

FSEMC MEMBERSHIP AGREEMENT

This Membership Agreement (“Agreement”) is made by and between _____ (“Member”) and SAE Industry Technologies Consortia, a Pennsylvania not-for-profit corporation having an office at 16701 Melford Blvd., Suite 120; Bowie, MD 20715 (“SAE-ITC”). This Agreement contains the terms and conditions for membership in the FSEMC aviation industry activities (“Activities”) organized by ARINC Industry Activities (“ARINC-IA”), an industry program of SAE-ITC.

1. **Mission:** The FSEMC cooperatively establishes common simulator-related technical standards and develops shared technical solutions that no one organization could develop independently. Use of the resulting standards and solutions creates value by improving cost effectiveness, increasing productivity, and reducing lifecycle costs for airlines; aircraft and flight simulator manufacturers; and flight crew training providers.
2. **ARINC Industry Activities:** ARINC-IA coordinates and serves as secretariat for AEEC, AMC, and FSEMC—the aviation industry activities organized by SAE-ITC. Membership Fees paid under the terms of this agreement are used to support the ARINC-IA secretariat function and related costs.
3. **Membership:** Fundamental to the success of the FSEMC is cooperation among the airlines and other members of the aviation community that participate in the FSEMC activities. Members elect the leadership committee responsible for leading the activities, including the development of the work program to be pursued. Members also benefit from the information exchange among participants in the activities and the ARINC Standards and other technical deliverables that result from the work of these activities. By this application, Member accepts the Terms and Conditions of this Agreement and any attachments thereto.
4. **Point of Contact:** Member and SAE-ITC shall each appoint an exclusive point of contact for the purpose of coordination of technical information and notices relating to this Agreement. Either party may change their point of contact by written notification. Invoices will be sent to the Organization Point of Contact unless otherwise specified in writing by Member.

Organization Point of Contact

Name: _____
 Address: _____
 Telephone: _____
 Fax: _____
 Email: _____

SAE-ITC

Name: Vanessa A. Mastros
 Address: 16701 Melford Blvd., Suite 120
 Bowie, MD 20715
 Telephone: 240.334.2575
 Email: vmastros@sae-itc.org

IN WITNESS WHEREOF, each party hereto intending to be bound, has caused its duly authorized representative to execute this Agreement on its behalf as of the Effective Date. The person executing this document hereby certifies that the Member name set forth below is the full, complete and correct name of the entity entering into this Agreement.

[Member]

Name: _____
 Address: _____
 Telephone: _____
 Fax: _____
 Email: _____

SAE Industry Technologies Consortia

ARINC Industry Activities
 16701 Melford Blvd., Suite 120
 Bowie, MD 20715

SIGNED BY: _____

NAME: _____

TITLE: _____

DATE: _____

SIGNED BY: _____

NAME: _____

TITLE: _____

DATE: _____

Please return executed Membership Agreements by email (vmastros@sae-itc.org) or by mail to: SAE-ITC, ARINC Industry Activities, 16701 Melford Blvd., Suite 120, Bowie, MD 20715, USA.

TERMS AND CONDITIONS

- A. **Joint Responsibilities:** The relationship between SAE-ITC, the Activities and its Members shall be, and at all times, advisory only, and no party shall have the authority to enter into any contract or commitment in the name of, or on behalf of, any other party. Nothing in this Agreement shall be construed to confer upon either party the status of employee, agent, partner, joint venturer or legal representative of the other, it being intended by all parties to remain independent legal entities solely responsible for its own actions.
- B. **Term and Termination:** This Agreement shall commence as of the date of authorized signature and shall continue for an Initial Term expiring on December 31 of the current calendar year. This Agreement shall automatically renew for successive Subsequent Terms of one (1) year unless either party provides at least ninety (90) days advance written notice to the other that it elects to terminate this Agreement upon the expiration of the then-current Initial or Subsequent Term. In the event that Member breaches its license obligations hereunder, SAE-ITC may terminate this Agreement and any rights associated with it upon thirty (30) day written notice. The preceding provision notwithstanding, if a Member distributes or resells licensed materials SAE ITC may terminate this Agreement immediately upon written notice to the Member.
- C. **Fees:** Membership Fees shall be calculated in accordance with Attachment B. Fees for the Initial Term shall be due concurrently with the execution of this Agreement. For Subsequent Terms, Member shall be invoiced annually and payments shall be due within thirty (30) days of the date of invoice. Fees are non-refundable unless Membership is terminated pursuant to Section J. Membership is contingent upon the receipt of payment for the Fees for the Initial Term. *Please Note* –Fees are assessed on a calendar year basis, and the Fees structure is effective only for the term for which a Member is assessed. SAE-ITC, in consultation with the AEEC, AMC, and FSEMC executive committees may modify Membership Fees for subsequent terms in accordance with Section J. Members will be notified of all Membership Fee modifications at least ninety (90) days in advance of the effective date.
- D. **Payments:** All payments shall be made by check, wire transfer or credit card (Discover, Visa, MasterCard, American Express) as indicated on the invoices.
- E. **Taxes:** Member shall be responsible for any applicable sales, use, gross receipts or customs taxes or fees associated with Membership and its benefits.
- F. **Currency:** All fees, payments, and taxes are in United States currency.
- G. **Warranties and Limitations of Liability:** ARINC-IA and SAE-ITC's support of the Activities and the services they provide are on an "AS IS" basis. ARINC-IA, SAE-ITC, AEEC, AMC, and FSEMC make no determination whether the ARINC Standards could be subject to valid claims or patent, copyright or other proprietary or intellectual property rights by third parties. ARINC-IA or SAE-ITC make no warranty, express, implied, written, or oral, as to the condition or nature of membership or any membership service as delivered or provided pursuant to this Agreement. ARINC-IA, SAE-ITC, AEEC, AMC, and FSEMC SPECIFICALLY DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. In no event shall these parties be liable for any direct, indirect, special, incidental, consequential, reliance, or any other damages, including, but not limited to, loss of revenue or profits, arising out of Member's use of any of the services of the activities even if they have been advised of the possibility of such damages. No action, regardless of form, arising out of any claimed breach of the Agreement may be brought by either party more than one (1) year after the cause of action has accrued.
- H. **Access to Electronic Data:** While SAE-ITC will use reasonable efforts to maintain ARINC-IA-related data on a server, it is understood that any Internet connected server can be subject to service interruptions from time to time and Member accepts such risk. Member agrees to all reasonable efforts not to allow introduction of viruses, Trojan horses, worms, or other service disruptive elements into the service server.
- I. **Waiver:** A waiver of a breach or default under this Agreement shall not be a waiver of any subsequent default. Failure of SAE-ITC to enforce compliance with any term or condition of this Agreement shall not constitute a waiver of such term or condition.
- J. **Changes:** This Agreement and any attachments thereto is the entire and sole agreement of the parties with respect to its subject matter and shall take precedence over any document that may conflict with it. SAE-ITC may add, delete or modify the terms and conditions of this Agreement for subsequent terms. SAE-ITC will notify Members of any changes at least ninety (90) days in advance of the effective date of the changes.
- K. **Law Governing:** The terms and conditions of this Agreement shall be governed by the laws of the State of Maryland, without regard to its choice of laws, rules or principles, and expressly not including the 1980 United Nations Convention on Contracts for the International Sale of Goods.
- L. **Assignment:** Membership is assessed on an individual basis; therefore, Member may not assign its Membership for any reason.
- M. **Survival:** Notwithstanding the termination or expiration of this Agreement, it is acknowledged and agreed that those rights and obligations which by their nature are intended to survive such expiration or termination and which have accrued but have not been fully satisfied, performed or complied and prior to the expiration or termination, shall survive the expiration or termination hereof to the extent necessary for the full and complete performance of such obligations.
- N. **Headings:** Section headings contained in this Agreement are for convenience of reference only, and shall not be used in construing or interpreting the provisions contained herein.
- O. **Severability:** If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

ATTACHMENT A

FSEMC MEMBERSHIP AND BENEFITS

1. FSEMC: The FSEMC is an SAE-ITC-organized aviation industry activity. Fundamental to the success of the FSEMC is cooperation among the airlines and other members of the aviation community that participate in the FSEMC activities. These activities exist to create value for their members, and they cannot create value without the financial support and participation of those members. The purpose of FSEMC is stated below:
 - a. FSEMC: The FSEMC creates value by reducing life-cycle costs for flight simulators and training devices by promoting reliability and improving maintenance and support techniques through the exchange of engineering, maintenance, and associated technical information and the development of technical standards related to simulation and training.
2. Membership: FSEMC Membership is offered under the terms of this Agreement. FSEMC operates under the Terms of Reference (ToR) established by SAE-ITC in consultation with the leadership committee. Ongoing operation of each activity is primarily at the direction of the FSEMC leadership committee through the ARINC-IA-provided secretariat, in accordance with rules and procedures established in consultation between ARINC-IA and the FSEMC leadership.
3. Member Benefits:
 - a. Value Created by FSEMC: FSEMC cooperatively develops establishes common technical standards and shared technical solutions that no one organization could develop independently. The primary benefit of membership is to ensure the continued viability and success of the FSEMC. Active participation and financial support provided by Members are the critical factors that enable the FSEMC to create value by improving cost effectiveness, increasing productivity, and reducing lifecycle costs for airlines; aircraft and flight simulator manufacturers; and flight training service providers. Members also benefit from the information exchange among participants in the activities and the ARINC Standards and other technical deliverables that result from the work of these activities.
 - b. Leadership Committee: Each of the aviation industry activities organized by SAE-ITC has an associated leadership committee constituted of voting committee members and non-voting committee members. Members are eligible to vote for companies to serve on the leadership committee and are eligible to be elected to the leadership committees of the industry activities of which they are a member in accordance with the rules of that particular activity. The FSEMC leadership committee is responsible for leading each industry activity including the development of the work program to be pursued and planning for the international meetings conducted by the FSEMC.
 - c. Electronic Access to ARINC Standards and other Documentation prepared by the FSEMC: Members receive the following:
 - i. Electronic access and download capability via the Internet for *ARINC Standards* (defined below), as well as other publicly available documents produced by the ARINC Industry Activities program of SAE-ITC in support of the FSEMC including, draft documents, meeting announcements, meeting reports, working papers, and the Sim Notes[®] newsletter.
 1. *ARINC Standards* specify avionics equipment, avionics systems, and avionics and flight simulator engineering and maintenance best practices. There are three classes of *ARINC Standards*: Characteristics, Specifications, and Reports. The

Standards obtained by a Member under this Agreement are the product of industry consensus through the AEEC, AMC, and FSEMC, and it is understood that ARINC-IA's role is to provide Secretariat services related, *inter alia*, to document development and distribution; SAE-ITC retains ownership of the intellectual property and administers the distribution of the *Standards* but does not guarantee the technical content.

- ii. Automatic notification via electronic mail of newly posted documents identified in Section i. above.
- iii. To obtain the benefits of electronic access specified in this section, Members shall comply with the responsibilities identified in Attachment C.

ATTACHMENT B

FEES

1. Membership Fees: Members pay to SAE-ITC FSEMC Membership Fee as specified below at the beginning of the Initial Term and at the beginning of each subsequent term thereafter
 - a. The FSEMC Membership Fee for airlines and flight training service providers not affiliated with an airline, shall be the lesser of either
 - i. \$10,000 or
 - ii. \$750 for each full motion flight training device operated by that organization worldwide (as reported in publicly available industry surveys), with a minimum FSEMC fee of \$1,500 for operators of less than two full motion flight training devices.
 - b. The FSEMC Membership Fee for aircraft manufacturers delivering aircraft with Type Certificates issued in accordance with the requirements of Part 25 of the US Federal Aviation Regulations shall be \$10,000.
 - c. The FSEMC Membership fee for full flight simulator manufacturers and other suppliers of flight simulation products and services shall be based on the Members annual revenue from flight simulation related products and services, as follows:

i. Revenue of \$10 Million or greater	\$10,000
ii. Revenue of \$1 to \$9.999 Million	\$4,000
iii. Revenue of Less than \$1 Million	\$1,500
 - d. Appeal of FSEMC Membership Fee Determination: SAE-ITC will establish the FSEMC Membership Fee for a specific organization using the method above and publicly available data. However, if a Member believes that Membership Fee is in error, the Member may submit the correct data to SAE-ITC for consideration and Fee revision, as appropriate.
2. Membership Contingent upon receipt of Fees: Membership is contingent upon the receipt of the Fees for the Initial Term. For subsequent terms, Member shall be invoiced annually or semi-annually upon request and payments shall be due within thirty (30) days of the date of invoice.

ATTACHMENT C

MEMBER RESPONSIBILITIES REGARDING ELECTRONIC ACCESS TO DOCUMENTATION

1. Web Access: Member shall be responsible for providing its own access to the World Wide Web in order to access the *ARINC Standards* and other publications available under the terms of this Agreement.
2. User ID and Password: Member is responsible for ensuring the security of their User ID and Password for accessing the benefits of committee membership. Passwords and User IDs are the property of SAE-ITC; however, it is the responsibility of the Member to secure their confidentiality. SAE-ITC reserves the right to assign a new Password (and disable rights to old Password) from time to time.
3. Access for Member Only: Member shall not distribute User ID and Password obtained under this Agreement to anyone that is not an Authorized User as defined in 6 below.
4. Rights: Upon payment in full by the Member of the fees set forth above, as applicable, and compliance with the terms and conditions of this Agreement, SAE-ITC shall grant to Member the right to use the *ARINC Standards* as set forth below.
5. Grant: SAE-ITC grants to Member a non-exclusive, non-transferable right to access and refer to the *ARINC Standards* for system development purposes.
6. Authorized Users: For the purposes of this Agreement, Authorized Users are defined as the full-time employees of the Member located at the Member facility. This specifically *excludes* employees of other organizations (e.g., subcontractors, vendors) that are also working at said Member facility.
7. Restrictions: Under no circumstances shall Member:
 - a. Make copies of any *ARINC Standard* in any form, *or portions thereof*, other than a single electronic copy stored on the computer of the individual Member Authorized User that downloaded the *ARINC Standard* and a single paper copy for personal use by such individual Authorized User.
 - b. Remove or otherwise modify any disclaimer, proprietary markings or notices contained within or placed upon any *ARINC Standards* or documentation;
 - c. License, sublicense, sell, assign, transfer or otherwise convey use of any *ARINC Standards* or other documentation without the prior written consent of SAE-ITC;
 - d. Provide or allow any timesharing arrangements using any *ARINC Standards*;
 - e. Make any modifications to or derivative works from any *ARINC Standards* except in the context of making proposals for supplements to such standards as part of an AEEC/AMC/FSEMC sponsored process;
 - f. Disassemble, decompile, reverse engineer or otherwise create or attempt to create or allow others to create or attempt to create source code from any software and/or files provided by SAE-ITC.