

End User License Agreement for Bombardier myServiceVisit App for Mobile Devices

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BEFORE USING THIS SOFTWARE APPLICATION (THE “APP”), READ THIS END USER LICENSE AGREEMENT (“EULA”) CAREFULLY.

This EULA constitutes a binding agreement governing the access and use of the App between the user of the App and the company or other organization they represent (“you” or “Customer”) on the one hand, and Bombardier Inc. and/or or Learjet Inc. or its other subsidiaries (“we”, “us”, “our”, “Bombardier”, “Learjet”, “Bombardier Aircraft Services” or “BAS”), the owner and operator of the App, on the other.

By accessing or using the App, or by clicking the “Agree” button, you and the company or other organization you represent confirm that you have read, understood, and agree to be legally bound by all terms and conditions contained in this EULA, related documents and referenced policies, including:

- BAS Centers Proposal Terms and Conditions (“**Proposal**”) and BAS Centers Work Order Terms and Conditions (“**Work Order**”), which govern all aircraft maintenance services approved and purchased by you and performed by a BAS Center, and
- the Bombardier Data Privacy Policy (“**Privacy Policy**”) which governs the use of the App, Bombardier websites and the Bombardier Data and Digital Platform and describes how data is collected, used, shared, and stored.

Should you have any questions regarding this EULA, related documents or the referenced policies, please contact us immediately.

Bombardier reserves the right to change or modify any of the terms and conditions of this EULA, or the referenced policies at any time. When terms and conditions are updated, we will revise the “Revision Date” date above, post the revised EULA online, and make it available through the App. We encourage you to check for updated terms each time you access the App. Any changes or modifications to the EULA will be effective as of the Revision Date. Your use of the App following the Revision Date will constitute your acceptance of the updated EULA. If you do not agree to the updated EULA, stop using the App immediately.

Bombardier myServiceVisit App

Overview. The Bombardier myServiceVisit App is an engagement platform hosted and operated by Bombardier that enables you to track and approve the purchase aircraft maintenance services provided through a BAS center. The App functionalities may include tracking work progress and the scheduled return of an aircraft, Customer approval of Work Orders and maintenance service recommendations, accessing and confirming invoices, and communicating with BAS center representatives through messages, calls or emails. All the aircraft maintenance services provided by BAS centers and referenced through the App are subject to and regulated by the applicable Proposal and Work Order for the aircraft.

License. Subject to the terms and conditions herein, Bombardier grants you a limited, revocable, non-exclusive, non-transferable (either directly or indirectly) license to use the App on an approved mobile device in relation to aircraft maintenance services provided through a BAS center for an aircraft owned or operated by you or the Customer you are legally authorized to represent in order to track work progress, approve Work Orders or maintenance service recommendations, access and confirm invoices for aircraft maintenance services, and communicate with BAS center representatives. You may not distribute or make the App available over a network where it could be used by multiple devices at the same time. You may not transfer, redistribute or sublicense the App and, if you sell your mobile device to a third party, you must remove the App from the device before doing so. You may not copy, reverse-engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the App,

any updates, or any part thereof (except as and only to the extent that any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open-sourced components included with the App).

Terms of Use

User Access. The Customer is responsible for managing its employees and/or other individuals the Customer authorizes to act on its behalf on the App, Bombardier websites or the Bombardier Data and Digital Platform (collectively “**Users**”). Bombardier reserves the right to temporarily or permanently terminate, suspend, or otherwise restrict individual User or Customer access to the App, Bombardier websites or the Bombardier Data and Digital Platform without notice and liability if, in our good faith determination, a User or any individual authorized by the Customer to act on its behalf violates any of the terms and conditions of this EULA.

You agree to respect the log-in credential restrictions and, if applicable, comply with security token rules that will be communicated to you. Log-in credentials must be kept confidential and not shared with others. You must give Bombardier prompt notice of any security or confidentiality breach that may affect log-in credentials.

Consent to Use of Data. You agree that Bombardier may collect and use data and related information – including but not limited to technical information about your device, system and application software, and peripherals – that is gathered periodically to facilitate the provision of software updates, product support, and other services to you related to the App. Bombardier may use this information, as long as it is in a form that does not personally identify you, to improve its App or to provide services or technologies to you.

App Use Restrictions. Your use of the App and its content are subject to the following restrictions. Any other use of the App or its content is a material breach of this EULA.

You agree that you will:

- a. comply with this EULA;
- b. comply with all applicable laws, including, without limitation, privacy laws, intellectual property laws, export control laws, and regulatory requirements;
- c. comply with all disclosure and data utilization requirements; and
- d. use the App exclusively for the purposes agreed upon with Bombardier pursuant to a written agreement.

You agree that you will *not*:

- a. act in an unlawful or unprofessional manner in connection with the App;
- b. post any information, material or data that
 - (i) infringes upon the rights of any third party, including but not limited to any intellectual property rights, privacy rights, and rights of publicity;
 - (ii) is intentionally inaccurate, unreliable, or otherwise harmful to the stated purpose of the App;
 - (iii) creates a risk of loss or damage to any person or property;
 - (iv) may constitute or contribute to a fraudulent or manipulative activity, crime or tort;
 - (v) contains any information or content that is illegal;
 - (vi) contains any information or content that you do not have a right to make available under any law or under any contractual or fiduciary obligations;
 - (vii) contains objectionable, offensive, unlawful, deceptive or harmful content;
 - (viii) impersonates or misrepresents your affiliation with another person or entity; or
 - (ix) posts or transmits spam, including but not limited to unsolicited or unauthorized advertising, promotional materials, or informational announcements;
- c. use, copy or disclose any information, material or data obtained from the App, whether directly or through third parties (such as search engines), without the express written consent of Bombardier;
- d. violate third party intellectual property rights, including copyrights, patents, trademarks, trade secrets, or other proprietary rights (e.g., do not copy or distribute (except through the available sharing functionality) the posts or other content of others without their permission);
- e. violate the Intellectual Property or other rights of Bombardier;
- f. post or upload anything that contains invalid data, software viruses or other software agents, worms, malware or any other harmful code;
- g. reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for the App or any related technology;
- h. attempt to interfere with, compromise the integrity or security of, or decipher the IT systems supporting the App or any transmissions to or from the App;
- i. take any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on the IT systems supporting the App;
- j. create a User profile that misrepresents yourself as an individual or your corporate affiliation;
- k. use or attempt to use another's account;
- l. interfere with the proper operation of the App;
- m. bypass any authentication or security measures used to prevent or restrict access to the App;
- n. override, circumvent or tamper with any security technology or feature of the App;

- o. interfere with the operation of, or place an unreasonable load on, the App (such as unapproved data analytics);
- p. use or launch any automated system, including without limits, “robots,” “spiders,” “offline readers,” etc., that accesses the App in a manner that sends more request messages to the Bombardier servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser;
- q. collect or harvest any personally identifiable information, including User or account names, from the App;
- r. solicit contact information or other personal information from Users without authorization;
- s. rent, lease, loan, trade, sell/re-sell access to the App or related data;
- t. sell, sponsor, or otherwise monetize the App;
- u. remove any copyright, trademark or other proprietary rights notices contained in or on the App, or Bombardier websites of the Bombardier Data and Digital Platform;
- v. monitor the App’s availability, performance or functionality for any competitive purpose;
- w. engage in “framing,” “mirroring,” or otherwise simulating the appearance or function of the App;
- x. overlay or otherwise modify the App or its appearance; or
- y. use the App for tasks for which it is not intended or expressly permitted.

Monitoring Access and Activity. Bombardier reserves the right to monitor access to and use of the App, any related Bombardier website or the Bombardier Data and Digital Platform, and to access and remove any information transmitted or received through the App, any related Bombardier website or the Bombardier Data and Digital Platform, and to terminate your access to and use of the App, any related Bombardier website or the Bombardier Data and Digital Platform in the event of a failure to comply with this EULA. You agree that Bombardier shall have the right to use any information resulting from monitoring the App, any related Bombardier website or the Bombardier Data and Digital Platform in any lawful manner, so long as confidentiality is maintained.

Intellectual Property. The Intellectual Property contained in or accessible through this App shall be used by you solely in connection with your authorized use of this App. Other than the express license granted above, nothing contained herein shall be construed as granting, explicitly or implicitly, any license or other right to use the Intellectual Property contained in or accessible through this App. All right, title and interest in, to and under the Intellectual Property are specifically reserved to Bombardier and its licensors. You shall not, whether directly or indirectly, claim any ownership or right to the Intellectual Property contained in or accessible through this App or infringe any rights therein; nor use any such Intellectual Property, except in connection with your authorized use of this App or as may be otherwise expressly authorized in writing by Bombardier. The Intellectual Property contained in or accessible through this App shall not be used, redistributed, broadcast, published, copied to any other media or reproduced, altered or distorted in

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Indemnity. You agree to fully indemnify and hold Bombardier and its subsidiaries and their directors, officers, employees, affiliates, agents, contractors, and licensors harmless for any and all claims, damages, losses, liabilities and causes of action (including reasonable legal expenses) (“**Claims**”) arising out of or relating to your breach or alleged breach of this EULA or the referenced policies (including without limitation, Claims made by third parties for violation of their rights), or relating to any information or data that is provided by you, or relating to the misuse of your User Name and Password. Bombardier will inform you promptly, by registered letter or email, of any such Claim and you agree to fully cooperate as reasonably required in the defense of any Claim. Bombardier reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you.

Third-Party Materials. Bombardier and its subsidiaries are not responsible or liable for third-party content, materials, software applications, products or services included within, referenced or linked from the App, any related Bombardier website or the Bombardier Data and Digital Platform.

Third Party Advertising and Links. You acknowledge and agree that the App and any related Bombardier website may contain advertising and/or links that promote or give you access to third party software applications, products or services. Advertising and links are provided for your convenience only – you access them at your own risk. Third party software applications, products and services are independent from Bombardier, and Bombardier has no control over their content or operation. Bombardier provides no warranty with respect to such third party software applications, products or services. In no event shall any advertising and/or link or other reference to a third party, its software application, product or service be construed as an approval or endorsement by Bombardier or its subsidiaries of the third party or its software application, product or service.

Termination. In the event of any breach or suspected breach of this EULA, Bombardier may suspend and/or terminate, in whole or in part, your access to and use of the App, or any related Bombardier website or the Bombardier Data and Digital Platform without notice. Since damages may be insufficient to protect and compensate Bombardier in the event of a breach of this EULA, you hereby agree that Bombardier shall be entitled to obtain from any competent court and to the extent permitted by applicable law, preliminary injunctive relief and other equitable and legal remedies in connection with the enforcement of this EULA.

Choice of Laws. The laws of Québec, and federal laws of Canada, will govern this EULA as well as any claim that might arise between you and us in relation to the App, any related Bombardier website the App or the Bombardier Data and Digital Platform, without regard to conflict of law provisions. You agree to submit to the exclusive jurisdiction of the courts located in the judicial district of Montreal, Québec, Canada for the purpose of litigating all such claims. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly excluded.

Notice. We may notify you via postings on, or messages transmitted through the App, a related Bombardier website or webapp, via email, or any other reasonable means to the contact address you provide to us. All notices given by you or required from you under this EULA will be in writing and addressed to:

Customer_Portal_Admin@aero.bombardier.com

Language. You agree that this End User License Agreement, related documents and referenced policies be drafted in English. **VOUS ACCEPTEZ QUE CE CONTRAT DE LICENCE D'UTILISATEUR FINAL, LES DOCUMENTS CONNEXES ET LES POLITIQUES RÉFÉRENCÉES SOIENT RÉDIGÉS EN ANGLAIS.**