

MASTER SERVICES AGREEMENT

This Master Services Agreement (“**Master Agreement**”) is effective as of the Effective Date (as defined below) and entered into by and between **JEPPESEN U.K. LIMITED** (“**Jeppesen**”), a company organized and existing under the laws of England, having its principal offices at Unit 3, Space Gatwick Faraday Road Crawley West Sussex RH10 9BJ and **LITHUANIAN AIR FORCE AIR BASE** (“**Customer**”), a military or government organization within the country of Lithuania having its principal office at Šiauliai.

This Master Agreement specifically terminates, cancels and replaces that certain Master Services Agreement LIT-MA-S-03937.

RECITALS

WHEREAS, Jeppesen is engaged in the business of providing services and products to aviation customers worldwide;

WHEREAS, Customer is engaged in air transport activities which require certain of Jeppesen’s services and products; and

WHEREAS, Jeppesen desires to furnish Customer, and Customer desires to purchase from Jeppesen, those services and products described herein.

AGREEMENT

NOW, THEREFORE, in consideration of the above premises and the mutual covenants and promises of the parties herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Jeppesen and Customer do hereby agree as follows:

1. Services and Products to be Furnished. Jeppesen will furnish to Customer, subject to the terms and conditions of this Master Agreement, the services and products (“**Services**”) as specified in each services supplement and any applicable orders thereunder (“**Supplement**”). Each individual Supplement will (i) refer to a specific Service, (ii) incorporate the terms and conditions of this Master Agreement as an integral part of the Supplement, (iii) provide any additional terms applicable to the Services provided thereunder; and (iv) provide the sole warranty, if any, for the Services provided thereunder. This Master Agreement and the Supplements will hereafter be collectively referred to herein as the “**Agreement**”. Defined terms in this Agreement denoting the plural include the singular and vice versa.
2. Term.
 - A. The term of this Master Agreement will commence on the Effective Date and continue for a period of one (1) year. Thereafter, this Master Agreement will automatically expire unless otherwise extended by mutual written agreement between the parties.
 - B. Notwithstanding the foregoing, this Master Agreement will not expire so long as any Supplement hereunder is in effect. The term of any Supplement hereunder will be in accordance with the term set forth therein, provided, however, in the event no term is set forth in the Supplement, the term of the Supplement will coincide with the term of this Master Agreement.



3. Fees and Invoicing.

- A. Fees. Unless stated otherwise in a Supplement, Customer will pay Jeppesen the prices set forth in the then-current pricing schedule for the relevant Services. All prices are stated net of Taxes. Jeppesen may revise any pricing schedule at any time with 30 days written notice.
- B. Invoicing. Jeppesen will invoice Customer for any payments due hereunder. Payment will be net 30 days after the date of Jeppesen's invoice. Jeppesen may require other terms of payment if, in Jeppesen's sole reasonable determination, Customer does not meet Jeppesen's credit requirements. Any Jeppesen Affiliate, acting as the agent for Jeppesen, may invoice and receive payments for Services provided under a Supplement. Customer is liable for all costs incurred by Jeppesen for collection of delinquent amounts, including without limitation reasonable attorneys' fees and court costs.
- C. Failure to Pay. If Customer fails to make payments when due, then in addition to any rights at law or equity, Jeppesen may without limitation:
- (i) alter the terms of payment for the specified Services, including without limitation requiring full payment of all amounts owed in advance of providing any further Services to Customer; and
 - (ii) set off any amounts owed to Customer by Jeppesen, its parent companies, its subsidiaries and its affiliates, including credits, overpayments or other forms of security or deposits against any amounts that Customer owes to Jeppesen, whereby for purposes of this clause, the term "Jeppesen" is defined as Jeppesen, its parent companies, its subsidiaries and its affiliates and
 - (iii) impose a late payment charge in the amount of one and one-half percent (1.5%) per month or the maximum amount permitted by law for any invoices not paid when due.
- D. Taxes. "Taxes" are defined as all taxes, fees, charges or duties and any interest, penalties, fines, or other additions to tax, including, but not limited to, income, withholding, sales, use, value-added, gross receipts, stamp, excise, transfer and similar taxes imposed by any domestic or foreign taxing authority arising out of or in connection with this Agreement. Except for United States, German, Swedish, Dutch and United Kingdom corporate income and/or trade taxes imposed on Jeppesen, Customer will be responsible for and pay all Taxes. If any payments to Jeppesen under this Agreement are subject to withholding tax, Customer will pay to Jeppesen such gross amount that after payment of the withholding tax, would result in the receipt by Jeppesen of the full amount due under this Agreement (i.e., Jeppesen will receive as net payments the full amount specified in this Agreement regardless of the amount of withholding taxes paid). Customer will notify Jeppesen of the payment of any Taxes made in the name of Jeppesen and provide Jeppesen with the appropriate receipts for such tax payments. Jeppesen is responsible for all tax administration decisions for taxes imposed on Jeppesen.

4. LIMITATION OF LIABILITIES.

- A. DISCLAIMER AND RELEASE. THE CONDITIONS, REPRESENTATIONS, GUARANTEES, OBLIGATIONS, LIABILITIES AND WARRANTIES (IF ANY)



OF JEPPESEN AND REMEDIES OF CUSTOMER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN SUBSTITUTION FOR, AND CUSTOMER HEREBY WAIVES, RELEASES AND RENOUNCES, ALL OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS, GUARANTEES, OBLIGATIONS AND LIABILITIES OF JEPPESEN, AND ANY OTHER RIGHTS, CLAIMS AND REMEDIES OF CUSTOMER AGAINST JEPPESEN, EXPRESS OR IMPLIED, ARISING BY LAW, EQUITY OR OTHERWISE, WITH RESPECT TO THIS AGREEMENT, ANY CUSTOMER-SUPPLIED INFORMATION, THE SERVICES OR OTHER THINGS PROVIDED, AND ANY NONCONFORMANCE OR DEFECT IN THE DESIGN, ADEQUACY, ACCURACY, RELIABILITY, SAFETY, OR CONFORMANCE WITH GOVERNMENT STANDARDS OR REGULATIONS OF SUCH SERVICES OR OTHER THINGS PROVIDED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO:

- (i) ANY IMPLIED WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, OR FITNESS;
- (ii) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE;
- (iii) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY ARISING IN THE STRICT LIABILITY OR IN TORT, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF JEPPESEN; AND
- (iv) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY FOR LOSS OF OR DAMAGE TO ANY PROPERTY OF CUSTOMER, INCLUDING WITHOUT LIMITATION ANY AIRCRAFT.

B. EXCLUSION OF SPECIFIED LOSSES AND DAMAGES. JEPPESEN WILL HAVE NO OBLIGATION OR LIABILITY WHATSOEVER, (i) WHETHER ARISING IN LAW, EQUITY, CONTRACT (INCLUDING BUT NOT LIMITED TO WARRANTY), TORT (INCLUDING BUT NOT LIMITED TO THE NEGLIGENCE OF JEPPESEN), STRICT LIABILITY, OR OTHERWISE AND (ii) WHETHER SUCH LOSSES OR DAMAGES ARE DIRECT, INDIRECT OR OTHERWISE, FOR:

- (i) LOSS OF USE, REVENUE, PROFIT, ANTICIPATED SAVINGS, BUSINESS VALUE, OPPORTUNITY OR GOODWILL;
- (ii) LOSS OR DAMAGES RESULTING FROM BUSINESS INTERRUPTION;
- (iii) LOSS OR DAMAGES RESULTING FROM DELAY IN PERFORMANCE AND COST OF SUBSTITUTE PROCUREMENT;
- (iv) LOSS OR DAMAGES RESULTING FROM REPRODUCTION OR RECOVERY OF DATA OR INFORMATION WHICH IS LOST, CORRUPTED OR DAMAGED IN ANY OTHER MANNER, WHETHER IN WHOLE OR IN PART; OR
- (v) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PURE ECONOMIC LOSSES OR DAMAGES;



IN ANY WAY ARISING OUT OF OR RELATED TO THIS AGREEMENT.

- C. If an arbitration panel or court of competent jurisdiction determines that applicable law implies warranties and liabilities which cannot be excluded or limited or which can only partly be excluded or limited, then the limit on Jeppesen's liability set forth in this "Limitation of Liabilities" Section will apply to the fullest extent permitted by law. If Jeppesen cannot exclude or limit a warranty or liability implied by law, this Agreement will be read and construed subject to such provisions of law.
 - D. Effect of Limitation. The parties acknowledge that the limitations set forth in this "Limitation of Liabilities" Section were arrived at in consideration of the mutual agreements of the parties set forth herein, and are integral to the amount of fees charged for the Services provided hereunder, and recognize that were Jeppesen to assume any further liability beyond that set forth in this "Limitation of Liabilities" Section, such fees would be substantially higher.
 - E. For purposes of this "Limitation of Liabilities" Section, the term "Jeppesen" is defined as Jeppesen, its parent companies, its subsidiaries and affiliates, the assignees of each, and their respective directors, officers, employees, licensors, contractors, subcontractors and agents.
5. Indemnities
- A. Customer will indemnify and hold harmless Jeppesen and its licensors, contractors, subcontractors and agents from and against all claims and liabilities (including claims by third parties), and costs and expenses (including attorneys' fees), incident thereto or incident to successfully establishing the right to indemnification, for injury to or death of any person or persons, including employees of Customer but not employees of Jeppesen, or for loss of or damage to any property, including without limitation any aircraft, arising out of or in any way relating to the utilization or processing of any Service or any other things provided to Customer under this Agreement, whether or not arising in strict liability or tort or occasioned by the negligence of Jeppesen, except to the extent of any obligation, liability, claim or remedy in tort is due to the reckless misconduct of Jeppesen. Customer's obligations under this indemnity will survive the expiration, termination, completion or cancellation of this Agreement.
 - B. For purposes of this "Indemnities" Section, the term "Jeppesen" is defined as Jeppesen, its parent companies, its subsidiaries and affiliates, the assignees of each, and their respective directors, officers, employees and agents
6. Intellectual Property Rights.
- A. Jeppesen is the owner of or has licensed from third parties the intellectual property and proprietary rights embodied in or pertaining to Jeppesen's Services ("**Jeppesen Intellectual Property**"), all of which are and will remain the valuable property of Jeppesen and/or its third party licensors. Jeppesen Intellectual Property includes but is not limited to all skills, expertise, know-how and experience gained in creating and maintaining Jeppesen's proprietary databases, compilations of information, symbology, charts, compilations of charts, the chart format, data (but not including data obtained from third party source), Jeppesen software and its documentation and any modifications or other enhancements developed in the course of configuring, providing or managing the Services,



and all trademarks, trade secrets, copyrights, patents and other intellectual and proprietary rights therein. Jeppesen will own all comments, suggestions or any other communication provided to Jeppesen with respect to the Services whether oral or written.

- B. Material from the Australian Aeronautical Information Publication has been used by agreement with Airservices Australia. For purposes of clarity, Jeppesen's Intellectual Property does not include data obtained from third party source that is included in Jeppesen's Services. Aspects of Jeppesen's Intellectual Property that are Jeppesen's trade secrets include the specific design and structure of the individual software programs and their interaction, and the unique programming techniques employed therein. Customer understands and agrees that (i) Jeppesen's Intellectual Property constitutes the valuable properties and trade secrets of Jeppesen embodying substantial creative efforts and confidential information, ideas and expressions; and (ii) Jeppesen's Intellectual Property is unpublished works; and (iii) the existence of any copyright notice will not be construed as an admission or presumption that publication has occurred. Except as provided in any Supplement granting a license or right to use, Customer has no right to use any of Jeppesen's Intellectual Property, which may not be copied, reproduced, stored in a retrieval system, published or transmitted in whole or in part, in any form or by any means, whether electrical, mechanical, photocopying, recording or otherwise without the prior written permission of Jeppesen. Customer will observe strict confidentiality with regard to all aspects of Jeppesen's Intellectual Property in any form whatsoever.

7. Protection of Proprietary Information. This Section creates a non-disclosure agreement between the parties for any disclosure of confidential and proprietary information by one party to the other during the term of this Agreement, thus eliminating the need for separate non-disclosure agreements.

A. Definition of Proprietary Information.

- (i) For purposes of this Agreement, "**Proprietary Information**" means written, documentary, oral or visual information of any kind disclosed by Jeppesen or Customer to the other, including, but not limited to, (a) the terms and conditions of this Agreement; (b) information of a business, planning, marketing or technical nature, including financial data, plans, forecasts, market intelligence, concepts, fixed assets, customer strategies, agreements or other proprietary or confidential material which the disclosing party may, at its sole discretion, disclose to the receiving party, (c) models, tools, hardware and software, and (d) any documents, reports, memoranda, notes, files or analyses prepared by or on behalf of the receiving party that contain, summarize or are based upon any Proprietary Information.
- (ii) Proprietary Information does not include information that is: (a) publicly known through no fault of the receiving party or of any other person or entity that is similarly contractually or otherwise obligated to protect such Proprietary Information; (b) obtained independently from a third party without an obligation of confidentiality to the disclosing party and without breach of this "Protection of Proprietary Information" Section; (c) known by the receiving party without any proprietary restrictions at the time of receipt of such information from the disclosing party; or (d) independently developed by the receiving party by persons who did not have access, directly or indirectly, to the Proprietary Information of the other party.



B. Obligations.

- (i) Protection and Use. Each party will (a) hold in strict confidence all Proprietary Information of the other party, (b) use the Proprietary Information solely to perform its obligations or to exercise its rights under this Agreement, and (c) not transfer, display, convey or otherwise disclose or make available any Proprietary Information to any third party. No disclosure or physical transfer of any Proprietary Information under this Agreement will be construed as granting (a) a license under any patent, patent application or copyright, except as is explicitly granted under a Supplement, or (b) any right of ownership in such Proprietary Information.
- (ii) Further Disclosure. The receiving party will (a) only disclose disclosing party Proprietary Information to receiving party officers, directors, employees or professional (financial, legal and accounting) advisors (collectively, "**Representatives**") on a need-to-know basis, (b) identify the information as disclosing party Proprietary Information, and (c) inform such Representatives of such Representative's obligations under this "Protection of Proprietary Information" Section to protect such Proprietary Information. Notwithstanding the foregoing, Jeppesen may disclose the Proprietary Information of Customer to its affiliated and parent companies, auditors, licensors, contractors, and subcontractors ("**Jeppesen Representatives**"); provided that Jeppesen will remain responsible for the Jeppesen Representatives' compliance with this "Protection of Proprietary Information" Section.
- (iii) Standard of Care. Each party will take the same measures to protect against the disclosure misappropriation or misuse of the other party's Proprietary Information as it takes to protect its own Proprietary Information (but in no event less than reasonable care). Each party represents that such degree of care provides adequate protection for its own Proprietary Information. The receiving party will immediately advise the disclosing party in writing of any disclosure, misappropriation or misuse by any person of the disclosing party's Proprietary Information which becomes known to the receiving party.
- (iv) Return. All Proprietary Information in whatever form, including documents, reports, memoranda, notes, files or analyses prepared by or on behalf of the receiving party, including all copies of such materials, will be promptly returned by the receiving party to the disclosing party upon written request by the disclosing party for any reason.

C. Disclosures Required by Law. The receiving party may disclose disclosing party Proprietary Information to the extent required by order of a court of competent jurisdiction, a valid subpoena or other legally binding order of disclosure, or applicable law or regulation provided that the receiving party (i) promptly notifies the disclosing party in writing prior to disclosure of the Proprietary Information, and (ii) assists the disclosing party, at the disclosing party's expense, to limit or prevent the disclosure of the Proprietary Information.

D. Injunctive Relief. In the event of an actual or threatened breach of this "Protection of Proprietary Information" Section, the affected discloser shall be entitled to seek injunctive



or other equitable or provisional relief in any court of competent jurisdiction to remedy or prevent such disclosure.

8. Termination.

- A. Events of Default. The occurrence of any one or more of the following events (“Events of Default”) will constitute an “Event of Default” under this Agreement:
- (i) Failure to pay any amounts when due to Jeppesen, Jeppesen Affiliates, or Jeppesen’s parent companies, its subsidiaries and/or its affiliates under any agreement with Customer;
 - (ii) Breach of the “Export” Section of this Master Agreement;
 - (iii) Except for Customer’s failure to pay or breach of the “Export” Section of this Master Agreement, a material breach of this Master Agreement or the relevant Supplement or Order, as applicable, by the other party which is not corrected or diligently prosecuted within sixty (60) days after written notice thereof from the non-defaulting party; or
 - (iv) The other party ceases doing business as a going concern, or suspends all or substantially all its business operations, or makes an assignment for the benefit of creditors, or generally does not pay its debts in the ordinary course of business, or admits in writing its inability to pay its debts; or petitions for or acquiesces in the appointment of any receiver, trustee or similar officer to liquidate or conserve its business or any substantial part of its assets; commences any legal proceeding such as bankruptcy, reorganization, readjustment of debt, dissolution or liquidation available for the relief of financially distressed debtors; or becomes the object of any such proceeding, unless such proceeding is dismissed or stayed within a reasonable period, not to exceed sixty (60) days.
- B. Remedies. Upon an Event of Default and subject to the limitations of this Agreement, the non-defaulting party may at its option and without notice, exercise any remedy afforded by law, equity or the Agreement, which remedies include without limitation the immediate termination of this Agreement or the applicable Supplement or Order, and in the case of Jeppesen, may include without limitation, the suspension of Services and the recovery of any monies that would have been owing Jeppesen under the initial term of the Supplement, Order or Agreement, as applicable. No failure or delay by a party to exercise any right or remedy will be a waiver thereof.
- C. Sunset. Notwithstanding anything to the contrary, if Jeppesen discontinues provision of any Service, or any part thereof, to the aviation marketplace, then Jeppesen may terminate the relevant Supplement or Order, or any part thereof, as applicable, upon at least one (1) months’ advance written notice to Customer, provided however, Jeppesen will, at its sole discretion, either (i) provide a replacement that provides similar functionality for the remainder of the initial term or any renewal term, as applicable, or (ii) refund the applicable paid up license fees, if any, associated with the applicable remaining term. The replacement may be offered under separate contract terms and an alternative fee structure.
- D. Return or Destruction of the Services. Upon termination of this Master Agreement or any Supplement, Customer will return or delete all Services, including without limitation



software, data and any other things provided thereunder, and will certify Customer's compliance with this Section. This will include deletion of software from any storage. Such return or destruction will be completed at Customer's expense within ten (10) business days following the termination date.

- E. Survival of Obligations. The following articles of this Master Agreement will survive termination of this Master Agreement: "Intellectual Property Rights", "Taxes", "Limitation of Liabilities", "Termination", "Export", and "Miscellaneous Provisions" and any other clauses that by their nature should survive termination. Each party's obligations set forth in the "Protection of Proprietary Information" Section will continue for a period of five (5) years from the termination of this Master Agreement.
9. Security Deposit. If, upon the occurrence of an Event of Default related to insolvency or bankruptcy as set forth above, and provided that Customer fails to pay any amounts when due and Jeppesen elects not to terminate this Agreement or the applicable Supplement(s), then Customer will pay Jeppesen a security deposit equal to the most recent three (3) months invoices for Services. Such security deposit will be provided to Jeppesen by Customer within ten (10) days after written notice from Jeppesen to Customer.
10. Force Majeure. Except for any payments due hereunder, neither party will be responsible or liable for any failure to perform due to unforeseen circumstances or to causes beyond its reasonable control, including but not limited to acts of God, war, riots, terrorism, embargoes, acts of civil or military authorities, fires, floods, earthquakes, accidents, labor unrest, interruptions in the delivery of required Services, failure of communications services, or shortage or failure of other critical materials or services for the duration of any such circumstances or cause.
11. Export. Neither party will export or re-export any Software and Data nor any other thing delivered in relation to this Agreement in violation of applicable laws and regulations. If an export license or authorization is required for the export or re-export of any Software or Data, then notwithstanding anything to the contrary herein, Jeppesen's obligations to provide Services will start upon receipt of such license or authorization and continue only during the validity of the license or authorization.
12. Miscellaneous Provisions.
- A. **GOVERNING LAW. THIS AGREEMENT WILL BE INTERPRETED UNDER AND GOVERNED BY THE LAWS OF ENGLAND WITHOUT RECOURSE TO CHOICE OF LAW STATUTES OR PRINCIPLES THAT WOULD OTHERWISE RESULT IN THE APPLICATION OF THE LAW OF ANY OTHER JURISDICTION TO THIS AGREEMENT. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS WILL NOT APPLY TO THIS AGREEMENT.**
- B. Dispute Resolution. Any dispute, controversy or claim arising out of or relating to this Agreement, or breach thereof, will be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with the said Rules. The place of arbitration will be London, England. The language of arbitration will be English. The foregoing will not apply in the event a third party claims any injury, damage or loss against Jeppesen in a court or other proceeding wherein Customer is joined, interpleaded or impleaded by Jeppesen, or Customer is otherwise a necessary or indispensable party to the action or proceeding. Customer waives sovereign immunity and related defenses with respect to this Agreement.



- C. Waiver and Severability. Failure by either party to enforce any of the provisions of this Agreement will not be construed as a waiver of such provisions. If any of the provisions of this Agreement are held unlawful or otherwise ineffective by a court of competent jurisdiction, the remainder of this Agreement will remain in full force.
- D. Notices. Notices regarding the terms of this Agreement will be in English and may be transmitted by any customary written means of communication addressed to the below-designated addresses for each party. Such addresses may be changed by a party by providing written notification to the other party:

Jeppesen: JEPPESEN U.K. LIMITED
 Attn: Managing Director
 [Redacted]

with a copy to: Attn: Manager, Contract Administration
 55 Inverness Drive East
 Englewood Colorado
 [Redacted]

Customer: LITHUANIAN AIR FORCE AIR BASE
 Contract Manager
 LTU Air Force Base Lakūnų g. 3
 Šiauliai LT-77103

- E. Jeppesen Affiliates. Boeing Digital Solutions, Inc. d/b/a Jeppesen, Jeppesen GmbH, Jeppesen U.K. Limited, Jeppesen Systems AB, AerData B.V. or any other entity which is wholly-owned by or subject to common control with Jeppesen (each such entity individually a “Jeppesen Affiliate”) may execute a Supplement incorporating this Master Agreement. This will create a separate contract between such Jeppesen Affiliate and Customer which will be a binding between such Jeppesen Affiliate and Customer as if both parties were original signatories of this Master Agreement and the Jeppesen Affiliate was named as Jeppesen therein. No such Supplement will change or alter the terms or conditions of any other Supplement or the Master Agreement in place between any other Jeppesen Affiliate and Customer.
- F. Amendment. The terms of this Agreement may not be amended except by a written document signed by authorized representatives of each party.
- G. Assignment. This Agreement is for the benefit of and is binding upon each of the parties hereto and their respective successors and permitted assigns. Neither this Master Agreement nor any rights or duties of either party under a Supplement may be assigned, delegated or contracted to be assigned or delegated by either party except that:



- (i) Either party may assign this Agreement or any Supplement to an entity that (a) results from any merger or reorganization of such party or (b) acquires substantially all the assets of such party;
- (ii) Jeppesen may assign any of its rights to receive money;
- (iii) Jeppesen may assign all or any part of its rights and obligations to its ultimate parent company or any wholly-owned subsidiary thereof provided that Jeppesen will remain responsible for all duties under this Agreement and Customer will continue to deal exclusively with Jeppesen.

No action taken by Customer or Jeppesen relating to the assignment of an Agreement or Customer's or Jeppesen's rights or obligations under the Agreement will subject Jeppesen or Customer to any liability beyond that in this Agreement.

- H. Headings. Section headings used in this Agreement are for convenient reference only and are not intended to affect the interpretation of this Agreement.
- I. Entire Agreement. This Agreement, including all exhibits attached hereto, constitutes the entire agreement between Jeppesen and Customer with respect to the subject matter hereof, superseding any prior or contemporaneous oral or written agreements, representations, or understandings not specifically incorporated herein. The terms of this Agreement may not be amended except by a written document signed by duly authorized representatives of each of the parties. This requirement may only be modified by a written amendment to this Agreement.
- J. Conflicting Documents. In the event of a conflict between the terms and provisions of this Master Agreement and any Supplement, the terms of any specific Supplement will govern. In the event Customer issues a purchase order for its request of Services, the terms and conditions of this Agreement will govern and take precedence over all terms and conditions contained on or referenced by such purchase order. In the event this Agreement is translated, this English version will govern and take precedence over any translation.



Agreed and Accepted

[Redacted signature]

JEPPESEN I.K. LTD. LITHUANIAN AIR FORCE AIR BASE

By: [Redacted signature]

By: [Redacted signature]

Name: [Redacted signature]

Name: [Redacted signature]

Title: [Redacted signature]

Title: [Redacted signature]

Date: [Redacted signature]

Date: [Redacted signature]



**JEPPESEN MILITARY CHARTS, FOREFLIGHT DISPATCH, FOREFLIGHT
MILITARY FLIGHT BAG AND FOREFLIGHT RUNWAY ANALYSIS SERVICES
SUPPLEMENT**

This Services Supplement (the “**Supplement**”) is effective as of the Effective Date (as defined below) and entered into by and between **JEPPESEN U.K. LIMITED** (“**Jeppesen**”) and **LITHUANIAN AIR FORCE AIR BASE** (“**Customer**”), and the terms and conditions of that certain Master Services Agreement, Contract No. LIT-MA-S-06463 between **JEPPESEN U.K. LIMITED** and Customer (“**Master Agreement**”) are incorporated herein as an integral part hereof.

This Supplement specifically terminates, cancels and replaces that certain Jeppesen Military Chart Services Supplement, Contract No LIT-Supp-S-11055

- I. Definitions. Unless otherwise provided herein, all capitalized terms used in this Supplement will have the same meaning as defined in the Master Agreement.
 - A. “**Aircraft**” means any aircraft owned or operated by the Unit.
 - B. “**Content**” means all Standard Sheets contained in a Standard Paper Airway Manual.
 - C. “**Customer Data**” means Customer chart and text data that is not acquired, produced or maintained by Jeppesen and is in a format and naming convention supported by the Software to allow such data to be displayed by the Software. Customer is solely responsible for the acquisition, distribution, and updating of all Customer Data.
 - D. “**EFB**” is an acronym for Electronic Flight Bag.
 - E. “**EULA**” End User License Agreement.
 - F. “**ForeFlight Military Flight Bag**” ForeFlight’s proprietary mobile application for use in conjunction with Jeppesen’s Standard Electronic Services.
 - G. “**Optional Services**” means the following Services available only upon Customer’s request:
 - (i) “**Standard Paper Services**” means paper based flight information services containing only Customer-selected Standard Coverage(s), as available from Jeppesen from time to time, combined into manuals. Jeppesen will provide a revision service for the Standard Paper Service per Jeppesen revision criteria.
 - a) Sunset of Paper Services. Notwithstanding anything to the contrary, Jeppesen is sunsetting its Paper Services offerings and will terminate provision of all Paper Services on October 31, 2026, without further notice to Customer, provided however, Jeppesen will refund applicable paid up and unused fees for such Paper Services, if any, associated with the remaining term of this Supplement. Any such termination will not have any effect on the validity of the remainder of this Supplement.
 - (ii) “**MFD Electronic Services**” A worldwide electronic database of Standard Coverages, as available from Jeppesen from time to time, for use in a Multi-Functional Display (“**MFD**”) system developed by a third party manufacturer to display Jeppesen data (“**MFD Electronic Services**”). Jeppesen will provide Customer with a revision service for the MFD Electronic Services per Jeppesen revision criteria.



- (iii) **“ForeFlight Dispatch”** ForeFlight’s proprietary “schedule-to-mobile” flight planning application.
 - (iv) **“ForeFlight Runway Analysis”** ForeFlight’s proprietary runway and obstacle analysis application providing reduced take-off and landing weight determination based on a set of constraints.
 - H. **“Sheet”** means any graphic information, drawing or text printed on both sides or on one side of a paper sheet or the electronic equivalent thereof.
 - I. **“Standard”** means sheets for public use containing governmental or other officially designated source information and maintained in accordance with established Jeppesen criteria.
 - J. **“Standard Coverage”** means content for standard geographical areas in a coverage configuration determined by Jeppesen. Jeppesen determines and sets the geographic coverage area of the Content included in each particular Standard Paper Airway Manual.
 - K. **“Standard Services”** means the following:
 - (i) **“Software”** means Jeppesen’s proprietary ground-based software that allows Customer to view and print the Standard Electronic Services and Customer Data.
 - (ii) **“Standard Electronic Services”** means a worldwide database of Standard Coverages (available from time to time) and updated in accordance with Jeppesen’s revision criteria.
 - L. **“Unit”** means Customer’s unit, command or organization identified in Exhibit A attached hereto and incorporated herein by this reference.
 - M. **“Users”** means any employee or person within Customer’s Unit that operates or supports Aircraft and are authorized by End-User to utilize or have access to the Services, including but not limited to, internet access, media or paper distribution, server or network access or any additional form of media distribution requested by Customer and delivered by Jeppesen.
2. Services and Products to be Furnished. Subject to the terms and conditions contained herein, Jeppesen will provide the Services set forth below to Customer. The defined term **“Services”** or **“Flight Information Services”** as used in the Master Agreement includes, without limitation, the Standard Services, Optional Services (as requested by Customer), and anything else provided to Customer in relation to this Supplement.
3. Term. The term of this Supplement will commence on the date hereof and continue for a period of one (1) year.
4. Licensing Considerations.
- A. Grant of License. For the term of this Supplement, Jeppesen grants to Customer a worldwide, time-limited, nonexclusive and nontransferable license to use the Services on the terms and conditions set forth herein.
 - (i) As respects the Software, Customer may install and use the Software on a single personal computer for ground-based use only in support of the Unit (and



not any other units, commands, or organizations) to view and print the electronic files contained within the Standard Electronic Services.

- (ii) As respects Standard Electronic Services, Customer may store, retransmit, view and print the electronic files and distribute original printed charts only within Customer's Unit (and not any other units, commands, or organizations). Customer may use its Standard Electronic Services on
 - a) all EFBs for which Customer has licensed Jeppesen's EFB software subject to Jeppesen's EULA; and
 - b) all EFBs for which Customer has licensed ForeFlight's mobile application subject to Foreflight's EULA.
- (iii) As respects MFD Electronic Services, Customer may use the electronic files in MFDs installed on Customer Aircraft.
- (iv) As respects ForeFlight Dispatch, notwithstanding anything to the contrary, Customer's use of ForeFlight Dispatch is subject to ForeFlight's EULA, accessible at <https://www.foreflight.com/support/eula/> or within the ForeFlight application, and Customer accepts the same.
- (v) As respects ForeFlight Runway Analysis, notwithstanding anything to the contrary, Customer's use of ForeFlight Runway Analysis is subject to ForeFlight's EULA, accessible at <https://www.foreflight.com/support/eula/> or within the ForeFlight application, and Customer accepts the same.

- B. Restrictions of Use. Except as otherwise provided herein, Customer may not (i) alter any of the printed charts or electronic files received from Jeppesen; (ii) copy or reproduce the Software and accompanying materials, printed files, electronic files or paper media, or store or retransmit the Software and accompanying materials or electronic files; (iii) distribute the Software or accompanying materials, printed files, electronic files or paper media; (iv) modify, adapt, translate, reverse engineer, or decompile the Software or create derivative works based on the Software or the printed files or electronic files; (v) assign, rent, lend, or sublease the Software, electronic or printed files or paper media; or (vi) sell or transfer the Software, electronic or printed files or paper media.

5. Delivery.

- A. The Software, Standard Electronic Services, MFD Electronic Services, ForeFlight Dispatch, ForeFlight Military Flight Bag and ForeFlight Runway Analysis will be delivered by Jeppesen to Customer via Jeppesen's password protected website or such other electronic method as Jeppesen deems appropriate in its sole discretion.
 - (i) Password Protection. Customer will access Jeppesen's secure website via a password provided by Jeppesen. Customer is solely responsible for distributing its password to its authorized Users and protecting the same.
- B. The Standard Paper Services and, if Customer cannot receive via electronic method, the Software and Standard Electronic Services on media (e.g., DVD) selected by Jeppesen will be delivered FCA Jeppesen's designated shipping facility (Incoterms 2010) at Jeppesen's expense using the shipping method of Jeppesen's choice. If



Customer requests a shipping method other than that chosen by Jeppesen, Customer is responsible for all shipping and handling fees.

- C. Export License. In the event the Service requires an export license, Jeppesen will deliver the Service to Customer upon receipt of such license and only during the validity of the license.
6. Fees and Invoicing.
- A. Fees. Customer agrees to pay Jeppesen in Euro (EUR) for Customer's receipt of the Services. The prices for the Services are calculated in accordance with the then current fee schedule. Current annual fees for the Services are set forth in Exhibit 1
- B. Invoicing. Fees for the Services are payable one (1) year in advance. Notwithstanding the terms and conditions of the Master Agreement, payment for all Services provided hereunder is due and payable upon execution of this Supplement.
7. Customer's Responsibilities. Customer will be solely responsible for evaluating, acquiring and maintaining the computer hardware to support the Services. Jeppesen will have no responsibility for the performance, maintenance, repair, or update of such hardware.
8. Acknowledgements. Customer acknowledges, agrees and understands that.
- A. In the event the Services require an export license, Jeppesen will deliver the Services to Customer upon receipt of such license and only during the validity of the license.
- B. Jeppesen Services have been developed to provide current information in the condensed form required for air navigation under instrument and visual flight conditions. Information contained in the copyrighted Services is independently available from publications of the appropriate governing authority and/or other third parties; and
- C. The Services are designed for use by experienced, instrument-rated pilots who must be thoroughly familiar and competent with the instrument navigation of aircraft. The user of the Services must also be thoroughly familiar with the Introduction and Legend materials included within the Services; and
- D. Instrument procedures are designed, flight-tested, approved, authorized and prescribed by applicable governing authorities. In the United States, these flight procedures are incorporated into FAR Part 97 as regulations. Jeppesen does not design or flight-check any of these procedures, and Jeppesen has no authority to alter, modify, add to, or subtract from any flight procedure prescribed by a governing authority. Further, Jeppesen does not review or approve the adequacy, reliability, accuracy, safety or conformance with government standards of any government flight procedure, and it specifically has undertaken no such duty. Jeppesen's flight procedure charts simply depict in a graphic form convenient for the use of knowledgeable, instrument-rated pilots, the flight procedures exactly as designed, flight-tested and prescribed by government authorities; and
- E. The Services contain a wide variety of information useful to pilots which Jeppesen has obtained from many outside sources. Jeppesen has edited this source material, and has arranged and published it in a convenient, easy-to-use format.



- F. **WARNING: THE ELECTRONIC FILES AND PAPER CHARTS ARE VALID AS OF THE DATE THEY ARE PRINTED OR DOWNLOADED FROM JEPPESEN'S SECURED WEBSITE BY CUSTOMER AND/OR ITS AUTHORIZED USERS. IT IS THEREAFTER THE RESPONSIBILITY OF CUSTOMER AND ITS AUTHORIZED USERS TO ENSURE THAT THEY HAVE THE MOST CURRENT ELECTRONIC FILES AND PAPER CHARTS PRIOR TO CUSTOMER'S AND ITS AUTHORIZED USERS' USE OF SUCH INFORMATION. CUSTOMER AND ITS AUTHORIZED USERS CAN MAKE SUCH VERIFICATION BY CHECKING FOR ANY UPDATES TO THE INFORMATION ON JEPPESEN'S SECURED WEBSITE.**

- G. **WARNING: EACH AIRPORT QUALIFICATION AND FAMILIARIZATION CHART CONTAINS A LEGEND DEPICTING A SCALE WITH A DEFINED MEASUREMENT (E.G., 1 INCH = 5 MILES). IF CUSTOMER OR ITS AUTHORIZED USERS RESIZE OR ZOOM THE AIRPORT QUALIFICATION AND FAMILIARIZATION CHART, THE DEFINED MEASUREMENT MAY BE RENDERED INACCURATE. ACCORDINGLY, CUSTOMER AND ITS AUTHORIZED USERS SHOULD NOT RELY ON THE DEFINED MEASUREMENT IF CUSTOMER AND/OR ITS AUTHORIZED USERS RESIZE OR ZOOM THE AIRPORT QUALIFICATION AND FAMILIARIZATION CHART.**

- H. **WARNING: SERVICES RELATED ALERTS AND NOTICES ("ALERTS") ARE PUBLISHED ON JEPPESEN'S NOTICES AND ALERTS WEBPAGE ACCESSIBLE VIA WWW.JEPPESEN.COM. CHANGES MAY OCCUR AT ANY TIME AND CUSTOMER AGREES TO REGULARLY MONITOR JEPPESEN'S NOTICES AND ALERTS WEBPAGE AS APPROPRIATE FOR ITS TYPE OF OPERATION.**

9. **WARRANTY.**

- A. **LIMITED WARRANTY. JEPPESEN EXPRESSLY WARRANTS FOR THE SOLE BENEFIT OF CUSTOMER THAT IT HAS**
 - (i) **ACCURATELY GRAPHICALLY DEPICTED THE FLIGHT PROCEDURES PRESCRIBED BY APPLICABLE GOVERNMENT AUTHORITIES, AND**

 - (ii) **ACCURATELY COMMUNICATED THE INFORMATION OBTAINED FROM OTHER SOURCES**

ON ITS MAPS AND CHARTS AS SUPPLEMENTED AND/OR REPLACED BY ALERTS AS DESCRIBED IN THE "ACKNOWLEDGEMENT" SECTION ABOVE.

THIS EXPRESS WARRANTY IS THE ONLY WARRANTY, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, MADE BY JEPPESEN REGARDING THE SERVICES. JEPPESEN WILL, AT ITS OPTION, REPAIR OR REPLACE THE SHEETS, OR REFUND THE MONEY PAID FOR THE SHEETS, WHICH FAILS TO MEET THIS WARRANTY, PROVIDED HOWEVER SUCH REFUND FOR ALL SHEETS THAT FAIL TO MEET THIS WARRANTY WITHIN A CALENDAR YEAR WILL NOT EXCEED ONE QUARTER (1/4) OF THE YEARLY SERVICE FEE RECEIVED HEREUNDER.



THIS SECTION STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY.

- B. **WARRANTY DISCLAIMER. EXCEPT AS SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. JEPPESEN MAKES NO WARRANTY THAT ALL ERRORS IN THE SOFTWARE, CAN OR WILL BE CORRECTED.**

Agreed and Accepted

[Redacted signature]

JEPPESEN U.K.

ANIAN AIR FORCE AIR BASE

By: [Redacted signature]

By: [Redacted signature]

Name: [Redacted signature]

Name: [Redacted signature]

Title: [Redacted signature]

Tit: [Redacted signature]

Date: [Redacted signature]

[Redacted signature]



APPENDIX 1
FEE FOR SERVICES

The fees set forth below represent Customer's current fees at current fee schedule prices. Fees schedules are subject to a minimum annual increase of five percent (5%). Fees will also be adjusted no less than annually to account for changes in the number of Aircraft and mobile computing devices utilizing the Services.

2026 - Annual Costs – LITHUANIAN AIR FORCE	
Jeppesen Military Chart Service	
<ul style="list-style-type: none"> • 3 x Alenia C-27J / 2 x Letov L-410 UVP Turbolet • 2 x Mi-8T & 3 x AS365 Dauphin Helicopters <p>Unlimited access to Jeppesen Library, including Unlimited Access to Jeppesen Charts Online via www.foreflight.com</p>	€37,328
Foreflight Military Flight Bag – Performance	
<p>Twenty Five (25) Foreflight Performance Application installations €840 per license</p>	€21,000
TOTAL COST FOR SERVICES FOR 2026	€58,328



DETALŪS METADUOMENYS

Dokumento sudarytojas (-ai)	
Dokumento pavadinimas (antraštė)	
Dokumento registracijos data ir numeris	
Dokumento gavimo data ir dokumento gavimo registracijos numeris	
Dokumento specifikacijos identifikavimo žymuo	
Parašo paskirtis	
Paraša sukūrusio asmens vardas, pavardė ir pareigos	
Sertifikatas išduotas	
Parašo sukūrimo data ir laikas	
Parašo formatas	
Laiko žymoje nurodytas laikas	
Informacija apie sertifikavimo paslaugų teikėją	
Sertifikato galiojimo laikas	
Informacija apie būdus, naudotus metaduomenų vientisumui užtikrinti	
Pagrindinio dokumento priedų skaičius	1
Pagrindinio dokumento pridedamų dokumentų skaičius	--
Pridedamo dokumento sudarytojas (-ai)	--
Pridedamo dokumento pavadinimas (antraštė)	--
Pridedamo dokumento registracijos data ir numeris	--
Programinės įrangos, kuria naudojantis sudarytas elektroninis dokumentas, pavadinimas	
Informacija apie elektroninio dokumento ir elektroninio (-i) parašo (-ų) tikrinimą (tikrinimo data)	
Paieškos nuoroda	
Papildomi metaduomenys	

