



CAMP REGISTRATION FORM – DAHER KODIAK AIRCRAFT

Instructions: Please complete all applicable fields below to register your Daher Kodiak aircraft with CAMP Systems.

A. Aircraft Information

Model: _____ Serial Number: _____ Registration Number: _____

Engine Model: _____ Engine Serial Number: _____

Certification Date: _____ Customer Delivery Date: _____

Cycles* (Hobbs Meter): _____ Hours: _____ ***Note:** You must sign up for EHM within 100 hours to qualify for on-condition status for the PT6A engine.

Maintenance Tracking Service:

☐ I hereby acknowledge and accept Daher's offer to provide twelve (12) months of CAMP MTX free of charge for this aircraft.

Engine Health Monitoring Service:

☐ I hereby acknowledge that this aircraft is enrolled in Eagle Service Plan (ESP). Engine Health Monitoring services are provided as part of ESP.

☐ I hereby acknowledge that this aircraft is NOT enrolled in ESP, and I accept Daher's offer to provide twelve (12) months of CAMP EHM free of charge.

B. Points of Contact

***Note:** If the sale is not to retail, enter the dealer information

Aircraft Owner (Legal Entity)

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Country: _____

Contact Name: _____

Phone: _____ Mobile: _____

Email: _____

ICAO Airport Code: _____

Primary Designated Service Center/Dealer*

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Country: _____

Contact Name: _____

Phone: _____ Mobile: _____

Email: _____

ICAO Airport Code: _____

C. Certification and Acknowledgement

By signing this registration form, you acknowledge that you have received, read, and agree to the attached CAMP Systems International, Inc. Terms and Conditions and the Privacy Notice, available at <https://www.campsystems.com/privacynotice>.

These may be updated from time to time. You understand that CAMP Systems may collect, use, share, and retain personal information as outlined in these documents. You also consent to the transfer of such information to the United States and other jurisdictions that may not offer the same level of data protection as your home country. If you are registering on behalf of someone else, you confirm that you have obtained their consent to these terms. Additionally, you certify that (a) the aircraft and its engines have not been modified with any part, component, or attachment that is specially designed or modified for military or space applications; and (b) the aircraft and its engines have not been exported or re-exported in violation of applicable U.S. export laws. Finally, you authorize CAMP Systems to provide Daher with electronic and/or printed copies of relevant documentation.

Signature: _____ Title: _____

Printed Name: _____ Date: _____

Please return the completed form to accounts@campsystems.com.
If you have any questions, please contact us at 1-877-411-CAMP.

www.campsystems.com

TERMS AND CONDITIONS

ARTICLE I: PARTIES

CAMP Systems International Inc. is referred to herein as "CAMP" and the person or entity acquiring services from CAMP is referred to herein as "Operator".

ARTICLE II: RESPONSIBILITIES OF PARTIES

1. Promptly following the effective date of this Services Agreement and receipt of all required documentation, CAMP shall provide Operator access to the services set forth on the attached form(s) ("Services"), through CAMP's on-line management system (the "CAMP System").
2. CAMP shall enroll the aircraft identified on the attached form(s), along with all installed propellers, engines, rotables, time controlled parts and accessories (collectively, the "Aircraft") and/or engine identified on the attached form(s) (the "Engine"), as applicable, on the CAMP System and allow the Operator real-time access to the CAMP System via the Internet, to assist the Operator in establishing and monitoring data as required under applicable aviation regulations, airworthiness directives and service bulletins for life limited parts.
3. Using Work Compliance Forms (WCFs), as completed by the Operator, the Services will update the Aircraft and/or Engine maintenance information and furnish the Operator with, among other things, updated status reports and WCFs.
4. CAMP will process personal information (e.g., names and contact details) of Operator's users and individuals associated with the Aircraft or Engines, as applicable for each Service, and data about their interactions with the Services (the "Subscriber Personal Data" or "SPD"). Operator hereby instructs CAMP to use and disclose SPD as contemplated in this Services Agreement and as needed to (a) provide the Services; (b) respond to technical problems or queries; (c) communicate about the Services and CAMP's and its affiliates' offerings; (d) share or transfer SPD to CAMP's affiliates and other recipients, including recipients that may be located in the United States and/or other countries, for their own business purposes; (e) detect, investigate and remediate security incidents, fraud or illegal activities; and (f) comply with applicable laws, regulations, legal processes or government requests. CAMP will maintain appropriate safeguards to protect the SPD taking into account the nature and sensitivity of the SPD. Operator is solely responsible for ensuring that the means by which it acquired SPD and the sharing of such SPD with CAMP for the Services complies with applicable laws and its privacy notices or similar statements. CAMP may aggregate and de-identify SPD and other data obtained through the Services and use such aggregated data to generate insights. If the SPD CAMP processes on behalf of Operator is subject to applicable privacy laws, then CAMP will process such SPD in accordance with the CAMP Data Processing Agreement ("CAMP DPA"), available at www.campsystems.com/privacy/subprocessors, as may be updated by CAMP from time to time.
5. CAMP may use all maintenance data for the Aircraft and all engine condition trend monitoring data for the Engine, as applicable, for any business purpose.
6. Operator will furnish to CAMP: (i) all historical baseline data; and (ii) all manufacturer's maintenance manuals (and any updates thereto) required for CAMP to perform the Services, for use by CAMP solely to provide the Services. Operator authorizes CAMP to use the maintenance manuals so that CAMP can perform the Services.
7. Operator will furnish to CAMP in a timely manner, all information required by CAMP to perform the initial set-up and to provide the Services (e.g., in the case of inventory control, model, serial, number, part names and numbers, or in the case of flight scheduling, pilot contact information). Operator acknowledges that CAMP will be unable to provide the Services until receipt of all required data, manuals and other information.
8. Operator will promptly complete and return to CAMP all other ongoing information required to provide the Services, including without limitation, completed scheduled and unscheduled WCFs.
9. Operator will, and will cause its users to, (a) maintain, manage and keep confidential their user names and passwords for the CAMP System and (b) not transfer or otherwise make available the same to any person or entity, including without limitation, any third party maintenance tracking service provider or otherwise a competitor of CAMP. Operator will be deemed to reaffirm the foregoing representation each time it or its users access the CAMP System. CAMP shall not be responsible (and Operator shall be solely responsible) for any unauthorized access to Operator's account due to Operator's failure to properly manage its user names and passwords, including, by way of example, Operator's failure to remove such employee's user name and password upon his/her termination of employment.
10. For any excerpt or extract of a maintenance manual, service bulletin or parts catalogue, the CAMP System or the Services provided to Operator through the CAMP System, the Operator shall: (a) maintain the same in confidence; (b) preserve and protect the confidentiality thereof using no less than reasonable care; (c) not disclose the same, in whole or in part, to any third party; (d) not, in whole or in part: (i) modify, copy, translate into any language, reproduce or make derivatives thereof; or (ii) reverse engineer, reverse compile, reverse assemble or otherwise translate into any human or machine-readable form any portion thereof; (e) use the same only with the CAMP System and not, in whole or in part, for any other purpose, including but not limited to: (i) designing,

creating, developing, reproducing, manufacturing or deriving any design, part, product, material, process, modification, configuration change or repair; (ii) seeking FAA or other governmental or regulatory approval or acceptance for any of the foregoing; or (iii) any other commercial activity not expressly authorized by CAMP in writing.

ARTICLE III: PAYMENT

1. Upon receipt of an invoice, the Operator shall pay the following non-refundable amounts to CAMP:
 - a) An initial participation fee as set forth on the attached form(s), for the initial term of this Services Agreement. The initial term of this Services Agreement and the commencement date for the Services is specified on the attached form(s). The foregoing dates shall apply even if Operator fails to provide to CAMP all information required to begin performance.
 - b) A one time activation fee specified on the attached form(s) to establish Operator on the CAMP System. In the event Operator adds additional Aircraft and/or Engines, as applicable, or it is necessary to reactivate an Aircraft and/or Engine on the CAMP System, Operator shall be required to pay the then current activation fee charged by CAMP.
 - c) Round trip airfare, reasonable expenses and per diem charges incurred by a CAMP analyst in the event Operator requests (which request will be specified in the Special Instructions on the attached form(s) or otherwise requested by Operator in writing) a CAMP analyst travel to provide any technical assistance, including but not limited to determining the maintenance status of the Aircraft or Engine.
 - d) Upon receipt of an invoice prior to each renewal of the Services, and in any event prior to any renewal date, Operator shall pay CAMP the then current participation fee charged by CAMP.
2. All amounts due hereunder shall be payable in full within 30 days from the date of invoice. Any amounts payable hereunder which are not paid when due shall thereafter bear interest at the rate of 1.5% per month or the maximum amount permitted by applicable law, whichever is less. Time is of the essence for all payments due hereunder, and if any payment due CAMP is collected at law, or through an attorney-at-law or under advice therefrom, or through a collection agency, Operator will pay all costs of collection, including, without limitation, all court costs and reasonable attorney's fees. If Operator fails to make any payment when due hereunder, or in the event of other default or breach by Operator of any obligation to CAMP, CAMP shall have (in addition to all rights and remedies CAMP may have at law or in equity) the option to suspend or terminate all or any part of the Services.
3. Operator shall be solely responsible for, shall pay, and shall indemnify and hold CAMP harmless from, any and all applicable federal, state, or foreign sales, use, withholding, value added, excise or property taxes, all duties and charges, and any interest or penalties with respect thereto, imposed by any governmental authority based on this Services Agreement or on all or any part of the Services. Without limiting the foregoing, if any governmental authority shall impose any withholding tax on the amounts due hereunder, then Operator shall be required to gross up the amounts due to CAMP so that CAMP receives the full invoiced amount.
4. Operator will be solely responsible for, and will defend, indemnify and hold harmless CAMP and its affiliates, directors, officers, employees, shareholders, representatives, agents, servants, predecessors, successors, and permitted assigns from and against any and all, fines, penalties, claims, liabilities, suits, demands, losses, damages, expenses or costs (including but not limited to attorneys' fees and costs and court costs) that may result from, arise out of or relate to the Services or this Services Agreement, including, without limitation, any breach of the representations, warranties, and certifications contained in Article IV hereof.

ARTICLE IV: OPERATOR REPRESENTATIONS & CERTIFICATION; WARRANTY DISCLAIMER

1. Operator represents that it has a valid and current license to use all maintenance publications and uses and has used a maintenance program approved by relevant authorities for the Aircraft and/or Engine, as applicable.
2. **Operator, on behalf of itself and the aircraft owner(s) (if different), represents and certifies that: (i) the Aircraft and/or Engine, as applicable, are not described on the International Traffic in Arms Regulations (ITAR) United States Munitions List and have not otherwise been specially designed, modified or equipped for military, intelligence, surveillance, or reconnaissance functions, including but not limited to gunnery, bombing, rocket or missile launching, electronic and other surveillance, reconnaissance, refueling, aerial mapping, military liaison, cargo carrying or dropping, personnel dropping, airborne warning and control, and military training; (ii) it complies and has complied with all export control, trade and sanctions regulations of the United States, including as they relate to the export of any software, software documentation, technical data or related technologies (collectively, "items") regarding the Aircraft and/or Engine, as applicable; (iii) it will not provide or cause to be provided to CAMP (whether directly or by uploading or storing in the CAMP Systems) any items regarding the Aircraft and/or Engine that is "technical data" as defined under the ITAR or is "technology" subject to control under the EAR for any policy aside from antiterrorism (AT); (iv) it and its end users**

are not citizens of, located within, or otherwise ordinarily resident in a jurisdiction that is subject to comprehensive U.S. trade sanctions or other significant trade restrictions (including without limitation Cuba, Iran, North Korea, Syria, and the so-called Donetsk People's Republic, the so-called Luhansk People's Republic, and Crimea regions of Ukraine) and that it and its end users will not access or use the CAMP Services, or export, re-export, divert, or transfer the CAMP Services, in or to such jurisdictions; (v) it, the aircraft owner(s) (if different), and its end users are not a person or persons identified on any U.S. government restricted party lists (including, without limitation, the U.S. Department of the Treasury's List of Specially Designated Nationals and Blocked Persons, Sectoral Sanctions Identification List, and Foreign Sanctions Evaders List; the U.S. Department of Commerce's Denied Parties List, Entity List, and Unverified List; and the U.S. Department of State's Debarred List and proliferation-related lists); and (vi) it, the aircraft owner(s) (if different), and its end users are not owned 50 percent or greater, in the aggregate, directly or indirectly, or otherwise controlled by a natural or legal person or persons described in clause (v) so as to subject the operator, the aircraft owner(s) (if different), or the Aircraft itself to sanctions.

3. Operator represents that it understands that the Services are provided to Operator solely as an advisory tool to assist the Operator in complying with the relevant maintenance program for the Aircraft and/or Engine, as applicable, and are not a substitute for Operator's obligations to monitor and maintain the applicable Aircraft or Engine and related records in accordance with all requirements of the manufacturer and regulatory authorities or otherwise. Operator is solely responsible for confirming the accuracy of information included with the Services on the applicable Aircraft and/or Engine and all data and information furnished by or through Operator. Operator will be deemed to reaffirm the representations in Article IV(1) through (3) each time it accesses the CAMP System or makes the payments set forth in Article III.
4. Should any change of 10% or more occur to the ownership interest of the Operator, the Aircraft, and/or Engine, as applicable, or should there be any change to the registration of the Aircraft and/or Engine, Operator shall notify CAMP of such change(s) within 7 business days from the date of the applicable change.
5. **CAMP PROVIDES THE SERVICES AND OPERATOR ACCEPTS THE SERVICES "AS IS" AND CAMP EXPRESSLY DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO ANY OF THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE OR ACCURACY.** Without limiting the foregoing, CAMP makes no warranties that the Services will comply with the requirements of any law, rule or regulation.

ARTICLE V: EXCUSABLE DELAY; LIMITATION OF LIABILITY

1. CAMP shall not be liable for any default or delay in the performance of any of its obligations under this Services Agreement if caused, directly or indirectly, by fire, flood, earthquake or other acts of God; labor disputes, strikes or lockouts; wars, acts of terrorism, rebellions, revolutions, riots or civil disorder; accidents or unavoidable casualties; interruptions or delays involving third party transportation or communication facilities (including, without limitation, the Internet); supply shortages; laws, treaties, agreements, actions, inactions, rulings, regulations, decisions or requirements of any government, tribunal or government agency; or any other cause, whether similar or dissimilar to those enumerated herein, beyond CAMP's reasonable control. If the cause of the delay is such as to render performance of this Services Agreement impossible for a period of 90 days or longer, then Operator may terminate this Services Agreement without any further liability on the part of CAMP.
2. In no event shall CAMP's aggregate liability to Operator in connection with this Services Agreement, including the Services or any other work performed pursuant to this Services Agreement, whether arising in contract, tort or under any other legal theory (including, without limitation, negligence or strict liability), exceed the lesser of \$15,000 or the amounts paid by Operator to CAMP under this Services Agreement for the 12-month period immediately preceding the date on which CAMP was first notified by Operator in writing of any problem or claim. In no event shall CAMP be liable for fines or penalties levied on Operator by a regulator, lost profits or revenues, indirect, special, incidental, consequential or similar damages arising out of or in connection with this Services Agreement or performance or non-performance of all or any part of the Services or any other work performed pursuant to this Services Agreement, or for any claim made against Operator by any other person, even if CAMP has been advised of the possibility of such damages or claim.

ARTICLE VI: DURATION OF AGREEMENT

This Services Agreement shall continue in full force and effect until terminated as provided in this Services Agreement. CAMP may terminate this Services Agreement at any time if: (i) Operator fails to make any payment due hereunder when the same becomes due and payable or breaches Article II(9) or Article IV(1) or Article IV(2) hereof, (ii) Operator breaches any other representations or warranties or term of this Services Agreement or any other operating procedures of CAMP provided to Operator, and fails to cure the same within 10 days after

receipt of notice from CAMP, (iii) Operator becomes insolvent or makes any assignment for benefit of its creditors, or (iv) any proceeding is filed by or against Operator under any bankruptcy or similar laws for the relief of debtors. CAMP also reserves the right to suspend all or part of Operator's use of the Services immediately and without liability if CAMP reasonably believes that Operator is in breach of Article IV(1) or if CAMP identifies a potential violation of Article IV(2) as part of its routine screening (in each case, a "Service Suspension"). In the event of a Service Suspension, CAMP may (a) independently resolve the Service Suspension or (b) require Operator to provide information reasonably satisfactory to CAMP to confirm Operator's compliance with Article IV(1) and/or Article IV(2), as applicable. If such evidence is required by CAMP and such evidence is not provided within five (5) business days following the initiation of a Service Suspension, CAMP may terminate this Services Agreement. Neither the expiration or termination of this Services Agreement nor a Service Suspension shall release Operator from its confidentiality, indemnification and payment obligations hereunder or affect any rights which the Parties may have, including any remedies for breach of this Services Agreement.

ARTICLE VII: ASSIGNMENT

This Services Agreement may not be transferred or assigned by Operator, even if Operator sells or transfers the Aircraft and/or Engine served by this Services Agreement, without the express prior written consent of CAMP. CAMP is expressly permitted to assign this Services Agreement. This Services Agreement shall inure to the benefit of and shall be binding upon each parties' permitted successors and assigns.

ARTICLE VIII: MISCELLANEOUS

1. In any contract entered into with the United States government or unit or agency of the United States Government (the "**Government**") or in any contract entered into with any other party which is a subcontract at any tier of a contract entered into with the Government, Operator agrees to notify CAMP of the involvement of the Government prior submission of the purchase order or purchase of the Services.
2. Any notice pursuant to this Services Agreement shall be sufficiently given if delivered in person or if mailed by registered or certified mail, postage prepaid, to the other party at the addresses specified on the attached form(s), or if transmitted by electronic transmission, to the email address most recently provided by such party with receipt of confirmed transmission. Any party may change the address or email to which notices are to be sent by giving notice to the other party in the manner provided herein. Operator will notify CAMP within 24 hours of Operator's receipt of a subpoena related to the Services or this Services Agreement.
3. The terms and conditions contained in this Services Agreement constitute the entire agreement between the parties with respect to the Services, and supersede all communications, representations or agreements, either oral or written, between the parties with respect to the matters contained herein. No agreement or understanding varying the terms and conditions of this Services Agreement (other than CAMP's operating procedures) shall be binding upon either party unless made in writing and signed by duly authorized representatives of both parties. No failure or delay on the part of CAMP to exercise any right or remedy hereunder shall operate as a waiver thereof, nor shall a single or partial exercise by CAMP of any right or remedy preclude any further exercise thereof or the exercise of any other right or remedy.
4. The validity and effect of this Services Agreement shall be governed by the laws of the State of New York, without regard to its rules regarding conflicts of law. Each party irrevocably submits to the exclusive jurisdiction of the United States District Court for the Southern District of New York or any court of the State of New York located in New York County for any and all disputes arising from or in connection with this Services Agreement or the Services. **EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING (WHETHER IN CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF, OR RELATED TO, THIS SERVICES AGREEMENT.**
5. This Services Agreement is between CAMP and Operator. The aircraft manufacturer related to any Aircraft, and the engine component manufacturer related to any Engine, as applicable, is not party to this Services Agreement and makes no representation or warranty under this Services Agreement, whether express or implied.
6. Nothing in this Services Agreement conveys, grants, or obligates CAMP to convey or grant a license to any patent, trademark or other CAMP intellectual property right.
7. The Services may periodically provide links to third-party Web sites ("**Third Party Sites**") and/or data, information and materials provided by third parties ("**Third-Party Content**"), all of which are provided by CAMP to Operator and its users for general information purposes only and do not constitute a recommendation or solicitation to purchase or sell any service or products. CAMP does not control, and expressly disclaims any responsibility for, any such Third-Party Sites and Third-Party Content. Furthermore, CAMP may, in its sole discretion, cease providing Operator and its users access to such Third-Party Sites or Third-Party Content via the Services at any time without any notice and without any liability to Operator or any other person or entity.