Sim	05/02/2024	09/02/2024	32

Situação
Em Trâmite

Atual
32

Próximo
ARQ

Nº Controle
NAVUSA-
MR-2024/02-00279

EM BRANCO

**BRAZILIAN NAVAL COMMISSION IN WASHINGTON**

5130 MacArthur BLVD., N.W. - Washington, D.C.

20016-3344

Telephone: (202) 244-3950 Option 9 Extension 331



Número PV43000-2024-00002	Extensão 00	Status TRI	Substatus -	Prioridade 5
Data Elaboração 02/01/2024	Responsável gleice	Tipo Licitação L - Licitação	SJ	OMD 43000
				OMC 43000

Quantidade e Preço				Qtd. Pedida	2.00
Valor Total	16,380.00	Preço Unitário	8,190.00	Qtd. Comprada	0.00
Unidade	EA	Preço FEDLOG		Qtd. Faturada	0.00
		Preço Contrato		Qtd. Embarcada	0.00
				Qtd. Recebida	0.00

Classe

Item /null

Situação	Nome do Codemp	Codemp	Part Number
Principal	ROCKWELL COLLINS, INC. IDIV COLLINS AEROSPACE	0EFD0	
00000000	Cognizance Symbol		

Dados**Informações Adicionais do Pedido**

Lote	CAM
Sequencial Rec. SINGRA	Equipamento
Data Rec. SINGRA	Modelo
Fonte de Obtenção	Serial Number
RECIM	fabiano.gomes@marinha. Equipagem
Meio Lic. P/Exportação	DIRETORIA DE AERONÁUTICA DA MARINHA
Observações	Renovação direta do acesso ao site da Rockwell Collins para atualização de dados de voo para navegação das aeronaves SH-16 da Marinha do Brasil, por um período de doze meses, junto à empresa Collins Aerospace. SE emitida por SOL da Gerência das Aeronaves SH-16.

SE PV43000-2024-00002 ELB em substituição a SE PV43000-2023-0004.

Dados Financeiros

Natureza Despesa		Ano	Ano Anterior	Total
Destaque Crédito	339039.01 --	Reservado	0.00	0.00
UGE	70200	Compromissado	0.00	0.00
Recurso EMGEPRON	Nível 20	Pago	0.00	0.00

EM BRANCO



DIÁRIO OFICIAL DA UNIÃO - Seção 3

ISSN 1677-7069

Nº 24, sexta-feira, 2 de fevereiro de 2024

HOSPITAL NAVAL DE NATAL

EXTRATO DE TERMO ADITIVO Nº 6/2021 - UASG 783701

Numero do Contrato: 83701/2021-006-00. N Processo: 63064.001083/2021-62. Pregão. N 2/2019. Contratante: HOSPITAL NAVAL DE NATAL. Contratado: 00.948.060/0001-30. INSTRUCON COMERCIO E SERVIÇOS DE REFRIGERAÇÃO LTDA. Objeto: Registrar a terceira prorrogação da contratação de serviço de instalação e manutenção de aparelhos ar condicionados. Vigência: 27/01/2024 a 26/01/2025. Valor Total Atualizado do Contrato: R\$ 592.423,19 (quinhentos e noventa e dois mil, quatrocentos e vinte e três reais e dezenove centavos).

6º DISTRITO NAVAL

CENTRO DE INTENDÊNCIA DA MARINHA EM LADÁRIO

AVISO DE LICITAÇÃO
CONCORRÊNCIA Nº 90045/2024 - UASG 786810

Nº Processo: 63348001665202324. Objeto: Contratação de obra de engenharia para a construção de um paiol para o Centro de Intendência da Marinha em Ladário (CeIMLa) na Sede de Apoio ao Comando do Sexto Distrito Naval (Com6ºDN), em Campo Grande - MS, situado na Rua Brasília, Lote 9-A, Bairro Jardim Imã conforme condições, quantidades e exigências estabelecidas neste Edital e seus anexos. Total de Itens Licitados: 1. Edital: 02/02/2024 das 10h00 às 12h00 e das 14h00 às 17h00. Endereço: Avenida 14 de Março, S/nº - Centro, Centro - Ladário/MS ou https://www.gov.br/compras/edital/786810-3-90045-2024. Entrega das Propostas: a partir de 02/02/2024 às 10h00 no site www.gov.br/compras. Abertura das Propostas: 22/02/2024 às 10h00 no site www.gov.br/compras. Informações Gerais: Atenção para o preenchimento das propostas conforme a descrição dos itens constantes no apêndice III do anexo A do referido edital.

OSMAR DA SILVA JUNIOR
Ordenador de Despesas

(SIASGnet - 31/01/2024) 786810-00001-2024NE000001

7º DISTRITO NAVAL

HOSPITAL NAVAL DE BRASÍLIA

EXTRATO DE CONTRATO

Contrato n 87700/2024-05/00; Contratado: CLARO S.A., CNPJ: 40.432.544/0001-47; Processo Administrativo n 63060.010655/2023-04, do Termo de Inexigibilidade n 7/2023. OBJETO: contratação de solução de tecnologia da informação e comunicação de rede para Hospital Naval de Brasília; valor total contratado: R\$ 354.984,72. VIGENCIA: 29/01/2024 a 29/01/2029.

EXTRATO DE INEXIGIBILIDADE DE LICITAÇÃO Nº 7/2023

Processo Administrativo n 63060.010655/2023-04, Objeto: contratação de solução de tecnologia da informação e comunicação de rede para Hospital Naval de Brasília. Tal ocorrência adequa-se ao disposto no art. 74, inciso I, da Lei n 14.133/21. Ordenadora de Despesas: STELLA TAYLOR PORTELLA. Termo de Aprovação em 27/10/2023. Valor Global: R\$ 354.984,72. Empresa: CLARO S.A., CNPJ: 40.432.544/0001-47.

DIRETORIA-GERAL DE DESENVOLVIMENTO NUCLEAR E TECNOLÓGICO DA MARINHA

CENTRO TECNOLÓGICO DA MARINHA EM SÃO PAULO

CENTRO DE INTENDÊNCIA TECNOLÓGICA DA MARINHA EM SÃO PAULO

RESULTADO DE JULGAMENTO
CONCORRÊNCIA Nº 71/2023

Empresa homologada: SOROCROMO REVESTIMENTOS DE SOROCABA LTDA. CNPJ 02.440.699/0001-36. Valor da proposta: R\$ 2.453.294,75.

CMG (IM) ANDERSON CHAVES DA SILVA
Ordenador de Despesas

(SIDE - 01/02/2024) 742050-00001-2024NE000001

AVISO DE LICITAÇÃO

PREGÃO ELETRÔNICO Nº 90004/2024 - UASG 742050

Nº Processo: 63230004723202399. Objeto: Contratação de serviço continuado de empresa especializada para prestação de serviço de seguro total de veículo, com proteção contra danos materiais resultados de sinistro de roubo, furto, colisão, incêndio, danos causados pela natureza e assistência 24 horas.. Total de Itens Licitados: 140. Edital: 02/02/2024 das 09h00 às 16h00. Endereço: Av. Professor Lineu Prestes, Cidade Universitária - São Paulo/SP ou https://www.gov.br/compras/edital/742050-5-90004-2024. Entrega das Propostas: a partir de 02/02/2024 às 09h00 no site www.gov.br/compras. Abertura das Propostas: 21/02/2024 às 09h00 no site www.gov.br/compras. Informações Gerais: Divergências entre as descrições do CATSER e do Termo de Referência - TR, prevalecerão as do TR.

ANDERSON CHAVES DA SILVA
Ordenador de Despesa

(SIASGnet - 01/02/2024) 742050-00001-2024NE123456

DIRETORIA-GERAL DO MATERIAL

DIRETORIA DE AERONÁUTICA

EXTRATO DE INEXIGIBILIDADE DE LICITAÇÃO

Termo de Justificativa de Inexigibilidade- nº 03/2023
NUP: 63003.002688/2023-57. Objeto: Termo de Justificativa de Inexigibilidade de Licitação (TJIL) nº 03/2023; Contratante: Diretoria de Aeronáutica da Marinha; Contratada: Rockwell Collins, INC.; Objeto: Contratação de acesso ao banco de dados Jeppesen das aeronaves SH-16, por um período de 12 meses; Fundamento legal: Artigos 4º, § 5 e 2º, caput, da Portaria GM-MD 5.175/2021. Valor: USD 16.380,00 (dezesseis mil, trezentos e oitenta dólares americanos); Inexigibilidade aprovada em 31/01/2024 pelo Capitão de Mar e Guerra Bruno Tadeu Villela, Ordenador de Despesas, e ratificada em 31/01/2024 pelo Contra-Almirante Sérgio Blanco Ozório, Diretor.

MARCELO DALLA LANA
Ordenador de Despesas

(SIASGnet - 01/02/2024) 771000-00001-2024NE000070

DIRETORIA DE SISTEMAS DE ARMAS

EXTRATO DE INEXIGIBILIDADE DE LICITAÇÃO

Processo 63435.005642/2023-18. Termo de Justificativa de Inexigibilidade 05/2023. Contratada: RWM Schweiz AG, Fundamento Legal: Art 74.I da Lei 14.133/2021 combinado com Art. 29, I da Portaria GM-MD 5.175/2021. Objeto: Aquisição de munição para o canhão KCE-30/ABM Revolver Cannon, fabricado pela Rheinmetall. Valor: CHE 3 803 184,80. Reconhecimento: Capitão de Mar e Guerra ROGERIO BRASIL DE CARVALHO, Ordenador de Despesas. Ratificação: Contra-Almirante CARLOS HENRIQUE DE LIMA ZAMPIERI, Diretor de Sistemas de Armas da Marinha. Data de Assinatura: 29/01/2024.

DIRETORIA-GERAL DO PESSOAL DA MARINHA

DIRETORIA DE SAÚDE

CENTRO LOGÍSTICO DE SAÚDE

LABORATÓRIO FARMACÊUTICO

EXTRATO DE CONTRATO Nº 3/2024 - UASG 765741

Nº Processo: 63071.003252/2023-71.
Pregão Nº 02/2023. Contratante: LABORATORIO FARMACEUTICO DA MARINHA. Contratado: 15.407.625/0001-40 - MARQUES COSTA & SILVA NETO LTDA. Objeto: Termo de contrato Nº 765741/2024-003/00, decorrente do Processo de Adesão Nº 765741-010/2023 ao Pregão Eletrônico (PE) SRP Nº 02/2023 (UASG: 443036), cujo objeto é a contratação de serviço comum de engenharia, por m2, para realização de manutenção predial nas edificações utilizadas pelo Laboratório Farmacêutico da Marinha. Fundamento Legal: Lei 10.520 / 2002 - Artigo: 1. Vigência: 30/01/2024 a 30/01/2025. Valor Total: R\$ 258.113,85. Data de Assinatura: 26/01/2024.

(COMPRASNET 4.0 - 01/02/2024).

CENTRO MÉDICO ASSISTENCIAL

EXTRATO DE COMODATO Nº 11/2023 - UASG 765700

Nº Processo: 65700/2023-011/00.
Pregão Nº 1/2023. Contratante: CENTRO MEDICO ASSISTENCIAL DA MARINHA. Contratado: 07.706.250/0001-90 - FSW PRODUTOS PARA SAUDE LTDA. Objeto: Comodato de equipamento apropriado, a ser disponibilizado, totalmente sem ônus, para a policlínica naval de niterói, para realização dos testes laboratoriais.
Fundamento Legal: Lei 10.520 / 2002 - Artigo: 1. Vigência: 21/11/2023 a 21/05/2025. Valor Total: R\$ 8.892,00. Data de Assinatura: 21/11/2023.

(COMPRASNET 4.0 - 30/01/2024).

EXTRATO DE TERMO ADITIVO Nº 4/2020 - UASG 765700

Número do Contrato: 1/2020.
Nº Processo: 63471.000189/2020-66.
Pregão Nº 5/2019. Contratante: CENTRO MEDICO ASSISTENCIAL DA MARINHA. Contratado: 02.558.157/0001-62 - TELEFONICA BRASIL S.A.. Objeto: Prorrogação de vigência contratual. Vigência: 05/02/2024 a 05/02/2025. Valor Total Atualizado do Contrato: R\$ 11.130,00. Data de Assinatura: 31/01/2024.

(COMPRASNET 4.0 - 31/01/2024).

HOSPITAL NAVAL MARCÍLIO DIAS

EXTRATO DE TERMO ADITIVO

NUP: 63148.003864/2019-13 Extrato do Termo Aditivo nº 65720/2020-002/05 CONTRATANTE: Hospital Naval Marcilio Dias - CNPJ nº 00.394.502/0148-70; CONTRATADA RAD SERVICOS ESPECIALIZADOS E COMERCIO LTDA; CNPJ: 20.203.886/0001-88; OBJETO: prorrogação do prazo de vigência, com alteração das Cláusulas Segunda - Vigência e Quarta - Dotação Orçamentária; VALOR TOTAL: R\$ 162.685,68 (cento e sessenta e dois mil seiscientos e oitenta e cinco reais e sessenta e oito centavos); PRAZO DE VIGENCIA: 06/02/2024 a 05/02/2025; Data da Assinatura: 29/01/2024.

EXTRATO DE TERMO ADITIVO

NUP: 63148.003775/2019-19 Extrato do Termo Aditivo nº 65720/2020-013/04 CONTRATANTE: Hospital Naval Marcilio Dias - CNPJ nº 00.394.502/0148-70; CONTRATADA RENAITEC INDUSTRIA, COMERCIO E SERVICOS LTDA; CNPJ: 29.341.468/0001-21; OBJETO: prorrogação do prazo de vigência em caráter excepcional, com alteração das Cláusulas Terceira - Vigência, Quinta - Dotação Orçamentária e Oitava - Garantia de Execução; VALOR TOTAL: R\$318.000,00 (trezentos e dezoto mil reais); PRAZO DE VIGENCIA: 03/02/2024 a 02/02/2025; Data da Assinatura: 01/02/2024.

EXTRATO DE TERMO ADITIVO Nº 1/2024 - UASG 765720

Número do Contrato: 1/2023.
Nº Processo: 63148.039701/2022-06.
Pregão. Nº 90/2022. Contratante: HOSPITAL NAVAL MARCILIO DIAS. Contratado: 22.015.712/0001-17 - MEDICAL ARMAZENAGEM LOGISTICA E DISTRIBUICAO LTDA. Objeto: Prorrogar o prazo da vigência do contrato nº 65720/2023-001/00, por 12 (doze) meses com alteração nos textos do contrato original das cláusulas terceira - vigência e quinta - dotação orçamentária e oitava - garantia de execução.. Vigência: 01/02/2024 a 01/02/2025. Valor Total Atualizado do Contrato: R\$ 176.153,76. Data de Assinatura: 29/01/2024.

(COMPRASNET 4.0 - 29/01/2024).

SECRETARIA-GERAL

DIRETORIA DE ABASTECIMENTO

AVISO DE LICITAÇÃO
PREGÃO ELETRÔNICO Nº 148/2023 - UASG 771000

Nº Processo: 63079003697202209. Objeto: Contratação de empresa especializada na prestação de serviços continuados de análises bromatológicas e microbiológicas específicas para gêneros alimentícios, a ser realizado por cinco profissionais de nível médio, com formação em técnico de alimentos, sendo um exercendo a função de supervisor, e com fornecimento de materiais e equipamento para a realização das análises, com a finalidade de certificar a qualidade e segurança dos gêneros alimentícios fornecidos pelo SABM. Total de Itens Licitados: 1. Edital: 02/02/2024 das 09h30 às 11h00 e das 13h30 às 15h30. Endereço: Pça Barão de Ladário S/nº Ed Alde Sesião Motta Centro RJ-4andar. Centro - Rio de Janeiro/RJ ou https://www.gov.br/compras/edital/771000-5-00148-2023. Entrega das Propostas: a partir de 02/02/2024 às 09h30 no site www.gov.br/compras. Abertura das Propostas: 20/02/2024 às 09h30 no site www.gov.br/compras. Informações Gerais: .

MARCELO DALLA LANA
Ordenador de Despesas

EM BRANCO



MARINHA DO BRASIL



DIRETORIA DE AERONÁUTICA DA MARINHA

70/023.14

63003.002217/2023-49

Rio de Janeiro, RJ, na data da assinatura.

ORDEM DE SERVIÇO Nº 70-4/2024

Assunto: Assunção e Manutenção de Função

Para conhecimento desta Diretoria e devidos fins, torno público o seguinte:

1. ASSUNÇÃO DE FUNÇÃO

Conforme preconizado no subitem 3.10 da OI nº 10-05E, desta Diretoria Especializada (DE) e de acordo com a alínea J, do inciso 2.2.1, da SGM-202 (Edição 2020), assumem as funções de Gerente de Ação Interna (AI) e Gerente de Crédito no Exterior (GCE) os militares abaixo mencionados:

- a) CF 99.1926.32 RAFAEL PEIXOTO DE CARVALHO
K.401.03 - Prevenção de Acidentes Aeronáuticos

- b) CC 02.1837.90 MATTHEUS BEZERRA OLIVEIRA
 - I) AI Y.3A9.EC - Obtenção de Aeronaves de Pequeno Porte para Emprego Geral;
 - II) AI Y.3A9.DI - Diárias de pessoal; e
 - II) AI Y.3A9.TI - Passagens e despesas de locomoção.

- c) CC 05.0048.37 DANILO MARTINS GUIMARÃES
 - I) AI Y.3B8.LY - Modernização de ANV AH-11A (Super Lynx); e
 - II) AI Y.3B8.AP - Atividade de apoio ao programa Super Lynx.

- d) CC 03.0280.62 FÁBIO MARQUES DI BARROS
 - I) AI Y.3B5.A1 - Modernização de Aeronaves AF-1/1A - País;
 - II) AI Y.3B5.A2 - Modernização de Aeronaves AF-1/1A - Exterior;
 - III) AI Y.3B5.AP - Atividade de apoio ao programa – AF-1/1A; e
 - IV) AI Y.3B5.GV - Apoio técnico e Publicações AF-1 (CASE BR-P-GVF).

- e) CC (IM) 03.0277.59 RAFAEL CARVALHO TEIXEIRA
 - I) AI K.401.01 - Equipamentos de Voo e Sobrevivência; e
 - II) AI K.401.02 - Publicação Técnica Aeronáutica.

63003.000265/2024-83



2. PROSSEGUIMENTO DE FUNÇÃO

Permanecem nas funções de Gerente de Ação Interna (AI) e Gerente de Crédito no Exterior (GCE) os seguintes militares, com a devida atualização de postos e ações internas:

- a) CMG (FN) 87.3025.43 PAULO MARIO ARRUDA DE VASCONCELLOS JUNIOR
 - I) AI Y.3C0.K2 - Modernização de Aeronaves COD-AAR; e
 - II) AI Y.3C0.AP - Atividade de apoio ao programa COD/AAR.

- b) CC 02.1572.92 YURI MOURÃO DIONISIO
 - I) AI Y.3B6.SH - Aquisição de Helicópteros Multiemprego (HME); e
 - II) AI Y.3B6.AP - Atividades de apoio ao programa HME.

- c) CC (RM1-T) 85.1911.32 FLÁVIO ROBERTO BIONE DE ARAÚJO
 - I) AI G.424.FC - Despesas administrativas de funcionamento da DAerM;
 - II) AI G.424.MN - Despesas administrativas de manutenção da DAerM;
 - III) AI K.412.DV - Despesas Diversas;
 - IV) AI K.412.DP - Diárias de Pessoal; e
 - V) AI K.412.TP - Transporte de Pessoal.

- d) 1º Ten (RM2-T) 17.0900.59 IZADORA PACIFICO FAGUNDES
 - AI Z.4C3.SL.A - Sobras Lícitas de Municiamento

- e) 1º Ten (RM2-T) 22.3625.25 MATEUS NUNES ABDALAH
 - AI referentes à Gerência de Metas Oscar

3. CANCELAMENTO DE ORDEM DE SERVIÇO

Fica cancelada a minha OS nº 70-8/2023.

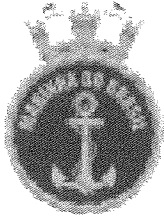
Por ordem:

BRUNO TADEU VILLELA
Capitão de Mar e Guerra
Vice-Diretor

ASSINADO DIGITALMENTE

Distribuição:

CLogMat, CNBE, CNBW, DGMM, DAerM-023, DAerM-20, DAerM-40, DAerM-50, DAerM-70, GAC-HB, GFRAer-AF1/1A, GFRLynx e Arquivo.



VERIFICAÇÃO DAS
ASSINATURAS



ARQUIVO: OS-70-4-2024-DAerM-AMF-023.14.pdf

Este documento foi assinado digitalmente pelos seguintes signatários nas datas indicadas.



Tipo III - Assinatura ICP-Brasil

BRUNO TADEU VILLELA (CPF 051.557.757-01) em 29/01/2024 11:23:18 -02 (BRST)

*** Cópia para verificação de assinaturas. Não Possui valor legal. ***

EM BRANCO

RE: Request for Review and Signature: Purchase Order P2024-M002 - Your reference: 40506626



From : Baynes, Josh E Collins <josh.baynes@collins.com>
Subject : RE: Request for Review and Signature: Purchase Order P2024-M002 - Your reference: 40506626
To : Gleice <gleice@marinha.mil.br>
Cc : Ferreira <elias.ferreira@marinha.mil.br>, Georgia <georgia.farias@marinha.mil.br>

Fri, Feb 09, 2024 11:16 AM

Hi, Gleice. Sorry, I was not aware that you had a specific deadline. I'll get back with our contracts team. I know the PO calls out your terms and conditions, but for our data services, we utilize our standard terms. The PO may need updated to reflect that. Also, we don't require POs if that helps you out.

Josh

--

**Josh Baynes | Sr. Program Manager | Aeronautical Data Services
COLLINS AEROSPACE**

Cedar Rapids, IOWA 52498 USA

Tel: +1 319 263 9132

josh.baynes@collins.com | collinsaerospace.com

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From: Gleice <gleice@marinha.mil.br>
Sent: Friday, February 9, 2024 9:58 AM
To: Baynes, Josh E Collins <josh.baynes@collins.com>
Cc: Ferreira <elias.ferreira@marinha.mil.br>; Georgia <georgia.farias@marinha.mil.br>
Subject: [External] Re: Request for Review and Signature: Purchase Order P2024-M002 - Your reference: 40506626

Dear Josh,

We are eager to proceed with the payment to ensure timely processing. Our deadline for processing is by 2:00 PM (EST), and your prompt assistance is greatly appreciated in meeting this timeline.

To facilitate the payment process, we kindly request a copy of the signed Purchase Order (PO) as soon as possible.

We look forward to receiving the signed PO and proceeding with the payment without delay.

Best regards,

Gleice

GLEICE Liz
Contract Administrator
Special Proceeding Division
Brazilian Naval Commission in Washington, DC
Phone: 202-244-3950 - Option: 9 - Ext:322 - RETELMA: 8151-1322
gleice@marinha.mil.br



A logística além das nossas fronteiras!
Logistics beyond our borders!

From: "Baynes, Josh E Collins" <josh.baynes@collins.com>
To: "Gleice" <gleice@marinha.mil.br>
Cc: "Ferreira" <elias.ferreira@marinha.mil.br>, "Georgia" <georgia.farias@marinha.mil.br>
Sent: Quinta-feira, 8 de fevereiro de 2024 9:01:21
Subject: RE: Request for Review and Signature: Purchase Order P2024-M002 - Your reference: 40506626

Hi, Gleice. We are reviewing this.

Thanks,
Josh

--

Josh Baynes | Sr. Program Manager | Aeronautical Data Services
COLLINS AEROSPACE
Cedar Rapids, IOWA 52498 USA
Tel: +1 319 263 9132
josh.baynes@collins.com | collinsaerospace.com

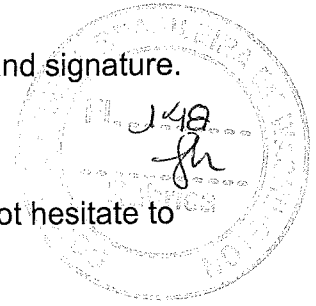
CONFIDENTIALITY WARNING: This message may contain proprietary and/or privileged information of Collins Aerospace and its affiliated companies. If you are not the intended recipient, please 1) Do not disclose, copy, distribute or use this message or its contents. 2) Advise the sender by return email. 3) Delete all copies (including all attachments) from your computer. Your cooperation is greatly appreciated.

From: Gleice <gleice@marinha.mil.br>
Sent: Tuesday, February 6, 2024 9:35 AM
To: Baynes, Josh E Collins <josh.baynes@collins.com>
Cc: Ferreira <elias.ferreira@marinha.mil.br>; Georgia <georgia.farias@marinha.mil.br>
Subject: [External] Request for Review and Signature: Purchase Order P2024-M002 - Your reference: 40506626

Dear Josh,

I hope all is well.

Attached, please find Purchase Order P2024-M002 awaiting your review and signature.



Please return the signed copy for our records.

Should you have any questions or require further clarification, please do not hesitate to reach out.

Thank you!

Best regards,

Gleice

GLEICE Liz
Contract Administrator
Special Proceeding Division
Brazilian Naval Commission in Washington, DC
Phone: 202-244-3950 - Option: 9 - Ext:322 - RETELMA: 8151-1322
gleice@marinha.mil.br

A logística além das nossas fronteiras!
Logistics beyond our borders!

EM BRANCO



BRAZILIAN NAVAL COMMISSION IN WASHINGTON
 5130 MacArthur BLVD., N.W. - Washington, DC
 20016-3344
 Telephone: (202) 244-3950
 Fax: (202) 364-7173



06/02/2024
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Purchase Order P2024-M002

TO: ROCKWELL COLLINS, INC.!DIV COLLINS AEROSPACE CAGE: OEFD0 400 Collins Road, NE Cedar Rapids, Iowa 52402 Telephone: +1 319-263-4468 ATTN: Josh Baynes E-mail: josh.baynes@rockwellcollins.com	FROM: Brazilian Naval Commission in Washington, DC Gleice Liz Contracts Administrator Special Proceedings Division Tel: 1 (202) 244-3950, option 9 ext. 331 Email: gleice@marinha.mil.br
No. of pages including this: 4 Date: 02/06/2024	
Subject: Purchase Order P2024-M002	

Greetings,

We are glad to send you our Purchase Order **P2024-M002**. After your deliberation, please sign and date the previous page in order to validate the acceptance of the PO. On the same page, please indicate the need of an Export License. Additionally, we kindly ask you to please provide the ECCN and SCHEDULE B NUMBER.

Please note we must be informed **in advance** (prior to shipping) of any change to what has been agreed on this contract, especially related to the Part Number. We must be made aware of any discrepancy in order to evaluate and authorize its acceptance. If the delivered material is discrepant, the invoice will be put on hold until the ratification or return is determined. Furthermore, no partial shipment is allowed without our consent.

Thank you in advance for your prompt attention to our request.

Best regards,

Gleice Liz
 Contracts Administrator
 Special Proceedings Division



BRAZILIAN NAVAL COMMISSION IN WASHINGTON
 5130 MacArthur BLVD., N.W. - Washington, DC
 20016-3344
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 Fax: (202) 364-7173



06/02/2024
 Page 2 of 4

Purchase Order P2024-M002

ROCKWELL COLLINS, INC.!DIV COLLINS AEROSPACE
 CAGE: 0EFDO
 400 Collins Road, NE
 Cedar Rapids, Iowa 52402

Telephone: +1 319-263-4468
 E-mail: josh.baynes@rockwellcollins.com

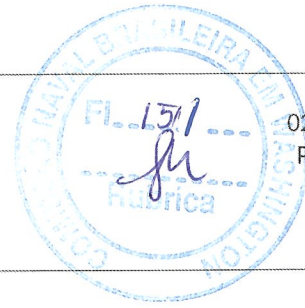
This Purchase Order is governed by the Collins General Terms Agreement 074-8433-405 (Rev 6/22). All items purchased by BNC will be exported to Brazil. The Seller, listed and identified above, must comply with all US export rules and regulations, providing all export documentation required by the United States Government. This PO is not valid without acknowledgment with the printed name and signature of Seller's representative. If you have any questions regarding this PO, please contact our Purchasing Agent Gleice Liz at (202) 244-3950, opt. 9 extension 331.

<p><u>MARKING INSTRUCTIONS:</u> Diretoria de Aeronáutica da Marinha Brazilian Naval Commission in Washington Purchase Order P2024-M002 PV43000-2024-00002</p> <p><u>SHIPPING ADDRESS:</u> E-mail: wander.junio@marinha.mil.br</p>	<p><u>Terms of Delivery and Payment:</u></p> <p>Terms of Delivery: Email</p> <p>Terms of Payment: Net-Thirty-Day</p> <p>*Send an email to gleice@marinha.mil.br for billing inquiries.</p>
--	--

Object: The purpose of this Purchase Order is to contract the service to update the database of the Navigation Management System (FMS) for 02 Brazilian Navy SH-16 aircrafts for a period of 12 months.



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 Page 3 of 4

Purchase Order P2024-M002

Item(s) and Service Description			
1	Our Reference: PV43000-2024-00002		
	Plataform	S70 - Sikorsky S-70	Quantity 02
	Part Number (Manufacturer)	FMS 800 American Region Database package	Freight
	Nomenclature	FMS 800 American Region Database package	
	Equipment Type/Model	N-3036 and N-3037	Unit Price USD 8,190.00
	Equipment Serial Number	704916 and 704917	Total Price USD 16,380.00
	Vessel	SH-16	Delivery Date/Days Upon Payment
	Schedule B/ECCN		Material Condition New
Additional Data: 04/01/2024 - 03/31/2025			



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Purchase Order P2024-M002

Subtotal: USD 16,380.00

Total: USD 16,380.00

Brazilian Naval Commission is a Military Office of the Brazilian Navy in the United States and it is Tax Exempt nationwide on purchases over USD 500.00. A copy of the Tax Exempt Card may be provided on paper or electronic format upon request.

APPROVED BY:

Elias Ferreira da Silva
CDR Elias Ferreira da Silva
 Head of Contracts and Public Bids Division

p.p. Fernanda Ricardo da Silva
CDR Fernanda Ricardo da Silva
 Head of the Purchasing Department

Alexandre Vizeu Dias
Captain Alexandre Vizeu Dias
 President

ACCEPTED BY: (Please sign and return one copy)

Holly Malone
ROCKWELL COLLINS, INC. DIV COLLINS AEROSPACE

Export License required: Yes No

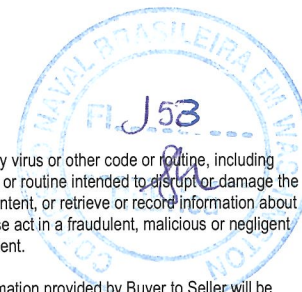
Date 02/09/24

As an effort to expedite payments, we are updating our files.
 Please provide your banking information for wire transfer.

Bank:	
Account No.:	
Beneficiary Name	
ABA:	
SWIFT:	

Aftermarket Service Solutions

GENERAL TERMS AGREEMENT



THIS GENERAL TERMS AGREEMENT (Agreement) is entered into by and between Rockwell Collins, Inc., a part of Collins Aerospace, ("Seller") and the undersigned Buyer, and is effective as of the date of acceptance hereto. Seller and Buyer are herein referred to separately as "Party" and together as "Parties". This Agreement specifies the aviation related services ("Services") that Seller performs or arranges for user ("Buyer"), from time to time, at the request of the Buyer.

"Work Product" means any computer software (object code or source code), databases, documentation, inventions, analyses, studies, recommendations, reports, plans, results, data compilations and other media, materials, objects, information and intellectual property produced as a result of the Services provided and/or delivered by Seller, its employees, agents and subcontractors, in the course of providing the Services, including without limitation the use of any datalink, planning, analytical or predictive tool provided by Seller within the Exhibits.

1. SERVICE AGREEMENTS.

This Agreement is intended to be the overriding Agreement for Services between the Parties. The term "Services" shall mean data, software, information or subscription services procured by Buyer in applicable Service Agreements. Specific terms for specific Services are addressed in separate exhibits ("Exhibits") attached hereto.

2. TAXES.

Except as otherwise specified, the prices stated do not include any state, federal, or local sales, use or excise taxes applicable to the sale and provision of Services sold hereunder, including, as applicable, associated software delivered with such Services, and the Buyer expressly agrees to pay to Seller, in addition to the prices stated, the amount of any such taxes, domestic or foreign, which may be imposed upon or payable by Seller.

3. TERM AND TERMINATION.

Unless otherwise specified in an Exhibit, each Service Agreement shall be valid for a period of one (1) year from the date last signed by the Parties and will automatically renew for an additional one-year period with paid invoice at the end of the first year and at the end of each subsequent one-year period. The general terms in this Agreement shall remain in effect throughout each subsequent renewal period unless new terms are provided by Seller. (A) Either Party may terminate this Agreement for convenience with written notice ninety (90) days prior to the anniversary date of the renewal at no additional cost to Buyer. Should Buyer terminate the Agreement with written notice ninety (90) days prior to the anniversary date of the renewal, Buyer shall not receive any monies in a refund and/or credit for any unused portion of the cancelled subscription. (B) Should Buyer terminate the Agreement for convenience at any time other than provided in Section 3(A), Buyer shall not receive any monies in a refund and/or credit for any unused portion of the cancelled subscription. (C) Either Seller or Buyer can terminate this Agreement should any party materially fail to perform or observe any covenant, condition, or agreement to be performed or observed and such failure is not corrected or diligently prosecuted within ninety (90) days after written notice thereof. Should either Seller or Buyer terminate this Agreement, Buyer shall not receive any monies in a refund and/or credit for any unused portion of the cancelled subscription. (D) Upon termination of this Agreement for any reason and at any time whatsoever, the licenses granted shall immediately terminate and Buyer shall cease to have any rights or licenses whatsoever to use the Aircraft Information Services. (E) In the event of termination, Buyer shall be responsible for payment of all usage charges incurred for any Service up to the date of termination. Seller is entitled to collect on any unpaid invoices and Buyer shall be obligated to pay the unpaid portion stated on such outstanding invoices.

4. CONFIDENTIAL INFORMATION.

The information, data, text, software (object code and source code), music, sound, photographs, graphics, video, messages or other material presented or disclosed by the Seller to Buyer ("Content") either in tangible form, in electronic form via software systems, or on the website hosted at www.rockwellcollins.com ("Website"), and any affiliated websites or systems that may be contained therein, are copyrighted under various law and may not be used without the written permission of Seller. All Content is owned by Seller and various third parties. Nothing contained herein or on the Website should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of the Content without the written permission of Seller or such other party that may own the Content. Any copying, distribution, retransmission or modification of Content, whether in electronic or hard copy form, without the express prior written permission of Seller is strictly prohibited. Buyer agrees to not: (i) sublicense, assign, translate, rent, lease, lend, resell for profit, distribute or otherwise assign or transfer the Content, or access to the Website to others; (ii) decompile, reverse engineer, disassemble, modify, reduce the Website or Content to source code form or create derivatives works based upon the Website, the Content, or any part thereof; (iii) merge the Website, or Content with another program or create derivative works based on the Website or Content; (iv) remove, obscure, or alter any notice of the copyright or other propriety legends on the Website, or Content; (v) disable any licensing or control features of the Website or Content; (vi) use, or allow the use of, the Website, or the Content in contravention of any federal, state, local, foreign or other applicable law, or rules or regulations of regulatory or administrative organizations; (vii)

introduce into the Website or Content any virus or other code or routine, including without limitation any virus or other code or routine intended to disrupt or damage the Website, alter, damage or delete any Content, or retrieve or record information about the Website or its users; or (viii) otherwise act in a fraudulent, malicious or negligent manner when using the Website or Content.

During the term of this Agreement, information provided by Buyer to Seller will be treated as confidential and shall not be utilized by Seller without Buyer's written consent and approval.

5. PAYMENT AND INVOICING.

Standard payment terms are net thirty (30) days, unless specified otherwise. Notwithstanding any statement of terms or time of payment to the contrary appearing in an Exhibit attached hereto, Seller reserves the right to require payment in advance of service delivery or shipment or to ship C.O.D. In the event Buyer fails to pay any invoice when due, in addition to any other right reserved hereunder, Seller reserves the right to suspend or limit performance until all past due sums are paid. Further, Seller reserves the right to charge interest at the rate of one- and one-half percent (1.5%) per month, or the maximum rate permitted by law, whichever rate is lower, on any unpaid balance owing by Buyer from the date due until the date paid.

6. DELIVERY.

Unless otherwise specified, goods requiring physical delivery will be made EXW (Incoterms 2000) the place or location of Seller's factory or office from which Seller elects to make shipment, according to the delivery schedule specified which schedule is subject to delays due to causes beyond Seller's control. Cancellation or rescheduling of the delivery by Buyer may be subject to additional charges by Seller.

7. FORCE MAJEURE (EXCUSABLE DELAY).

Seller shall not be liable for default or for delay in deliveries due to causes including those beyond its control and without its fault or negligence, including but not limited to inability to obtain material, labor or manufacturing facilities, acts of God, or of the public enemy, any preference, priority or allocation order issued by the Government, changes in applicable law or any other act of Government, fires, floods, unusually severe weather, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of Seller's suppliers. In the event of such delay, delivery dates shall be extended accordingly for a period equal to the time lost by reason of such delay. Seller shall use its reasonable efforts to remove the cause of delay and resume work as soon as possible and to mitigate delivery schedule delay. In no event shall Seller be liable for any damages. Seller reserves the right to provide, at no change in price, substitute Services of equal or better capability provided however that such substitute Services maintain functionality of the original Services.

8. PROVISION OF SERVICES.

Each request for Services made by a Buyer or Buyer representative, who contacts Seller to arrange for the procurement of Services, represents a commitment by Buyer to pay for Services received at Seller's then current Price List. A request for Services may be oral or written and may be transmitted in any media. Seller will confirm such request in writing within thirty days of receipt. Seller's record of requests for and provision of Services will be presumed correct. Buyer consents to the Seller arranging the provision of any of the Services directly to the Buyer by third-party suppliers ("Suppliers") or by entities under common control with Seller ("Affiliates"). Seller shall not be responsible for the performance of Services delegated to Suppliers or Affiliates.

9. EXPORT.

The parties agree to abide by all US Government laws and export regulations, including without limitation those applicable to re-export, and when required by such laws or regulations, Buyer shall apply for the necessary and appropriate export licenses. Seller shall, at no charge to Buyer, promptly provide reasonable support and documentation if required for such export license application.

10. ARBITRATION.

For Buyers outside of the United States, any dispute, controversy, or claim arising out of or relating to this Agreement, its breach, termination, invalidity, whether based in contract, tort or any other legal or statutory claim, (each, a "Dispute") shall be resolved in accordance with the procedures specified herein, which shall be the sole and exclusive procedure for the resolution of any such Dispute. The parties to the Dispute will attempt in good faith to resolve any Dispute promptly by negotiations between executives of the parties who have authority to settle the controversy. If the Dispute is not resolved within a period of ninety (90) days, then, upon written notice by either party to the other, the Dispute shall be resolved by binding arbitration in accordance with the International Arbitration Rules of the International Centre for Dispute Resolution ("ICDR"). All decisions will be in accordance with the substantive laws of the State of Iowa, U.S.A. (excluding choice of law) and the arbitration shall be conducted in the State of Iowa. The English language shall be used. Within fifteen (15) days after the commencement of the arbitration, each party shall select one person to act as arbitrator and the two selected shall select a third arbitrator within ten (10) days of their appointment. If the arbitrators selected by the parties are unable to or fail to agree upon

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GENERAL TERMS AGREEMENT

the third arbitrator, the third arbitrator shall be selected by the ICDR. The arbitral panel shall decide each issue presented to it by majority vote, and the arbitral panel's decisions shall be in writing and shall be final and conclusive. All arbitrators shall serve as neutral, independent, and impartial arbitrators. The amount of the fees of the arbitration (including legal fees and expenses) and by whom they shall be paid will be determined as part of the arbitration. Judgment on the award rendered by the arbitral panel may be entered in any court having jurisdiction thereof. Either party may apply to the arbitral panel seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also, without waiving any remedy under this Agreement, may seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the establishment of the arbitral panel.

11. WARRANTY.

Seller warrants that the Work Product delivered will substantially provide the functions set forth in the applicable specification. Seller's warranty obligations under this agreement with respect to any claim asserted shall be limited to Seller utilizing reasonable efforts to correct any errors in the next planned update cycle.

Seller warrants that the licensed programs will, after validation by Buyer, provide the facilities and functions set out in the specification when properly used on the equipment and that the program documentation and the licensed programs will provide adequate instruction to enable buyer to make proper use of such facilities and functions. The said warranty shall be subject to Buyer complying with its obligations hereunder and to there having been made no alterations to the licensed programs by any person other than Seller. When notifying a defect or error Buyer shall use its reasonable efforts to provide Seller with a documented example of such defect or error.

Warranty does not cover errors due to any of the following causes: (a) the licensed programs fail, malfunction, or are damaged or become inoperable as a result of handling, re-installation, operation, maintenance, removal, modification, or rectification by Buyer in a way that is not consistent with the documentation or Seller's recommendations, (b) the licensed programs are accidentally damaged due to abuse or improper use or installation on hardware not recommended by Seller, (c) the licensed programs are materially altered or damaged by Buyer to the extent that Seller is unable to verify and/or rectify the reported defect using normal equipment or procedures (d) malfunctions in the licensed programs being used in combination with any other programs not supplied, approved, or recommended by Seller, (e) defects which are attributable to failure on Buyers behalf to include any functions or facility in the specification, (f) any fault in end systems or the equipment, or failure of the end systems or the equipment to meet the specification provided by Buyer.

NO OTHER WARRANTIES, EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE SHALL BE APPLICABLE TO ANY EQUIPMENT SOLD OR SOFTWARE DELIVERED HEREUNDER, AND THE FOREGOING SHALL CONSTITUTE THE BUYER'S SOLE RIGHT AND REMEDY UNDER THIS GENERAL TERMS AGREEMENT.

12. OWNERSHIP OF AND LICENSE TO USE WORK PRODUCT.

Buyer assumes sole responsibility for the results, use and consequences of any computer software (object code or source code), databases, documentation, inventions, analyses, studies, recommendations, reports, plans, results, data compilations and other media, materials, objects, information and intellectual property produced as a result of the Services provided and/or delivered by Seller, its employees, agents and subcontractors, in the course of providing the Services, including without limitation the use of any datalink, planning, analytical or predictive tool ("Work Product"). Unless otherwise expressly provided in a separate written Statement of Work executed by both the Seller and Buyer, all Work Product shall be the exclusive property of Seller and shall not be deemed a "work made for hire" within the meaning of the copyright laws of the United States and any similar laws of other jurisdictions. Seller shall retain all right, title and interest in all patents, copyrights and trademarks and other intellectual property rights to such Work Product, in its original form and any derivative works or modified versions thereof. Buyer agrees to execute any documents and take any other actions requested by Seller to effectuate the purposes of this provision. Seller hereby grants to Buyer a limited, revocable, personal, non-transferable and non-exclusive license to access and use the Work Product solely in or with Seller's equipment for Buyer's internal purposes in accordance with this Agreement. The right to use this Work Product is granted on a per aircraft basis which requires a separate, individual subscription for each and every aircraft. Buyer shall not rent, lease, lend, upload to or host on any website or server, sell, redistribute, sublicense, copy transfer, modify, disassemble, or reverse engineer the Work Product related to the subscription or to permit others to do so. The Work Product is and shall remain the sole and exclusive property of Seller and Seller's providers. Except for the limited license rights expressly set forth in this Agreement, Seller and its suppliers reserve all rights in the Work Product, including title, ownership, and intellectual property rights. The foregoing license shall automatically terminate upon the termination or expiration of all of Seller's granted rights herein.

13. PATENT AND COPYRIGHT INDEMNIFICATION.

Seller, subject to agrees that it will defend, at its own expense, all suits against Buyer for the direct infringement of any valid third-party United States patent covering, or alleged to cover, the Services described herein in the form sold by Seller and Seller agrees that it will pay all sums which, by final judgment or decree in any such suits, may be assessed against the Buyer on account of such infringement, provided that Seller shall be given (i) immediate written notice of all claims of any such infringement and of any suits brought or threatened against Buyer and (ii) authority to assume the sole defense thereof through its own counsel and to compromise or settle any suits so far as this may be done without prejudice of the right of the Buyer to continue the use, as contemplated, of the Services so purchased. If in any such suit so defended the Services are held to constitute an infringement and their use is enjoined, or if in the light of any claim of infringement Seller deems it advisable to do so, Seller may either procure the right to continue the use of the same for the Buyer, or modify said Services so as to be non-infringing, or, if the foregoing options are not reasonably available, remove such Services and refund the purchase price less a reasonable allowance for use up to the date that such Services are removed by the Seller.

14. USE OF SELLER'S WEBSITE.

The information, data, text, software (object code and source code), music, sound, photographs, graphics, video, messages or other material presented to Buyer ("Content") on the website hosted on Seller's Website, and any affiliated websites that may be contained therein, are copyrighted under various law and may not be used without the written permission of Seller. All Content is owned by Seller and various third parties. Nothing contained on the Website should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of the Content without the written permission of Seller or such other party that may own the Content. Any copying, distribution, retransmission or modification of Content or Work Product, whether in electronic or hard copy form, without the express prior written permission of Seller is strictly prohibited. Buyer agrees to not: (i) sublicense, assign, translate, rent, lease, lend, resell for profit, distribute or otherwise assign or transfer the Content, Work Product, or access to the Website to others; (ii) decompile, reverse engineer, disassemble, modify, reduce the Website or Work Product to source code form or create derivative works based upon the Website, the Work Product, or any part thereof; (iii) merge the Website, Work Product, or Content with another program or create derivative works based on the Website or Content; (iv) remove, obscure, or alter any notice of the copyright or other propriety legends on the Website, Work Product, or Content; (v) disable any licensing or control features of the Website or Work Product; (vi) use, or allow the use of, the Website, Work Product, or the Content in contravention of any federal, state, local, foreign or other applicable law, or rules or regulations of regulatory or administrative organizations; (vii) introduce into the Website or Work Product any virus or other code or routine, including without limitation any virus or other code or routine intended to disrupt or damage the Website, alter, damage or delete any Content, or retrieve or record information about the Website or its users; or (viii) otherwise act in a fraudulent, malicious or negligent manner when using the Website or Work Product.

Subject to the Terms and Conditions, Seller grants Buyer a limited, revocable, personal, non-transferable and non-exclusive license to access and use the Website, for the purpose of viewing and reading the Content for Buyer's internal purposes. The foregoing license shall automatically terminate upon the termination or expiration of all of Seller's rights in the Content. Buyer may not create a hyperlink to any Content, except Buyer may create a hyperlink to the Website for Buyer's internal use. Seller may discontinue providing the Website, or any part thereof, with or without notice. Buyer acknowledges and agrees that Seller may immediately deactivate or delete any Content at any time without prior notice. Seller may suspend or terminate Buyer's user account or other use of the Website if Buyer is not in compliance with this Agreement or any other agreement between Buyer and Seller. Seller may terminate Buyer's user account and other use of the Website when Buyer is no longer a customer, or after Buyer is in default of payment to Seller. Seller shall not be liable to Buyer, or any third-party, for any termination or suspension of Buyer's access to the Website. Buyer understands that if Buyer is dissatisfied with the Website or the Content, Buyer's sole and exclusive remedy is to discontinue using the Website, and receive a pro-rata refund of any pre-paid amounts that Buyer has paid to access the Website. The trademarks, logos, and service marks or similar items (collectively the "Trademarks") displayed on the Website are trademarks of Seller and its Affiliates. Nothing contained on the Website should be construed as granting any license or right to use any Trademark on the Website without the written permission of Seller. Unauthorized use of the Trademarks, or any other Content is strictly prohibited. Buyer agrees to indemnify and release Seller and its Affiliates from and against any and all liabilities, expenses (including attorney's fees) and damages arising out of claims resulting from Buyer's use of the Content, including, without limitation, any claims that if the allegations were true would constitute a breach of this Agreement.

Buyer is prohibited from using the Website to gain unauthorized access, directly or indirectly, to Seller's computer systems or a third party's computer systems. Buyer shall not interfere with another user's use or enjoyment of the Website. Seller reserves the right, in its sole discretion, to take action that it deems appropriate for violations of this

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Agreement, including but not limited to terminating Buyer's access to the Website, filing of criminal charges against Buyer, or initiating a civil action against Buyer. To the extent required to do so by law, Seller will fully cooperate with any law enforcement authorities or court order requesting or directing Seller to disclose information regarding users of the Website. Access to the password-protected areas of the Website is strictly limited. Buyer may not obtain unauthorized access to the password protected areas of the Website, or to any other protected materials or information, through any means not intentionally made available to Buyer by Seller for Buyer's specific use. By using the Website, Buyer represents and warrants that (a) all registration information Buyer submits is truthful and accurate; (b) Buyer will maintain the accuracy of such information. Buyer is solely responsible for maintaining the confidentiality and security of Buyer's user account and Buyer accepts full responsibility for any use of Buyer's user account. Sharing Buyer's user name or password with third parties violates this Agreement. Seller is not obligated to inquire as to the authority or propriety of any use of or action taken under Buyer's user account, and Seller is not responsible for any loss to Buyer that arises from such use or action. Buyer shall notify Seller immediately of any actual or suspected loss, theft or unauthorized use of Buyer's password. The Website is controlled and operated by Seller from its offices within the United States of America. Seller makes no representation that the Content is appropriate or available for use in other locations and other countries. Those who choose to access the Website from other locations or other countries do so on their own initiative and are responsible for compliance with local laws in that territory, if and to the extent that local laws are applicable. Any unauthorized or illegal use of any images on the Website may violate international copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes. Recognizing the global nature of the Internet, Buyer agrees to comply with all local rules regarding online conduct and acceptable content. Specifically, Buyer agrees to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which Buyer operates.

The Website may contain external links to other websites not affiliated with Seller. Such links are meant solely for the user's convenience. Seller has no control over, and is not responsible for the content found on external websites. Links to such third party websites do not constitute sponsorship, endorsement or approval of such websites or the contents thereof. If Buyer decides to access any third party website linked to the Website, Buyer does so entirely at its own risk and Seller accepts no liability for any information that may be contained within the external websites.

THE SERVICES, CONTENT AND THE WORK PRODUCT ARE PROVIDED WITHOUT ANY WARRANTIES OR REPRESENTATIONS AS TO THE ACCURACY, COMPLETENESS OR TIMELINESS OF SUCH SERVICES, CONTENT OR WORK PRODUCT. SELLER ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS IN THE SERVICES, CONTENT OR WORK PRODUCT. SELLER RESERVES THE RIGHT TO MODIFY OR CHANGE THE SERVICES, CONTENT OR WORK PRODUCT WITHOUT NOTICE, AND MAKES NO COMMITMENT TO UPDATE THE CONTENT. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE WEBSITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. FURTHER, SELLER MAKES NO WARRANTY THAT (I) ACCESS TO THE WEBSITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (II) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITE WILL BE ACCURATE OR RELIABLE, OR (III) ANY ERRORS IN THE WEBSITE WILL BE CORRECTED.

15. GOVERNING LAW.

This Agreement shall be construed in accordance with, and the rights of the parties shall be governed by, the laws of the State of Iowa, U.S.A., as the same would be applied to transactions between residents thereof, but without regard to that state's conflict of laws principles and specifically excluding the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods.

17. VALIDITY.

If any of these Terms and Conditions are held by any court of competent jurisdiction to contravene, or to be invalid under, the laws of any political body having jurisdiction over this subject matter, that contravention or invalidity shall not invalidate the entire Agreement. Instead, these Terms and Conditions shall be construed as reformed to the extent necessary to render valid the particular provision or provisions held to be invalid, consistent with the original intent of that provision and the rights and obligations of the parties shall be construed and enforced accordingly, and these Terms and Conditions shall remain in full force and effect as reformed.

18. NO WAIVER.

No failure by either party to exercise and no delay in exercising any right, power or privilege hereunder will operate as a waiver hereof, nor will any single or partial exercise of any right or privilege hereunder preclude further exercise of the same right or the exercise of any right hereunder. A waiver on one or more occasions of any of the provisions hereof shall not be deemed a continuing one.

19. SURVIVAL.

All provisions of this Agreement and Service Agreement Exhibits which, by their nature should apply beyond the term of this Agreement and Service Agreement exhibits will remain in force after the expiration or termination of this agreement or such Service Agreement Exhibits.

20. DISCLAIMER AND LIMITATION OF LIABILITY.

NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT WILL SELLER OR ANY OF ITS AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR OTHER DAMAGES ARISING OUT OF THIS AGREEMENT, THE USE OF SERVICES, THE WEBSITE, THE WORK PRODUCT, OR THE CONTENT, INCLUDING WITHOUT LIMITATION, LOST PROFITS, BUSINESS INTERRUPTION OR LOSS OF PROGRAMS OR OTHER DATA. SELLER ALSO ASSUMES NO RESPONSIBILITY, AND SHALL NOT BE LIABLE FOR, ANY DAMAGES TO, OR VIRUSES, WORMS OR SIMILAR ELECTRONIC DESTRUCTIVE ITEMS THAT MAY INFECT BUYER'S COMPUTER EQUIPMENT OR OTHER PROPERTY ON ACCOUNT OF BUYER'S ACCESS TO, USE OF, OR BROWSING IN THE WEBSITE, BUYER'S DOWNLOADING OF ANYTHING FROM THE WEBSITE, OR BUYER'S USE OF THE WORK PRODUCT. THE LIMIT OF SUPPLIERS' OR AFFILIATES' LIABILITY (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY IN TORT OR BY STATUTE OR OTHERWISE) TO THE BUYER CONCERNING PERFORMANCE OR NON-PERFORMANCE OF SERVICES, OR IN ANY MATTER RELATED TO SERVICES, SHALL NOT IN THE AGGREGATE EXCEED THE FEES PAID BY BUYER IN THE LAST SIX MONTHS WITH RESPECT TO THE PARTICULAR SERVICE AT ISSUE.

ENTIRE AGREEMENT.

This Agreement and its Exhibits form the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any prior representations of agreements, oral or written, and all other communication between the Parties relating to this Agreement and its Exhibits and attachments.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate (each shall be deemed an original) as of the day and the year first above written.

BUYER: CUSTOMER NAME

By: _____

Printed Name and Title:

Date: _____

Company Name: _____

Address: _____

ROCKWELL COLLINS, INC., A PART OF COLLINS AEROSPACE

By: _____

Printed Name and Title:

Date: _____

Company Name: Rockwell Collins, Inc.

Address: 400 Collins Road NE
Cedar Rapids, Iowa 52498 USA

Aftermarket Service Solutions

GENERAL TERMS AGREEMENT



Rockwell Collins may, from time to time, add, delete or modify the exhibits listed below, at its discretion.

EXHIBITS INCLUDED AS A PART OF THIS AGREEMENT (Check if Applicable):

- Exhibit A – Jeppesen Terms and Conditions
- Exhibit E - ECMT
- Exhibit F – Proline 4/21 Avionics Content Agreement, Subscription Service License and Support
- Exhibit I - Airshow Network Subscription Agreement
- Exhibit J - Tailwind Subscription Activation Form
- Exhibit N - Proline Fusion Avionics Content Agreement, Subscription Service License and Support
- Exhibit O - Air Transport Avionics Content Agreement, Subscription Service License and Support
- Exhibit P – Situation Awareness Content Agreement, Subscription Service License and Support