

NR HACK 3093 / 1909.2024

## CORPORATE AIRCRAFT SERVICE PROGRAM CASP AGREEMENT

Rockwell Collins CASP Agreement Number \_\_\_\_\_

This Collins Avionics Service Program Agreement ("CASP Agreement") is between Rockwell Collins, Inc., a part of Collins Aerospace ("Rockwell Collins") having a place of business at 400 Collins Road N.E., Cedar Rapids, Iowa 52498 and ROMANIAN CIVIL AERONAUTIC AUTHORITY SOS. BUCURESTI-PLOIESTI ("Buyer"), and NA ("Dealer"). Buyer, Dealer, and Rockwell Collins may be referred to individually as "Party" and together as "Parties".

The Parties agree as follows:

The then-current Rockwell Collins' Worldwide Rental-Exchange Program Catalog is incorporated herein by reference and is available online at [www.rockwellcollins.com](http://www.rockwellcollins.com). If there is a conflict between the terms and conditions applicable to the CASP obligations in this Agreement and the terms and conditions in the then-current Rockwell Collins Worldwide Rental Exchange Program Catalog, including the referenced Collins Aerospace Overriding Terms and Conditions for Commercial Maintenance, Repair and Overhaul Services (latest revision), this Agreement will take precedence.

If no Rockwell Collins Authorized Dealer is a Party to this Agreement and this Agreement is executed directly between Rockwell Collins and Buyer, all references to and obligations of Dealer made herein will default to Buyer.

1. **SERVICES:** Rockwell Collins will furnish to Buyer the Services as defined in this Agreement ("Services") for the Equipment installed on the aircraft identified below ("Aircraft"). "Equipment" means the Equipment identified in the attached CASP Certificate for Aircraft covered under this Agreement. When Services are required under this Agreement, Buyer or Dealer will contact Rockwell Collins rental exchange department via telephone \_\_\_\_\_ or via email to [rentalexchange@collins.com](mailto:rentalexchange@collins.com) and will provide all information identified an Article 8 Shipping.

Upon notification by Buyer or Dealer of an Equipment failure, Rockwell Collins will provide one of the following options, at Buyer's or Dealer's request:

CASP ESSENTIAL AGREEMENTS provide the following two options:

- a. A no-charge exchange, subject to availability.
- b. Have the failed Equipment repaired at a Rockwell Collins' Service Center.
  - i. A no-charge loaner may be concurrently provided.
  - ii. No-charge for Turn Around Time less than the standard fourteen (14) days (repair expedite request), excluding Mandate Modification or Service Bulletin Update programs.
  - iii. A total of five (5) Equipment failure events will be covered per each twelve (12) month Agreement term. Any additional equipment failure requests for services will be invoiced to Buyer or Dealer at Rockwell Collins then-current Worldwide Rental-Exchange Program catalog prices or at Rockwell Collins then-current time and material rates, whichever Buyer chooses, and Buyer or Dealer, as applicable, agrees to pay such charges in accordance with the payment terms set forth in Article 25, Compensation.
  - iv. Rockwell Collins will not reimburse Buyer in the event that Buyer receives rental or exchange equipment from a non-Rockwell Collins owned inventory source.

CASP\* AGREEMENTS provide the following two options:

- a. A no-charge exchange or rental, subject to availability, in lieu of repair.
  - i. When Buyer has a Rockwell Collins' Authorized Dealer provide the removal, replacement and return to service labor for the no-charge rental or exchange Equipment, such labor will be provided to Buyer by Dealer at no charge, per the then-current Rockwell Collins labor hour allowances. Dealer will be reimbursed for such labor by Rockwell Collins at the then-current labor rates set forth in the Dealer agreement.
  - ii. Rockwell Collins will not reimburse Buyer in the event that Buyer receives rental or exchange equipment from a non-Rockwell Collins owned inventory source.
- b. Have the failed Equipment repaired at a Rockwell Collins' Service Center
  - i. When Buyer has a Rockwell Collins Authorized Dealer provide the removal, replacement and return to service labor for the repaired Equipment, such labor will be provided to Buyer by Dealer at no charge, per the then-current Rockwell Collins labor hour allowances. Dealer will be reimbursed for such labor by Rockwell Collins at the then-current labor rates set forth in the Dealer agreement.
  - ii. No-Additional charge for Turn Around Time less than the standard fourteen (14) days (repair expedite request), excluding Mandate Modification or Service Bulletin Update programs
  - iii. Rockwell Collins will not reimburse Buyer in the event that Buyer receives rental or exchange equipment from a non-Rockwell Collins inventory source

CASP ELITE\*\* AGREEMENTS provide the following two options:

- a. A no-charge exchange or rental shipped within 4 hours of request, subject to availability, in lieu of repair.
  - i. When Buyer has a Rockwell Collins Authorized Dealer provide the removal, replacement and return to service labor for the

# CORPORATE AIRCRAFT SERVICE PROGRAM CASP AGREEMENT

## Rockwell Collins CASP Agreement Number \_\_\_\_\_

no-charge rental or exchange Equipment, such labor will be provided to Buyer by Dealer at no charge, per the then-current Rockwell Collins labor hours allowances. Dealer will be reimbursed for such labor by Rockwell Collins at the then-current labor rates set forth in the Dealer agreement.

ii. Rockwell Collins will not reimburse Buyer in the event that Buyer receives rental or exchange equipment from a non-Rockwell Collins owned inventory source.

b. Have the failed Equipment repaired at a Rockwell Collins Service Center.

i. When Buyer has a Rockwell Collins Authorized Dealer provide the removal, replacement and return to service labor for the repaired Equipment, such labor will be provided to Buyer by Dealer at no charge, per the then-current Rockwell Collins labor hours allowances. Dealer will be reimbursed for such labor by Rockwell Collins at the then-current labor rates set forth in the Dealer agreement.

ii. No additional charge for Turn Around Time less than the standard fourteen (14) days (repair expedite request), excluding Mandate Modification or Service Bulletin Update programs

iii. Rockwell Collins will not reimburse Buyer in the event that Buyer receives rental or exchange equipment from a non-Rockwell Collins owned inventory source.

For CASP\* and CASP ELITE\*\* Agreements

In addition to the above Services, this Agreement includes:

a. Once per each twelve (12) month Agreement term, Buyer may request reimbursement for a maximum of five (5) labor hours per aircraft tail/ registration number for Reduced Vertical Separation Minimum (RVSM) recertification (FAR 91.411/91.413 inspections) when Buyer has a Rockwell Collins' Authorized Dealer provide the RVSM Recertification labor. Buyer will be reimbursed for labor at Rockwell Collins' then-current RVSM recertification labor rates

b. Flight Management Computer (FMC) or Maintenance Diagnostic Computer (MDC) battery replacement at no charge.

c. No charge for unused rental or exchange returns

d. Optional service bulletin upgrades (reference Article 7b) incorporated through an exchange, will be priced at the then current repair upgrade price, as per the then current special pricing guides. Any additional fees for exchange are waived

e. CASP ELITE\*\* only - Troubleshooting Labor Reimbursement. When Buyer has a Rockwell Collins Authorized Dealer provide troubleshooting labor, Rockwell Collins will provide up to 30 hours of troubleshooting labor, per each 12-month Agreement term. Such troubleshooting labor will be provided at no charge to Buyer by Dealer, and Dealer will be reimbursed by Rockwell Collins at the then-current labor rates set forth in Dealer agreement

## 2. TERM:

This Agreement will begin on the Effective Date noted in Article 28 and continue for twelve (12) months (the "Initial Term"). The Agreement will expire at the end of the Initial Term unless Buyer and Dealer have opted into auto renewal. For Parties that have opted into auto renewal, at the end of the Initial Term and each anniversary of the Initial Term, this Agreement will automatically renew for a successive 12-month period unless either party gives 30 days written notice of its intent not to renew (each subsequent 12-month period a "Renewal Term"). Each Renewal Term is subject to price escalation, with Rockwell Collins providing notice of such escalation price within sixty (60) days of the relevant Renewal Term. The terms and conditions in this Agreement shall remain in effect throughout each Renewal Term unless new terms and conditions are provided by Rockwell Collins within 30 days of the relevant Renewal Term

## 3. TERMINATION/NON-RENEWAL:

a. Default. If any Party defaults on any of its obligations under this Agreement, and upon receiving written notice of default from one of the other Parties, fails to correct or remedy the default within 30 calendar days following the receipt of notice, the notifying Party will have the right to immediately terminate this Agreement by providing the other Parties written notice of termination. There is no cure period applicable to any breach of the payment for Services provided under this Agreement. Default includes submitting parts from Aircraft other than the Aircraft indicated in Article 26, Aircraft Covered. The written notice must identify the action or inaction that is the basis of the breach

b. Convenience. Any Party may terminate this Agreement solely for convenience by providing 30 calendar days written notice to the other Parties of its intent to so terminate

### c. Termination Obligations

i. If this Agreement is terminated, in no event will Rockwell Collins refund any portion of the Annual CASP Service Fee as set forth in Article 25. Compensation, except if Rockwell Collins terminates for convenience or if Agreement is terminated as a result of Rockwell Collins default pursuant to Article 3(a), then Rockwell Collins will refund a prorated amount of the Annual CASP Service Fee based on the then-current Flight Hour rate and the average actual Flight Hours flown up to the date of termination

If Agreement term is for more than one (1) year and Buyer terminates this Agreement for convenience, a \$1,000 penalty per unfulfilled future Agreement annual term(s) will be assessed to Buyer and invoiced to Buyer or Dealer as applicable. If the Aircraft is sold, this fee will be waived upon the execution of Article 11, Transfer of this Agreement, and/or Rockwell Collins' verification of Aircraft ownership

# CORPORATE AIRCRAFT SERVICE PROGRAM CASP AGREEMENT

## Rockwell Collins CASP Agreement Number \_\_\_\_\_

- ii. Immediately upon the expiration, termination or non-renewal of this Agreement, all no-charge rental Equipment and any failed Equipment for which Rockwell Collins has provided exchange Equipment will be returned to Rockwell Collins.
- iii. If this Agreement is expired, terminated or non-renewed, Buyer or Dealer will pay Rockwell Collins for any Flight Hours flown in excess of the Estimated Annual Flight Hours listed in Article 25, Compensation for the current annual contract year.
- iv. The warranty for nonbillable exchange terminates upon the expiration, termination or non-renewal of this Agreement.

#### 4. NO FAULT FOUND ("NFF"):

NFF is defined as Equipment that Rockwell Collins determines does not require repair, replacement or adjustment to return it to a serviceable state. The Equipment passes the return-to-service test, but precautionary alignment and/or component replacement may be performed. A limit of five (5) NFF returns for CASP ESSENTIAL and CASP\* AGREEMENTS and ten (10) NFF returns for CASP ELITE\*\* per Aircraft per each annual term of this Agreement will be included in the Annual Service Fee set forth Article 25, Compensation. Any additional NFF's will be separately invoiced to Buyer or Dealer at Rockwell Collins' then-current time and material pricing and Buyer or Dealer agrees to pay the time and material charges in accordance with the payment terms set forth in Article 25, Compensation.

#### 5. EXCLUDED SERVICES AND UNACCEPTABLE EQUIPMENT EXCHANGES:

Excluded Services means any repair or tests, teardown and evaluation performed as the result of any condition in excess of those published in the applicable production specification or any condition not caused by normal Equipment usage, including, but not limited to: i) improper installation (such as faulty wiring or preventative maintenance), ii) any operation of the Equipment not in accordance with Rockwell Collins' instructions/Aircraft Flight Manual, iii) repair performed or attempted by other than a designated Rockwell Collins Service Center, iv) careless, negligent, or improper use by the Buyer or other parties, v) cannibalization, inadequate packaging, storage or handling of Equipment by Buyer or third parties, vi) aircraft incidents/accidents, fire, wind, flood, leakage, collapse, lightning, explosion, or acts of God or the public enemy, vii) database updates, viii) conformance to category two (2) or three (3) inspections/verifications, ix) exchanges and rentals for cosmetic reasons, x) Service Bulletins to address obsolescence, xi) testing and re-certification for scheduled maintenance (except as noted in Article 7, Service Bulletins), xii) exchange and rental of Equipment not covered under this Agreement, and xiii) exchange and rental of Equipment removed from aircraft not covered under this Agreement.

Upon Rockwell Collins' determination that the Equipment failed due to these conditions or actions, Rockwell Collins will provide Buyer or Dealer with a repair estimate based on the then current Rockwell Collins time and material rates. Upon written approval from Buyer or Dealer of the estimated repair charges, Rockwell Collins will proceed with the repair. If a no-charge rental or no-charge exchange has already been provided by Rockwell Collins for the failed Equipment, Buyer or Dealer will pay Rockwell Collins the then-current Rockwell Collins catalog price for Exchange Equipment.

Rockwell Collins reserves the right to refuse an Equipment exchange that has been damaged. Damage includes, but is not limited to contamination or corrosion, lightning, fire, submersion, crash, misapplication, inappropriate repair actions, abnormal wear, cracked glass, broken faceplates and connectors, and/or physical damage caused by improper packing, improper installation, and/or incorrect aircraft wiring. If Rockwell Collins agrees to accept a damaged an Equipment exchange, Rockwell Collins shall invoice the Customer for the repair of said an Equipment exchange. Rockwell Collins reserves the right to void part warranty based on the extent of the damage. Damage estimates and pictures of units will be provided. The damage estimate should be approved by the customer within one week of notification. If the damage estimate is not approved within six weeks of the first notification, units will be repaired, and the customer invoiced. Rockwell Collins will not accept units that have been involved in an aircraft accident, incident, or subject to severe stress such as fire or fluid ingress. Customers who return Equipment exchanges that have been subjected to such conditions will have such Equipment exchanges returned to them unrepaired or scrapped by Rockwell Collins with customer approval. Other unacceptable Equipment exchanges include a unit with a different part number than the unit shipped by Rockwell Collins (unless prior approval has been obtained from the Rental-Exchange Pool) or an Equipment exchange for a rental transaction that is a different serial number than the unit provided by Rockwell Collins. These Equipment exchanges may be accepted, at the sole discretion of Rockwell Collins; additional charges may apply.

#### 6. PRODUCT OBSOLESCENCE:

From time to time, Rockwell Collins may deem Equipment covered as obsolete or approaching obsolescence or not practical/cost effective to repair. If any Equipment, including replacement parts or replacement assemblies becomes obsolete, Rockwell Collins will notify Buyer or Dealer and the affected Equipment will, at Rockwell Collins discretion, i) be removed from this Agreement; or ii) remain on the Agreement in a repair only status. If equipment is removed from the agreement the price per flight hour will be adjusted accordingly at renewal.

#### 7. SERVICE BULLETINS:

a. Reliability Service Bulletins: Rockwell Collins will incorporate certain reliability Service Bulletins issued for Rockwell Collins' equipment at no additional charge to the Buyer, where there is no change to fit, form, or function. In cases when the Buyer does not agree that a reliability Service Bulletin should be implemented, Rockwell Collins will make the final determination regarding the Service Bulletin's implementation.

b. Optional Service Bulletins: In the event that the Buyer would like to request any Service Bulletin that is deemed optional by Rockwell Collins, the Buyer should contact Rockwell Collins or an authorized Rockwell Collins dealer for price and delivery information.

#### 8. SHIPPING:

a. Buyer or Dealer will send all failed Equipment covered by this Agreement directly to the Rockwell Collins Service Center designated by Rockwell Collins. Buyer or Dealer is also responsible for all packing, packaging, and labeling of Equipment, in accordance with ATA-300 industry standards. Rockwell Collins will send the repaired, no-charge rental or no-charge exchange Equipment to Buyer's or Dealer's designated facility. Any claims to the carrier for Equipment damaged or lost in transit will be made by the Buyer or Dealer.

Shipping Costs:

# CORPORATE AIRCRAFT SERVICE PROGRAM CASP AGREEMENT

## Rockwell Collins CASP Agreement Number \_\_\_\_\_

i. Shipments within the United States of America or within the same country: Rockwell Collins will pay shipping costs both ways for repaired, no-charge rentals or no-charge exchange Equipment. If Buyer or Dealer ships the failed Equipment prepaid, shipping costs will not be reimbursed.

ii. Counter-to-Counter and Early AM Delivery: Buyer or Dealer will pay counter-to-counter fee or early AM delivery fees if expedited delivery service is requested at the then-current Worldwide Rental-Exchange Program rates. In addition, if counter-to-counter is requested, Buyer or Dealer will pay outbound freight

### iii International Shipments

(a) For CASP ESSENTIAL\* AGREEMENTS: The Buyer or Dealer will pay shipping costs both ways for repaired, no-charge rental or no-charge exchange Equipment, including any customs, duties or brokerage fees, local taxes and any other related fees, taxes or charges.

(b) For CASP\* and CASP ELITE\*\* AGREEMENTS: Rockwell Collins will pay for (using Rockwell Collins shipping account) or reimburse Buyer or Dealer, as applicable, the freight shipping costs both ways for repaired, or no charge rental or exchange Equipment Services, up to a maximum of \$300.00 U.S.D. for each way of shipment, per occurrence. Buyer or Dealer, as applicable, is solely responsible for all other shipping costs, including, but not limited to, customs, duties, brokerage fees, taxes and any other related fees or charges

### 9 CASP Elite\*\* Agreements only - ADDITIONAL ROCKWELL COLLINS PURCHASE DISCOUNTS:

This Agreement also provides Buyer with the following discounts:

a. Five Thousand U.S. Dollars (\$5,000.00) discount per year of the Agreement term, for Buyer to use towards the purchase of new hardware or Collins Owned Supplemental Type Certificate (STC) use from Rockwell Collins. This annual discount must be used as follows:

- i. Used in the Agreement year issued. Discounts not used in the Agreement year issued will be forfeited by Buyer, and
- ii. Cannot be combined with discounts from other years of the term of this Agreement, and
- iii. Is not valid on prior purchases, and
- iv. Cannot be used on anything other than the purchase of new hardware or STC use from Rockwell Collins.

### 10 COMPLIANCE WITH EXPORT STATUTES AND REGULATIONS:

(a) *In performing the obligations of this Contract, all Parties will comply with United States export control and sanctions laws, regulations, and orders, as they may be amended from time to time, applicable to the export and re-export of goods, software, technology, or technical data (Items) or services, including without limitation the Export Administration Regulations (EAR), International Traffic in Arms Regulations (ITAR), Foreign Assets Control Regulations (as administered and enforced by the Treasury Department's Office of Foreign Assets Control), U.S. Customs Regulations, Foreign Trade Statistics Regulations (U.S. Census Bureau) and Bureau of Alcohol, Tobacco, Firearms and Explosives Regulations (U.S. Justice Dept.) (collectively, "Export Control Laws and Regulations). Buyer and Dealer agrees that it will take measures to ensure that any goods or technical data received from Rockwell Collins are not modified for or diverted for any use contrary to United States law, including any military application.*

(b) *The Party conducting the export shall be responsible for applying for the required authorizations for the applicable export, although Rockwell Collins shall have the sole authority to make or have made any required submissions to the United States Customs Bureau to the extent that it is the U.S. Principal Party in Interest in the export. The Party conducting the re-export/re-transfer shall be responsible for obtaining the required authorizations. Each Party shall reasonably cooperate and exercise reasonable efforts to support the other Party in obtaining the necessary licenses or authorizations required to perform its obligations under this contract. Neither Party guarantees the issuance or continuation in effect of such authorizations and shall have no liability in such event. If the relevant goods or technical data are subject to a license or other governmental approval specifically identifying Buyer as the end-user thereof, Buyer will not, directly or indirectly, export, re-export, transfer, or re-transfer such goods or technical data received from Rockwell Collins to any destination without Rockwell Collins' prior written approval unless specifically permitted pursuant to such license or approval. Buyer and Dealer shall indemnify and hold harmless Rockwell Collins from any and all liability or other consequences arising as a result of a breach of clauses (a) or (b).*

(c) *The Party providing any Items under this contract shall, upon request, notify the other Party of the Items' Export Control Classification Numbers (ECCNs) as well as the ECCNs of any components or parts thereof if they are different from the ECCN of the Item at issue. Buyer and Dealer shall be responsible for complying with all applicable export laws, including U.S. laws governing the export, re-export, transfer, and re-transfer of U.S. origin items.*

(d) *Items received in Violation of Export Laws in the event that Rockwell Collins receives an Item from Buyer or Dealer that, whether or not through Buyer's or Dealer's fault, is in non-compliance with any Export Controlled Laws and Regulations, Rockwell Collins reserves the right to retain possession of such property (quarantine). Rockwell Collins shall have no responsibility or liability for, and Buyer and Dealer shall indemnify and hold Rockwell Collins harmless against, any losses, claims or damages incurred by Buyer, Dealer, or any third party resulting from Rockwell Collins' quarantine of such unit.*

### 11 TRANSFER OF THIS AGREEMENT:

If the Aircraft is sold by Buyer, any remaining term of this Agreement may be transferred (i.e. "novated") to the new owner upon written agreement of Rockwell Collins. Buyer and the new owner

a. If new owner does not want to continue any subsequent years of the contract, the contract will be terminated at the end of

# CORPORATE AIRCRAFT SERVICE PROGRAM CASP AGREEMENT

## Rockwell Collins CASP Agreement Number \_\_\_\_\_

the current annual term, with no fee to the Buyer per Article 3.(c).(ii).

b. If no written transfer agreement is completed between Rockwell Collins, Buyer and the new owner, Buyer will be responsible for payment of the remainder of the Annual Service Fee(s) for each year.

### 12. ASSIGNMENT:

Neither Party may assign, charge, transfer or otherwise dispose of this Agreement or any interests, rights or obligations herein in whole or in part, without the prior written consent of the other party (which consent shall not be unreasonably withheld, delayed or conditioned). Notwithstanding the foregoing clause, Rockwell Collins may assign any and all of its rights and obligations hereunder upon notification to Buyer to (i) any Rockwell Collins-affiliated company; (ii) a third party pursuant to any sale or transfer of all or part of the assets or business of Rockwell Collins; or (iii) a third party pursuant to or in connection with any financing, merger, consolidation, change in control, reorganization or other business combination involving Rockwell Collins.

Notwithstanding the foregoing, any of the above items (i) through (iii) resulting primarily from a corporate reorganization, spin-off, split-off or similar corporate transaction involving Raytheon Technologies (RTX), or any of RTX's affiliate (Spinoff), shall not be deemed to be an assignment pursuant to this Article, provided that in connection with such Spinoff, a Third Party does not acquire Control of the entity subject to the Spinoff. For purposes of this Article, "Third Party" is defined as any entity other than RTX or any of its wholly-owned subsidiaries or controlled affiliates, or any person(s) who control(s) RTX immediately prior to such Spinoff.

The terms "control", "controlling", "controlled by", and "under common control with" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through ownership of securities or other interests, by contract or agreement, or otherwise.

### 13. CONFIDENTIAL/PROPRIETARY INFORMATION:

This agreement, and any provision of confidential information by one Party to the other related to this Agreement, constitutes confidential information and will not be disclosed by the receiving Party without the prior written consent of the disclosing Party except that without prior written approval of Buyer, Rockwell Collins may share information related to this Agreement with Rockwell Collins' authorized Dealers for the purpose of supporting the Services of this Agreement.

Certain information disclosed or provided by Rockwell Collins to Buyer or Dealer in connection with this Agreement is proprietary and confidential to Rockwell Collins. Buyer and Dealer shall hold such information in confidence, shall not disclose it to any third party without the prior written consent of Rockwell Collins' s authorized representative, and shall use such information only as necessary to use the products or services delivered by Rockwell Collins under this Order. Buyer and Dealer agrees that in the event of a breach or threatened breach of the provisions of this clause, and in addition to any other rights or remedies the Rockwell Collins may have at law or in equity, Rockwell Collins may seek injunctive or other equitable relief compelling compliance with the aforementioned confidentiality obligations.

### 14. TAXES:

a. For the purposes of this Agreement, taxes shall include, but not be limited to, sales taxes; use taxes; withholding taxes; value added taxes; goods and services taxes, stamp taxes; excise taxes; gross receipts taxes; transfer taxes; profits taxes; turnover taxes; port dues; import, export and customs duties; and any related fees and interest or other similar taxes ("Taxes").

b. All prices stated in this Agreement shall be exclusive of Taxes.

c. Buyer shall pay the cost of any Taxes which *Rockwell Collins* is required by applicable law to charge to Buyer as a result of the transactions contemplated by this Agreement, unless Buyer shall have timely provided to Seller *Rockwell Collins* a valid and properly completed exemption certificate certifying that Buyer is not subject to such Taxes.

d. *Rockwell Collins* shall have no liability for any Taxes, whether imposed on *Rockwell Collins* or Buyer, in connection with the performance by *Rockwell Collins* of its obligations under this Agreement other than, for the avoidance of doubt, taxes imposed on *Rockwell Collins*' net income.

e. In the event any amounts described in paragraph d (other than, for the avoidance of doubt, taxes imposed on *Rockwell Collins*' net income) are imposed on Seller, Buyer shall reimburse the *Rockwell Collins* for such amounts within 15 days of written request.

f. All payments shall be made without deduction or withholding. In the event that Buyer is required by any law to make any deduction or withholding from any amount payable to *Rockwell Collins*, then then the amount payable to *Rockwell Collins* shall be increased such that after all deductions and withholdings, the amount paid to *Rockwell Collins* shall be equal to the amount to which *Rockwell Collins* would have been entitled under this Agreement had no deduction or withholding been required.

g. Any amounts withheld by Buyer shall be timely remitted to the relevant authority as required by law. Buyer shall promptly provide *Rockwell Collins* with an official receipt or certificate in respect of the payment of such amounts.

h. Both Parties agree to co-operate to eliminate or reduce, consistent with applicable law, any Taxes or similar charges which may be payable by either Party, including, where applicable, providing or issuing the necessary documentation to support or secure exemptions or recoveries. Furthermore, if as a result of a change in law or a change in the tax practice of any tax authority, either Party becomes subject to additional Taxes or similar charges which increase its financial liability during the term of this Agreement, both Parties will negotiate in good faith to attempt to reduce or eliminate such additional Taxes or similar charges, provided, however, that neither Party need take any steps which, in its reasonable opinion and acting in good faith, would increase its obligations or would be prejudicial or adverse to it (whether in respect of tax affairs or otherwise).

### 15. FORCE MAJEURE:

# CORPORATE AIRCRAFT SERVICE PROGRAM CASP AGREEMENT

## Rockwell Collins CASP Agreement Number \_\_\_\_\_

Rockwell Collins shall not be liable for any interruption or suspension in the provision of the Goods or Services, or any delay or failure to perform under this Agreement when such interruption, suspension, delay or failure results from causes beyond its reasonable control, including but not limited to an event which (i) is an act of God, act of Government, fire, floods, epidemics, quarantine restrictions, strikes, freight embargo, riot, war, acts of terrorism or any other event beyond the reasonable control of Rockwell Collins; (ii) is a delay attributable to buyer-directed sourcing or (iii) interferes with the performance of Rockwell Collins' obligations (each a "Force Majeure Event"). In any such event, and with respect to the Goods and Services so interrupted, suspended or delayed, Rockwell Collins' obligations hereunder shall be postponed for such time as Rockwell Collins performance is interrupted, suspended or delayed on account thereof.

**16. LIMITATION OF LIABILITY: NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, ROCKWELL COLLINS SHALL IN NO EVENT BE LIABLE TO BUYER FOR INDIRECT, INCIDENTAL, COLLATERAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOSSES SUCH AS BUT NOT LIMITED TO LOSS OF REVENUES, LOSS OF ANTICIPATED SAVINGS OR LOST PROFITS WHETHER OR NOT FORESEEABLE, AND WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY), TORT (INCLUDING ACTIVE, PASSIVE OR IMPUTED NEGLIGENCE), STRICT LIABILITY OR OTHERWISE AND ROCKWELL COLLINS' TOTAL LIABILITY IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE ARISING IN CONNECTION WITH THE AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNT PAID BY BUYER OR DEALER TO ROCKWELL COLLINS UNDER THE AGREEMENT DURING THE SIX MONTHS IMMEDIATELY PRECEDING THE EVENT WHICH GAVE RISE TO ROCKWELL COLLINS' LIABILITY HEREUNDER.**

### 17 NOTICES:

All legal notices must be given in English and in writing by a customary means of delivery with the ability to confirm delivery and addressed to the respective Party at the address specified in the preamble of this Agreement. The effective date of any notice or request given in connection with the Agreement will be the date on which it is confirmed by the means of delivery as received by the addressee.

### 18 RESOLUTION OF DISPUTES:

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 New York, U.S.A. (excluding choice of law) and the arbitration shall be conducted in the State of New York. 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 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.

### 19 GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the laws of the state of New York, U.S.A., without regard to any conflicts of law principles applied in that State.

### 20 SURVIVAL:

All provisions of this Agreement, its Attachments and the then-current Rockwell Collins Worldwide Rental Exchange Program Catalog which, by their nature should apply beyond the term of this Agreement and its Attachments and the then-current Rockwell Collins Worldwide Rental Exchange Program Catalog will remain in force after the non-renewal, expiration or termination of this Agreement, its Attachments and the then-current Rockwell Collins Worldwide Rental Exchange Program Catalog.

### 21 NO AGENCY:

Nothing in this Agreement will be interpreted or construed to create a partnership, agency profit-sharing, pooling arrangement, joint venture or any other legal entity between the Parties.

### 22 COUNTERPARTS:

This Agreement may be executed in counterparts, each of which will be deemed to be an original but which together shall constitute one and the same instrument. A facsimile signature on any counterpart, or an electronic or digital copy of any counterpart (including an electronic signature) will be deemed an original for all purposes.

### 23 ENTIRE AGREEMENT/MODIFICATION:

This Agreement including the Attachments, Schedules and Exhibits attached hereto or delivered in connection herewith and agreements

# CORPORATE AIRCRAFT SERVICE PROGRAM CASP AGREEMENT

Rockwell Collins CASP Agreement Number \_\_\_\_\_

**25. COMPENSATION:**

The Buyer or Dealer will prepay to Rockwell Collins the Annual Service Fee. For an Agreement Term greater than 1 (one) year, the subsequent Annual Service Fees will be invoiced automatically 30 days in advance with N30 terms. Annual Service Fees for Renewal Terms are subject to pricing escalations within Article 2. Term. Annual Service Fee is defined as the price per Flight Hour multiplied by the Estimated Annual Flight Hours, or the Minimum Annual Flight Hours, whichever is greater. The Dealer may negotiate a different Annual Service Fee with the Buyer. The Dealer will be responsible for administration of invoicing and payment of the fees owed by Buyer for the Services in accordance with Article 1, Services. Buyer will make payments to Dealer and Dealer will make payments to Rockwell Collins.

	List Price Per Flight Hour (\$USD)	Estimated Annual Flight Hours	Minimum Annual Flight Hours	Annual Service Fee (\$USD)
CASP Contract	\$90.00	600	200	\$54,000.00

Annual Service Fee does NOT include any state, federal, or local taxes, which will be added to final contract invoice if applicable.

At the conclusion of each annual Agreement term, the Dealer will report the actual annual flight hours within fourteen (14) days. Rockwell Collins will then reconcile the actual annual Flight Hours flown to the Minimum Annual Flight Hours and will issue an invoice or a credit, as applicable, to the Dealer. The Dealer is responsible for invoicing or crediting the Buyer. If the Dealer fails to pay Rockwell Collins any amount due with respect to this Agreement, Rockwell Collins has the right to suspend or limit Services provided under this Agreement until all past due amounts are paid. Further, Rockwell Collins has the right to charge interest at the rate of 1.5% per month or the maximum rate permitted by law, whichever is lower, on any unpaid balance owed from the date due until the date payment is acknowledged.

**26. AIRCRAFT COVERED**

Aircraft Type	Aircraft Serial#	Aircraft Tail#	Beginning Flight Hours	Flight Hour Log Date
King Air 350i	FL-1117	YR-CAA	2261.4	23 08 2024

**27. SERVICE LEVEL CLASSIFICATION**

Service Level Classification	CASP Essential <input type="checkbox"/>	CASP <input checked="" type="checkbox"/>	CASP Elite <input type="checkbox"/>
Auto Renew Selection	Yes <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	

**28. SERVICE ACTIVATION**

This Agreement will begin on \_\_\_\_\_ ("Effective Date") and expire on \_\_\_\_\_ ("Expiration Date"). To initiate Services, Buyer must provide a signed copy of this Agreement to Rockwell Collins to the address in the preamble of this Agreement to the attention of CASP Administrator, Mail Stop \_\_\_\_\_, or by email to [casp@collins.com](mailto:casp@collins.com) or to the Dealer at the address in the preamble of this Agreement. The Parties have executed this Agreement as of the Effective Date.

**SIGNATURES:** If this Agreement is processed through a Rockwell Collins authorized dealer, Dealer must sign below.

<b>BUYER:</b> ROMANIAN CIVIL AERONAUTIC AUTHORITY SOS. BUCURESTI-PLOIESTI NO 38-40 SECTOR 1 BUCURESTI RO 013695 Romania	<b>DEALER:</b> NA
Name _____	Name _____
Title _____	Title _____
Telephone _____	Telephone _____
Email <a href="mailto:contact@caa.ro">contact@caa.ro</a>	Email _____
Signature: _____	Signature: _____
Date _____	Date _____
PO# _____	PO# _____

# CORPORATE AIRCRAFT SERVICE PROGRAM CASP AGREEMENT

## Rockwell Collins CASP Agreement Number \_\_\_\_\_

referenced herein constitutes the entire contract between the Parties with respect to the subject matter hereof, and all prior proposals, representations, quotations, agreements, and understandings, written or oral, are superseded hereby. Buyer and Dealer acknowledges that any such prior proposals, representations, quotations, agreements, and understandings have been made for informational purposes only, that no liability under any legal or statutory theory, including fraud, can accrue to Rockwell Collins based on any such materials or statements, and that all of the obligations and warranties of Rockwell Collins are as expressly set forth in this Agreement and are not supplemented or amended by any such materials. Each Party agrees and acknowledges that, in entering into this Agreement, it is not relying on any representation, warranty, undertaking, covenant or assurance of any nature whatsoever (whether or not in writing) made or given by any person (whether or not a party to this Agreement) which is not expressly set out in this Agreement and waives all remedies and rights of action which, but for this clause, might otherwise be available to it in respect of any such representation, warranty, undertaking, covenant, or assurance.

### 24. ORDERING PROCEDURE

CASP Agreement Number	Failure Symptom and Status at Time of Failure
Aircraft Type/Platform	Failed Equipment Type
Aircraft Serial Number	Failed Equipment Part Number
Aircraft Tail Number	Serial Number of Failed Equipment
Billing Address	Purchase Order Number
Shipping Address	Service Requested (no-charge rental or no-charge exchange)
Name and Address of the End User (Also known as Ultimate Consignee) REQUIRED	Rockwell Collins Sales Order Number (if available)
Valid End User Certificate on file for shipments with destination in China, Russia or Venezuela (certificate required to be updated yearly)	Any special requirements/instructions

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## Compliance Certification

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The information provided in this certification ("Certification") will be used by Collins Aerospace ("Collins") to ensure compliance with U.S. export control and sanctions laws and regulations<sup>1</sup>, and the export control and sanctions laws and regulations of other applicable jurisdictions (collectively, "Applicable Export Controls and Sanctions"). By signing this Certification, the Company (as identified in the signature block) acknowledges that items supplied by Collins Aerospace ("Items") are subject to Applicable Export Controls and Sanctions, and the Company certifies and represents that:

- (1) The Items will not be used for any prohibited purpose or end use, will not be re-exported or otherwise transferred to any prohibited country or person, and will not be used in connection with weapons proliferation, including but not limited to: chemical, biological, or nuclear weapons or items capable of delivering such weapons; nuclear end uses; rocket systems; unmanned aerial vehicles; satellite usage; missiles or missile-related applications; or military applications, end uses, or end users unless the required authorization is first obtained from the relevant government agency as required by Applicable Export Controls and Sanctions;
- (2) The Company will not re-export or otherwise transfer the Items, either in their original form or after being incorporated into other products, directly or indirectly to Cuba, Iran, North Korea, Sudan, Syria, Russia, Belarus, the Crimea Region of Ukraine, the Donetsk and Luhansk regions of Ukraine, or any other region of Ukraine subject to sanctions, or the governments of those countries or regions;
- (3) The Items will not be for use in a vessel or aircraft that is controlled, chartered, or leased by a national, wherever located, of Cuba, Iran, North Korea, Sudan, Syria, Russia, Belarus, the Crimea Region of Ukraine, the Donetsk and Luhansk regions of Ukraine, or any other region of Ukraine subject to sanctions, or in a vessel or aircraft identified on the U.S. Commerce Department's General Prohibition List;
- (4) The Company and its transferee(s) and end user(s) are not prohibited by Applicable Export Controls and Sanctions and are not named on the U.S. Commerce Department's Denied Persons List, the U.S. Treasury Department's Specially Designated Nationals and Blocked Persons List (and are not owned 50 percent or more individually or in the aggregate by one or more named entities), or the U.S. Department of State's Debarred List;
- (5) The Company and its transferee(s) and any end user(s) are not named on any of the following lists to the extent being named on such list would prohibit the Company, its transferee(s), or end user(s) from receiving the Items or from engaging in any activity in connection with the transaction: the U.S. Commerce Department's Entity List or Unverified List; the U.S. Treasury Department's Sectoral Sanctions Identification List (and are not owned 50 percent or more individually or in the aggregate by one or more named entities); or the U.S. Department of State's CAATSA Section 231(d) List;
- (6) The Company and its transferee(s) and end user(s) are not debarred, suspended, prohibited, restricted, or otherwise impaired by any relevant government agency from exporting, re-exporting, receiving, purchasing, procuring, or otherwise obtaining the Items;

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<sup>1</sup> U.S. export control laws and regulations include, without limitation: the Arms Export Control Act (22 U.S.C.A. § 2778), the Export Administration Act (50 U.S.C. App. §§ 2401-2420), the International Traffic in Arms Regulations (22 C.F.R. Parts 120-130), the Export Administration Regulations (15 C.F.R. Parts 730 *et seq.*) ("EAR"), the regulations and directives enforced by the Office of Foreign Assets Control (31 C.F.R. Chapter V), the International Emergency Economic Powers Act (50 U.S.C. §§ 1701-1706), the Trading with the Enemy Act of 1917 (12 U.S.C. §§ 95a-95b and 50 U.S.C. App. §§ 1-44), the Countering America's Adversaries Through Sanctions Act of 2017 (H.R. 3364, Pub.L. 115-44) ("CAATSA"), as well as other laws, regulations, and Executive orders relating to exports and economic sanctions.

**Certification**

- (7) The Company will ensure that the Items are not used for any military end use or by any military end users in contravention of Sections 744.21 or 746.3 of the EAR or in contravention of arms embargoes or dual-use regulations of any country or jurisdiction to which the Items are subject; and
- (8) The Company will ensure that the Items are not used directly or indirectly in Russian oil or gas industry activities in contravention of the EAR, including but not limited to Section 746.5, Section 744.10, and Section 744.16, or other Russian oil or gas industry regulations of any country or jurisdiction to which the Items are subject; and will ensure that the Items are not used in any manner, including on aircraft owned, leased, or otherwise used directly or indirectly by, or for the benefit of, Gazprom, Gazpromneft, Lukoil, Rosneft, Surgutneftegas, any other entity identified pursuant to Executive Order 13662 as subject to Directive 4, or any entity owned 50 percent or more individually or in the aggregate by one or more identified entities, where such use would violate the restrictions defined in Directive 4.
- (9) The Company will ensure that the Items are not used for any supercomputer end use, semiconductor manufacturing end-use, or any other prohibited end use in conflict with Section 744.23 of the EAR.

This Certification applies to items for ultimate end use in, or for the support of, the aircraft identified below. I certify that to the best of my knowledge, the information set forth in this Certification is accurate, current, and complete and that I am duly authorized to provide this Certification and representation on behalf of the Company.

Aircraft Type	Aircraft SN	Aircraft Registration	CASP Contract
Beechcraft B300	FL-1117	YR-CAA	

If there are additions or changes to the information provided in this Certification, I will provide the new information to Collins, in writing, immediately.

<b>Representative Signature</b>	
<b>Date</b>	
<b>Company Name</b>	ROMANIAN CIVIL AERONAUTIC AUTHORITY
<b>Representative Name</b>	
<b>Representative Title</b>	GENERAL DIRECTOR



## End-Use Certificate

The information provided in this certificate ("Certificate") will be used by Collins Aerospace ("Collins") to ensure compliance with U.S. export control and sanctions laws and regulations<sup>1</sup> ("US Export Control Laws and Sanctions"), the export control and sanctions laws and regulations of other applicable jurisdictions (together with US Export Control Laws and Sanctions, "Applicable Export Controls and Sanctions"), and Collins company policy. By signing this Certificate, the Company (as defined in Schedule 1) acknowledges that the Items (as defined in Schedule 1) are subject to Applicable Export Controls and Sanctions, and the Company certifies and represents that:

- (1) The Items will not be used for any prohibited purpose or end use, will not be re-exported or otherwise transferred to any prohibited country or person, and will not be used in connection with weapons proliferation, including but not limited to: chemical, biological, or nuclear weapons or items capable of delivering such weapons; nuclear end uses; rocket systems; unmanned aerial vehicles; satellite usage; missiles or missile-related applications; or military applications, end uses, or end users unless the required authorization is first obtained from the relevant government agency as required by Applicable Export Controls and Sanctions;
- (2) The Company will not re-export or otherwise transfer the Items, either in their original form or after being incorporated into other products, directly or indirectly to Cuba, Iran, North Korea, Sudan, Syria, Russia, Belarus, the Crimea Region of Ukraine, the Donetsk and Luhansk regions of Ukraine, or any other region of Ukraine subject to sanctions, or the governments of those countries or regions;
- (3) The Items will not be for use in a vessel or aircraft that is controlled, chartered, or leased by a national, wherever located, of Cuba, Iran, North Korea, Sudan, Syria, Russia, Belarus, the Crimea Region of Ukraine, the Donetsk and Luhansk regions of Ukraine, or any other region of Ukraine subject to sanctions, or in a vessel or aircraft identified on the U.S. Commerce Department's General Prohibition List;
- (4) The Company and its transferee(s) and end user(s) are not prohibited by Applicable Export Controls and Sanctions and are not named on the U.S. Commerce Department's Denied Persons List, the U.S. Treasury Department's Specially Designated Nationals and Blocked Persons List (and are not owned 50 percent or more individually or in the aggregate by one or more named entities), or the U.S. Department of State's Debarred List;
- (5) The Company and its transferee(s) and any end user(s) are not named on any of the following lists to the extent being named on such list would prohibit the Company, its transferee(s), or end user(s) from receiving the Items or from engaging in any activity in connection with the transaction: the U.S. Commerce Department's Entity List or Unverified List; the U.S. Treasury Department's Sectoral Sanctions Identification List (and are not owned 50 percent or more individually or in the aggregate by one or more named entities); or the U.S. Department of State's CAATSA Section 231(d) List;

<sup>1</sup> U.S. export control laws and regulations include, without limitation: the Arms Export Control Act (22 U.S.C.A. § 2778), the Export Administration Act (50 U.S.C. App. §§ 2401-2420), the International Traffic in Arms Regulations (22 C.F.R. Parts 120-130), the Export Administration Regulations (15 C.F.R. Parts 730 *et seq.*) ("EAR"), the regulations and directives enforced by the Office of Foreign Assets Control (31 C.F.R. Chapter V), the International Emergency Economic Powers Act (50 U.S.C. §§ 1701-1706), the Trading with the Enemy Act of 1917 (12 U.S.C. §§ 95a-95b and 50 U.S.C. App. §§ 1-44), the Countering America's Adversaries Through Sanctions Act of 2017 (H.R. 3364, Pub.L. 115-44) ("CAATSA"), as well as other laws, regulations, and Executive orders relating to exports and economic sanctions.

COLLINS AEROSPACE PROPRIETARY

This document does not contain any export controlled technical data.

## Certificate

- (6) The Company and its transferee(s) and end user(s) are not debarred, suspended, prohibited, restricted, or otherwise impaired by any relevant government agency from exporting, re-exporting, receiving, purchasing, procuring, or otherwise obtaining the Items;
- (7) The Company will ensure that the Items are not used for any military end use or by any military end users in contravention of Sections 744.21 or 746.3 of the EAR or in contravention of arms embargoes or dual-use regulations of any country or jurisdiction to which the Items are subject; and
- (8) The Company will ensure that the Items are not used directly or indirectly in Russian oil or gas industry activities in contravention of the EAR, including but not limited to Section 746.5, Section 744.10, and Section 744.16, or other Russian oil or gas industry regulations of any country or jurisdiction to which the Items are subject; and will ensure that the Items are not used in any manner, including on aircraft owned, leased, or otherwise used directly or indirectly by, or for the benefit of, Gazprom, Gazpromneft, Lukoil, Rosneft, Surgutneftegas, any other entity identified pursuant to Executive Order 13662 as subject to Directive 4, or any entity owned 50 percent or more individually or in the aggregate by one or more identified entities, where such use would violate the restrictions defined in Directive 4.
- (9) The Company certifies that it does not engage in the following activities<sup>2</sup>:
- a. The "development," "production," "use," operation, installation (including on-site installation), maintenance (checking), repair, overhaul, or refurbishing of a "supercomputer";
  - b. The incorporation into, or the "development" or "production" of any "component" or "equipment" that will be used in a "supercomputer";
  - c. The "development" or "production," of integrated circuits at a semiconductor fabrication "facility" that fabricates integrated circuits meeting any of the following criteria:
    - i. Logic integrated circuits using a nonplanar transistor architecture or with a "production" technology node of 16/14 nanometers or less;
    - ii. NOT AND (NAND) memory integrated circuits with 128 layers or more; or
    - iii. Dynamic random-access memory (DRAM) integrated circuits using a "production" technology node of 18 nanometer half-pitch or less; or
  - d. The "development" or "production" of any "parts," "components," or "equipment" specified under ECCN 3B001, 3B002, 3B090, 3B611, 3B991, or 3B992.
- (10) The Company will ensure that the Items are not used for any supercomputer end use, semiconductor manufacturing end-use, or any other prohibited end use in conflict with Section 744.23 of the EAR.

<sup>2</sup>Terms in quotations in paragraph 8 are defined in the Export Administration Regulations (15 C.F.R. Parts 730 et seq.).

I certify that to the best of my knowledge, the information set forth in this Certificate is accurate, current and complete and that I am duly authorized to provide this Certificate and representation on behalf of the Company. In the event that there are additions or changes to the information provided in this Certificate, I will provide the new information to Collins, in writing, immediately.

<b>Representative Signature</b>	
<b>Date</b>	
<b>Company Name</b>	ROMANIAN CIVIL AERONAUTIC AUTHORITY
<b>Representative Name</b>	
<b>Representative Title</b>	GENERAL DIRECTOR

