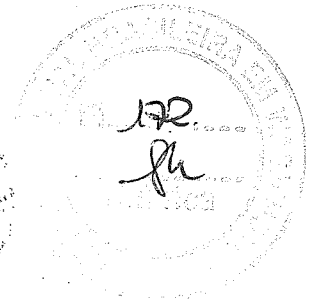




MARINHA DO BRASIL

DIRETORIA DE AERONÁUTICA DA MARINHA

NÚMERO ÚNICO DO PROCESSO (NUP): 63003.002688/2023-57



**TERMO DE JUSTIFICATIVA DE INEXIGIBILIDADE DE LICITAÇÃO Nº 03/2023**

**CONTRATADA:** *Rockwell Collins, INC.* (CODEMP – 84T51); Endereço: 400 Collins Rd. NE Cedar Rapids, IA 52402 U.S.A.

**OBJETO:** Contratação de acesso ao banco de dados Jeppesen das aeronaves SH-16, por um período de 12 meses (SE: PV43000-2023-00004).

**VALOR:** USD 16.380,00 (dezesesseis mil, trezentos e oitenta dólares americanos).

**REFERÊNCIAS:**

- a) Lei n.º 14.133/2021;
- b) SGM-102 (5ª Revisão/MOD 1); e
- c) Port. GM-MD nº 5.175, de 15 de dezembro de 2021.

**FUNDAMENTAÇÃO:** a) Artigos 4º §5 e 29, caput, da Port. GM-MD nº 5.175/2021.

**HISTÓRICO:** O Jeppesen é um sistema que abarca os procedimentos e parâmetros para voo por instrumentos, específicos para cada aeródromo. A continuidade de sua atualização é fundamental às operações, sob pena de impor severa restrição à utilização das aeronaves.

A empresa *Rockwell Collins Inc.* detém a exclusividade no fornecimento dos serviços afetos ao Jeppesen.

**APLICAÇÃO:** Prover ao 1º Esquadrão de Helicópteros Antissubmarino (EsqdHS-1) com as atualizações necessárias para realização do voo por instrumentos.

**JUSTIFICATIVA:** O enquadramento no artigo 29, da Port. GM-MD nº 5.175/2021, se fundamenta nos seguintes motivos:

**I – RAZÃO PARA ESCOLHA DO FORNECEDOR**

A empresa *Collins Aerospace* é a única empresa autorizada e tecnicamente qualificada para fornecer o acesso ao banco de dados Jeppesen e suas atualizações, necessárias às operações em voos por instrumentos, conforme declaração de exclusividade, anexada a este processo.

Dessa forma, a situação fática envolve inviabilidade absoluta de competição, na medida em que a demanda da Administração é atendida em solução comercializada por apenas um agente econômico.

**II – JUSTIFICATIVA DE PREÇO**

O preço do serviço é o praticado pela empresa *Rockwell Collins, INC.* no mercado mundial. Na proposta recebida, cada acesso custa USD 8.190,00 (oito mil, cento e noventa dólares americanos) para contratação. Desta forma, pretende-se obter dois acessos, que representam o mínimo para planejamento das missões do Esquadrão HS-1. O valor total da contratação dos dois acessos custa USD 16.380,00 (dezesseis mil, trezentos e oitenta dólares americanos).

Ressalta-se que o preço do serviço está de acordo com o que vem sendo cobrado pela referida empresa, apesar de ter sido elevado em relação ao exercício anterior. O valor pago em 2023 (processo nº 63003.003681/2022-71) foi de USD 13.290,00 (treze mil, duzentos e noventa dólares americanos) pela obtenção de dois acessos ao banco de dados Jeppesen das aeronaves SH-16.

A Administração, portanto, permaneceu com os preços apresentados pela representante exclusiva, a empresa *Rockwell Collins, INC.*, pois como verificado, o serviço possui fornecimento exclusivo e o preço encontra-se adequado aos parâmetros praticados no mercado.

**III – RECURSOS ORÇAMENTÁRIOS**

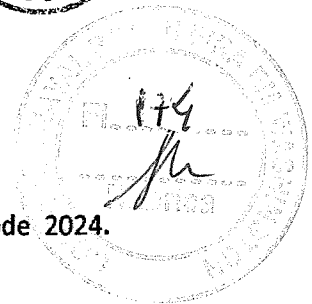
As despesas decorrentes para atender a esta obtenção no exterior estão programadas em dotação orçamentária própria, prevista no Orçamento da União, conforme classificação abaixo:

- a) Gestão: 00001 – Tesouro Nacional
- b) Fonte: 0100000000
- c) PTRES: 174678


Continuação do TJIL nº 03/2023, da DAerM.



- d) Ação: 21A0 – Aprestamento das Forças
- e) Elemento de Despesa: 339039
- f) PI: K.401.02.0 – Publicações Técnicas Aeronáuticas.




Rio de Janeiro, RJ, em 31 de janeiro de 2024.

  
YURI MOURÃO DIONÍSIO  
Capitão de Corveta  
Gerente de ANV H-16

**APROVO:**

Rio de Janeiro, RJ, em 31 de janeiro de 2024.

  
BRUNO TADEU VILLELA  
Capitão de Mar e Guerra  
Vice-Diretor

**RATIFICO, conforme previsto no artigo 30, §2º da Port. GM-MD nº 5.175/2021 .**

Rio de Janeiro, RJ, em 31 de janeiro de 2024.

  
SÉRGIO BLANCO OZÓRIO  
Contra-Almirante  
Diretor

**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  
 Page 1 of 4

Purchase Order P2024-M002

|                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                              |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>TO:</b><br>ROCKWELL COLLINS, INC. DIV COLLINS AEROSPACE CAGE: 0EFD0<br>400 Collins Road, NE<br>Cedar Rapids, Iowa 52402<br>Telephone: +1 319-263-4468<br><br>ATTN: Josh Baynes<br>E-mail: josh.baynes@rockwellcollins.com | <b>FROM:</b><br>Brazilian Naval Commission in Washington, DC<br>Gleice Liz<br>Contracts Administrator<br>Special Proceedings Division<br>Tel: 1 (202) 244-3950, option 9 ext. 331<br>Email: <a href="mailto:gleice@marinha.mil.br">gleice@marinha.mil.br</a> |
| No. of pages including this: 4 Date: 02/06/2024                                                                                                                                                                              |                                                                                                                                                                                                                                                              |
| <b>Subject: Purchase Order P2024-M002</b>                                                                                                                                                                                    |                                                                                                                                                                                                                                                              |

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.

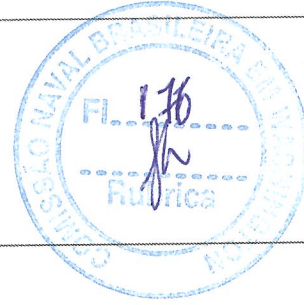
Thank you in advance for your prompt attention to our request.

Best regards,

Gleice Liz  
 Contracts Administrator  
 Special Proceedings Division



**BRAZILIAN NAVAL COMMISSION IN WASHINGTON**  
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 20016-3344  
 Telephone: (202) 244-3950  
 Fax: (202) 364-7173



06/02/2024  
 Page 2 of 4

**Purchase Order P2024-M002**

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

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

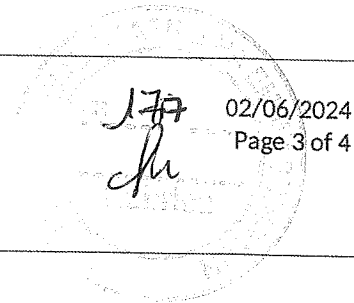
This Purchase Order is governed by the Collins General Terms Agreement 074-8433-405 (Rev 6/22). All items purchased by BNC will be exported to Brazil. The Seller, listed and identified above, must comply with all US export rules and regulations, providing all export documentation required by the United 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><b><u>MARKING INSTRUCTIONS:</u></b><br/>         Diretoria de Aeronáutica da Marinha<br/>         Brazilian Naval Commission in Washington<br/>         Purchase Order P2024-M002<br/>         PV43000-2024-00002</p> <p><b><u>SHIPPING ADDRESS:</u></b><br/>         E-mail: wander.junio@marinha.mil.br</p> | <p><b><u>Terms of Delivery and Payment:</u></b></p> <p>Terms of Delivery: Email</p> <p>Terms of Payment: Net-Thirty-Day</p> <p>*Send an email to <a href="mailto:gleice@marinha.mil.br">gleice@marinha.mil.br</a> 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.



BRAZILIAN NAVAL COMMISSION IN WASHINGTON  
 5130 MacArthur BLVD., N.W. - Washington, DC  
 20016-3344  
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02/06/2024  
 Page 3 of 4

Purchase Order P2024-M002

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



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06/02/2024  
 Page 4 of 4

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

*pp. 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](http://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.

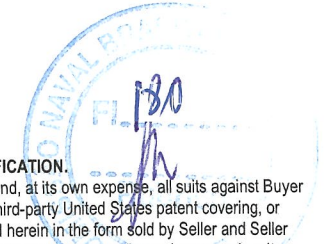
The parties agree to abide by all US Government laws and export regulations, including without limitation those applicable to re-export, and when required by such laws or regulations, Buyer shall apply for the necessary and appropriate export licenses. Seller shall, at no charge to Buyer, promptly provide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

# Aftermarket Service Solutions

## 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 servicer, 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.

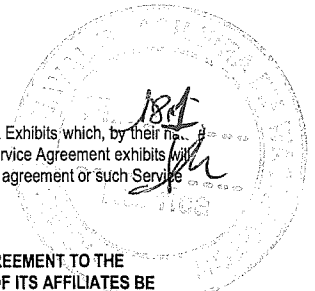
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# Aftermarket Service Solutions

## GENERAL TERMS AGREEMENT



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.

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### 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





STATEMENT OF CONFORMANCE

This aircraft appliance, material, or part thereof was manufactured or purchased with Rockwell Collins, Inc. approved procedures and current civil aviation regulations and has been found to conform to the applicable requirements.

**INVOICE 30878568 12 Jan 2024**

**Remit To:**  
Rockwell Collins, Inc.  
ACH Payment  
Bank of America  
Dallas, TX  
Account 4451189589  
ABA 111000012

Collins Order No. : 40506626 Page 1 of 3  
Collins Order Date : 02 Jan 2024  
Customer PO No.....: P2019-43000/00001 APR24-MAR25

*Stephanie Klein*

By: \_\_\_\_\_  
Lluis Garreta                      Stephanie Klein  
Exec. Director Quality,        Exec. Director Quality,  
Mission Systems                Avionics  
Original signature on file per RC-QMS-I-903

**Bill To:**  
BRAZILIAN NAVAL COMMISSION  
5130 MACARTHUR BOULEVARD, N.W.  
WASHINGTON DC 20016-3344

**Ship To:**  
Same as Bill To

Customer Number : 1001765  
Paymt Terms : Net 30 days  
Incoterms : FCA - FACTORY  
Route :  
Waybill :

FOR CC PAYMENTS PLEASE CALL DIANA WAGNER: 319-263-4734  
(Mon-Fri 8:00 AM - 4:00 PM CST)

\*\*\*\*\*  
Please note: if the aircraft has been re-registered, any party associated with this subscription has changed, or if your account contact information needs to be updated, please contact the Collins Aerospace FMS team at collinsfmssubscriptions@collins.com.

Payment must be received by the contract renewal date to avoid service interruption.  
Thank you!

\*\*\*\*\*

| Item                                                                                                                                          | Material Qty            | Description Unit Price                               | Value        |
|-----------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|------------------------------------------------------|--------------|
| 10                                                                                                                                            | FMS-JEPP-C1-AMR<br>1 EA | Jeppesen NavDB Type C1 Military Americas<br>8,190.00 | 8,190.00 USD |
| Subscription effective: 04/01/2024 - 03/31/2025<br>Platform: S70 - Sikorsky S-70<br>Aircraft Number: N-3036<br>Aircraft Serial Number: 704916 |                         |                                                      |              |
| 20                                                                                                                                            | FMS-JEPP-C1-AMR<br>1 EA | Jeppesen NavDB Type C1 Military Americas<br>8,190.00 | 8,190.00 USD |
| Subscription effective: 04/01/2024 - 03/31/2025<br>Platform: S70 - Sikorsky S-70                                                              |                         |                                                      |              |



**EM BRANCO**

**INVOICE 30878568 12 Jan 2024**

**Bill To:**  
BRAZILIAN NAVAL COMMISSION  
5130 MACARTHUR BOULEVARD, N.W.  
WASHINGTON DC 20016-3344

Page 2 of 3

| Item                                                      | Material Qty | Description Unit Price | Value                |
|-----------------------------------------------------------|--------------|------------------------|----------------------|
| Aircraft Number: N-3037<br>Aircraft Serial Number: 704917 |              |                        |                      |
| <b>Items total</b>                                        |              |                        | <b>16,380.00 USD</b> |
| <b>REMIT THIS AMOUNT</b>                                  |              |                        | <b>16,380.00 USD</b> |

If further information is required for payment, please contact  
Subscriptions Team  
319-295-5000  
collinsfmssubscriptions@collins.com

If return of this material is necessary, please contact our Order Administration or Contracts department for authorization and instructions. The material may need to meet certain Rockwell Collins acceptance and inspection criteria. A restocking fee may apply.

**ACH payments to:**  
Bank of America  
1401 Elm Street 2nd Floor  
Dallas, TX 75202  
Account: 4451189589  
ABA: 111000012





| CERTIFICADO DE PRESTAÇÃO DE SERVIÇO                                                                                                                  |                                                                                                  |           |   |
|------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|-----------|---|
| DOCUMENTO DE ORIGEM N <b>30878568</b>                                                                                                                |                                                                                                  |           |   |
| CERTIFICO QUE O SERVIÇO A QUE SE REFERE O PRESENTE DOCUMENTO DE DESPESA FOI EFETIVAMENTE PRESTADO E ATENDE ÀS ESPECIFICAÇÕES DO DOCUMENTO DE ORIGEM. |                                                                                                  |           |   |
| DATA<br><b>08/02/2024</b>                                                                                                                            | SERVIDOR RESPONSÁVEL<br><b>Leonardo Caetanheira Antunes</b><br><i>Capitão de Corveta Antunes</i> |           |   |
| CÓDIGO OM                                                                                                                                            | DOC N                                                                                            | LICITAÇÃO |   |
|                                                                                                                                                      |                                                                                                  | TIPO      | N |
| DATA                                                                                                                                                 | AGENTE FINANCEIRO/GESTOR                                                                         |           |   |
| AGENTE FISCAL                                                                                                                                        |                                                                                                  |           |   |

**MARINHA DO BRASIL**

Comissão Naval Brasileira em Washington

A presente fatura foi certificada e/ou

foi autorizado o pagamento acordo

**R 081933Z / FEV / 2024 de Melias**

CNBW, em **14** de **Fevereiro** de **2024**

**ELIAS FERREIRA DA SILVA**

Capitão de Fragata (T)

Encarregado da Divisão de Licitações

Acordos Administrativos e Processos Especiais

**INVOICE 30878568 12 Jan 2024**

**Bill To:**

BRAZILIAN NAVAL COMMISSION  
5130 MACARTHUR BOULEVARD, N.W.  
WASHINGTON DC 20016-3344

Page 3 of 3

**Wire transfer payments to:**

Bank of America  
100 West 33rd Street  
New York, NY 10001

Beneficiary: Rockwell Collins Inc.  
Account: 4451189589  
ABA: 026009593  
Swift Code: BOFAUS3N  
CHIPS Numbers: 0959

**Lockbox deposits may be made to:**

Rockwell Collins  
PO Box 419547  
Boston, MA 02241-9547

Rockwell Collins accepts major credit cards. Please call Diana Wagner 319.263.4734.

Tax Identification: 52-2314475 Rockwell Collins , Inc.

These items are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. Government or as otherwise authorized by U.S. law and regulations.



**EM BRANCO**

| Sigilo    | Canal | Precedência |        | Data-Hora         |
|-----------|-------|-------------|--------|-------------------|
| Ostensivo | DD    | Ação        | Info   | R081933Z/FEV/2024 |
|           |       | ROTINA      | ROTINA |                   |



**De:** HELIAS  
**Para:** NAVUSA  
**Info:** ABASTC, AENAUT  
**Assunto:** Solicitação ao Exterior - PV43000-2024-00002 - Empresa Rockwell Collins  
**Texto:** Solicitação ao Exterior - PV43000-2024-00002 - Empresa Rockwell Collins

R-061632Z, certifico a fatura e INF o centro de custos de 06.01.14 BT  
 =====  
 R-061632Z/FEV/2024 DE NAVUSA PARA AENAUT HELIAS INFO ABASTC///

Solicitação ao Exterior - PV43000-2024-00002 - Empresa Rockwell Collins

R012020Z XMT HELIAS, PTC:

UNO - RTR R-012020Z/FEV/2024 DE AENAUT PARA ABASTC NAVUSA:

"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;

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";

DOIS - item BRAVO, PTC emitida OC 2024-M-002;

TRÊS - RCB fatura da Empresa Rockwell Collins, CFM abaixo:

-fatura: 30878568;

-Item 01: FMS-JEPP-C1-AMR Jeppesen NavDB Type C1 Military Americas;  
 -Data: 12JAN2024;  
 -Valor: USD 8,190.00;  
 Subscription effective: 04/01/2024 - 03/31/2025;  
 Platform: S70 - Sikorsky S-70;  
 Aircraft Number: N-3036; e  
 Aircraft Serial Number: 704916.

-Item 02: FMS-JEPP-C1-AMR Jeppesen NavDB Type C1 Military Americas;  
 -Valor: USD 8,190.00;  
 Subscription effective: 04/01/2024 - 03/31/2025;  
 Platform: S70 - Sikorsky S-70;  
 Aircraft Number: N-3037;  
 Aircraft Serial Number: 704917; e

-Valor total: USD 16,380.00.

Adicionalmente, PTC fatura associada à SE sob o título: "Rockwell Collins 30878568".

Diante ao exposto, CNS PSB:

ALFA - EsqdHS-1: INF Centro de Custos e certificar fatura, ACD inciso 1.17.5 da SGM-301 (9ª Revisão), observando, especificamente, quanto à necessidade de conter no verso do documento o certificado de prestação de serviços, com a identificação e assinatura do servidor responsável designado formalmente pela OMS; e

BRAVO - DAerM: caso fatura seja certificada, IND o crédito orçamentário no valor de USD 16,380.00 para dar suporte ao processo de pagamento no exterior, por meio de ALTCRED, lançando no campo "Observação do Solicitante", da REF ALTCRED, a sua destinação, a fim de permitir a rastreabilidade do crédito indicado BT

=====

R-012020Z/FEV/2024 DE AENAUT PARA ABASTC NAVUSA////

SE PV43000-2024-00002

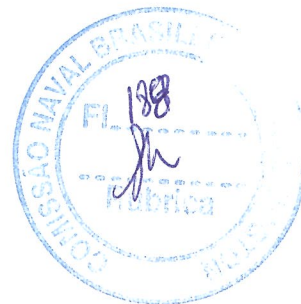
ALFA - DAbM:

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:** 01; 30; 322; 323

**Ciente:** 01; 30

**Distribuição:** Não

| Data de Entrada | Exige Providência? | Data da Solicitação | Prazo | Ação |
|-----------------|--------------------|---------------------|-------|------|
| 08/02/2024      | Não                | -                   | -     | 32   |

| Situação   | Atual | Próximo | Nº Controle             |
|------------|-------|---------|-------------------------|
| Em Trâmite | ARQ   | -       | NAVUSA-MR-2024/02-00351 |