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PARADIGM SERVICES LIMITED

STAR NAVIGATION SYSTEMS GROUP LTD

STAR NAVIGATION SYSTEMS (UK) LIMITED

VIRAF KAPADIA

COMPANY 22831880 ONTARIO LIMITED

THE SUPPLY MARKETING AND SALE OF
AIRBORNE DATA SERVICE

⓪

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This contract (hereinafter referred to as the "Contract") is entered into on this ²² day of June 2011, (the "Effective Date").

BETWEEN

(1) **PARADIGM SERVICES LIMITED**, a company incorporated under the laws of England and Wales under company registration number 04572481 with its registered office at 21 Holborn Viaduct, London EC1A 2DY and with its principal place of business at EADS Astrium, Gunwells Wood Road, Stevenage, Herts., England, ("PARADIGM"),

AND

(2) **STAR NAVIGATION SYSTEMS GROUP LTD**, a public company incorporated under the laws of Ontario, Canada with its head office at 300 - 2970 Lakeshore Blvd. West, Toronto, Ontario M8V 1J7, and

(3) **STAR NAVIGATION SYSTEMS (UK) LIMITED**, a company incorporated under the laws of England and Wales under company registration number 04334191 with its registered office at c/o Charles Wyburn & Co, 23 Bellfield Avenue, Harrow Weald, Middlesex, HA3 6ST,

(jointly and severally together, referred to as "STAR"),

(PARADIGM and STAR are each a "Party" and are together "the Parties"),

[REDACTED]

AND, for the purposes of Clauses 5.8.6, 5.8.7, 5.12.1, 5.17.1 to 5.17.5 (inclusive), 5.18.6, 5.18.7 and 5.25.3, and where Hold Co is mentioned as a party to the Contract:

(6) **COMPANY 22831880 ONTARIO LIMITED** with registered address 5151 Tomken Road Mississauga Road, Ontario, Canada L4W 1P1 ("Hold Co").

WHEREAS

(A) The Parties entered into a Technology Partnership Agreement on 30 March 2010 (the "Technology Partnership Agreement") for the purpose of working together in order to further develop a one-stop-shop satellite communication ("Satcom") data service for aviation companies, (the "Airborne Data Service").

(B) The Parties now wish, on an exclusive basis, for PARADIGM to take the lead in marketing the Airborne Data Service to airline operators worldwide utilising its

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expertise in secure Satcom, data handling, service delivery and satellite operations, and for STAR, as the developer of the ISMS and a leading supplier of global aviation safety, security and flight management systems, to provide technical expertise in respect of the ISMS, supply all airborne ISMS equipment for the Airborne Data Service, and provide support for such ISMS equipment to PARADIGM's customers. The Airborne Data Service will be co-branded and marketed in the joint names of PARADIGM and STAR.

ant [REDACTED]

(D) Kapadia and/or Hold Co owns or has licensed to it a number of IP Rights relating to the ISMS which it wishes to make available to STAR and PARADIGM to enable the Parties to perform their obligations under the Contract.

NOW THEREFORE IT IS AGREED AS FOLLOWS:

BACKGROUND

This Contract sets out the terms and conditions under which PARADIGM will commercialise the Airborne Data Service, and STAR will supply the ISMS and ISMS Spare Units for Aircraft in compliance with the ISMS Specifications, and provide associated activities (including Certification, installation, testing and post-installation support) to Customers. With STAR's support, PARADIGM will market, sell, and operate the Airborne Data Service provided to Customers via installed ISMS.

PART 1 - DEFINITIONS, TERMINOLOGY, ORDER OF PRECEDENCE

1.1 DEFINITIONS

Unless otherwise defined, capitalised terms shall have the meaning set out below:

Acquired Party has the meaning set out in the definition of "Change of Control" below;

Affiliate means in relation to either Party, Kapadia and Hold Co, any subsidiary, subsidiary undertaking or holding company of said Party, Kapadia and Hold Co as the case may be, and any subsidiary or subsidiary undertaking of any such holding company which, for PARADIGM, shall include Paradigm Services Limited, Astrium SAS, Astrium Limited and London Satellite Exchange SAS;

Agreed End Date has the meaning set out in Clause 5.2.1;

Airborne Data Service or *ADS* means an end-to-end real time global data transmission and analysis service to be provided by PARADIGM to Customers, and which core functionalities are described in Clause 4.2;

Airborne Data Service Through Life Support is described in the SLA provisions under Clause 4.2;

Aircraft means any airborne vehicle flying below the Karman line which is 62 miles above the earth's surface, including but not limited to; airplanes, helicopters,

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unmanned airborne vehicles, balloons, dirigibles into which the ISMS is, or could be incorporated;

Amicable Resolution has the meaning set out in Clause 5.22.1;

AOG means "AOG services" - an aviation supply network, where "AOG" means aircraft on ground;

Applicable Laws and Regulations means all official regulations and laws (including those dealing with labour, environment, prohibition of corrupt practices such as OECD regulations and their incorporation in national systems of law), and the regulations of the Aviation Authorities, as in force at the date of this Contract;

ATA means the Air Transport Association;

Aviation Authority means the official authority issuing the Certification, worldwide, including:

- (a) in France, the Direction Générale de l'Aviation Civile, ("DGAC FRANCE");
- (b) in the United Kingdom, the Civil Aviation Authority ("CAA");
- (c) in Germany, the Luftfahrtbundesamt ("LBA");
- (d) in Spain, the Dirección General de Aviación Civil ("DGAC SPAIN");
- (e) in Europe, the European Aviation Safety Agency ("EASA");
- (f) in the United States of America, the Federal Aviation Administration ("FAA");
- (g) Transport Canada ("TC");
- (h) any other relevant aviation authority;
- (i) any successor of the above-mentioned authorities;

Certification means the certification issued by any Aviation Authority, worldwide, having the jurisdiction to approve the design, manufacture, and integration of the ISMS on the Aircraft according to the regulatory standards in the countries in which the ISMS will be marketed, and including the issuance of Supplementary Type Certificates ("STC");

Change has the meaning set out in Clauses 2.25 to 2.27 inclusive (*Changes*);

Change in Control means the acquisition by a third party of direct or indirect control of a Party (the "Acquired Party"). A third party shall be deemed to control the Acquired Party if it, directly or indirectly:

- (a) holds a majority of the voting rights in the Acquired Party;

(b) has the right to appoint or remove a majority of the Acquired Party's board of directors, supervisory board, or any other body in charge of or controlling the management of the Acquired Party; or

(c) has the right to exercise a dominant or decisive influence over the Acquired Party.

Change in Regulation has the meaning set out in Clause 2.25.1(c);

Competitor means: a) in the case of Paradigm, a competitor of Paradigm would be any individual or entity whose business concerns the provision of the ADS or an equivalent or similar service to the ADS, and b) in the case of STAR, a competitor of STAR would be any individual or entity whose business concerns the provision of the ISMS or a similar or equivalent device;

Confidential Information each of STAR, PARADIGM, Kapadia and Held Co shall keep any confidential or secret information in any form directly or indirectly belonging or relating to another or another's Affiliates, or their business or affairs, disclosed by the one and received by the other pursuant to or in the course of this Contract, confidential;

Contract means this document, all Annexes hereto and all Orders as well as all documents referred to in this document, its Annexes or in an Order, as amended, supplemented or substituted as and when applicable in accordance with the terms of this Contract;

Costs of Change has the meaning set out in Clause 2.27;

Customer means any private or public company, government or entity, or individual who agrees to purchase the Airborne Data Service from PARADIGM;

Customer Service Contract means the contract entered into by a Customer with PARADIGM for the purchase and delivery of the Airborne Data Service.

Customer Service Maintenance means the maintenance to be provided to a Customer of the ADS as detailed in Annex C (*ISMS Through Life Support*);

Customer Through Life Support means PARADIGM's support obligations to the Customer in respect of the Airborne Data Service;

Day means calendar day;

Delivery Delays means delays caused by third parties or other events which are outside the control of STAR, including: carrier, customs and "holding or quarantine" delays;

(a) Aircraft/aircraft type is not registered with required regulatory organization for certification (e.g. Transport Canada, EASA, FAA, etc.);

(b) lack of access to Aircraft (vehicle inspection is the 1st step in the installation process and directly affects the schedule);

- (c) unavailability of all required documentation/information from Customer;
- (d) Designated Airworthiness Representative (DAR) scheduling;
- (e) regulatory organization scheduling (e.g. Transport Canada, EASA, FAA, etc.);
- (f) flight test required for Certification;
- (g) Customer delays in installation and commissioning installation of the ISMS; and
- (h) loss and/or damage to equipment by the courier during transportation.

Delivery Notice(s) has the meaning set out in Clause 2.23.4 (*Notification of Delivery by STAR*);

Dispute has the meaning set out in Clause 5.22.1. (*Settlement of Disputes*);

[REDACTED]

[REDACTED]

[REDACTED]

EADS means EADS NV the Naamloze Verenootschap incorporated under Dutch law and any of the companies controlled by it. EADS shall be deemed to "control" any company when:

- a) it holds directly or indirectly the majority of the voting rights in the affiliate controlling body (as defined under the law governing that affiliate),
- b) by virtue of the voting right in its control, EADS has the power to determine or frustrate the decision of the affiliate controlling body, or
- c) by virtue of any contract or any provision of the articles of association, statutes, internal regulations or other by-laws governing the conduct of the affiliate's affairs, EADS exercises a dominant position;

Effective Date is the date first above written;

Excusable Delay has the meaning set out in Clause 2.29;

Excusable Delay Termination Date has the meaning set out in Clause 5.3.1;

Export Licence has the meaning set out in Clause 2.21.3;

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Export Regulations has the meaning set out in Clause 2.21.2;

[REDACTED]

[REDACTED]

[REDACTED]

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Go Live Date has the meaning given to it in Paragraph 1(b)(i) of Annex B;

GUI means the graphical user interface. GUI presents data received from each ISMS in a human-readable format as a mimic of the relevant flight instruments;

Initial Term has the meaning set out in Clause 5.1.1;

Intellectual Property Rights or IP Rights means any intellectual and industrial property rights including but not limited to all rights in patents, utility models, semiconductor topography rights; copyrights, authors' rights, trade marks, brands, domain names, trade secret(s), know how and other rights in information, drawings, logos, plans, database rights, technical notes, prototypes, processes, methods, algorithms, general and detailed specifications, computer programs/software and related technical documentation and user guide, any technical-related documentation, registered designs and other designs, in each case, whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world;

ISMS means an airborne in-flight safety monitoring system (including its components, embedded software, lithium antenna and any secondary optional power equipment), the technical specifications and functionality of which are described in the ISMS Specifications including any Changes, modifications, and up-grades to the ISMS or the ISMS Specifications from time to time. The ISMS will be designed, developed, manufactured, supplied, performed, tested and/or supported by STAR under the terms of this Contract. The core functionalities and service are described in the ISMS Specifications;

ISMS Spare Unit shall have the meaning given to it in Clause 2.8.3;

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ISMS Specifications means the document attached as Annex A (ISMS SPECIFICATIONS), and defining, inter alia, the functionalities, performance requirements and guarantees of the ISMS;

ISMS Through Life Support or *ISMS TLS* means all activities and obligations of STAR in connection with the ISMS, including the training of PARADIGM and the Customer on the functionalities, operations and maintenance of the ISMS and the delivery of Technical Documentation, as detailed in Annex C (ISMS TLS);

ISMS Unit Price has the meaning set out in Clause [REDACTED]

Lexcel means a company incorporated in Mississauga, Ontario, Canada, with registered address: 2145 Meadowpine Blvd, Mississauga, Ontario, L5N 6R8;

Marketing & Business Development Plan has the meaning set out in Clause 4.3;

New Services means any service which is not part of the existing Airborne Data Service as specified Clause 3.9 which directly relates to the Airborne Data Service and which uses the ISMS and the Ground Stations;

Non-Excusable Delay has the meaning set out in Clause 2.30 (NON-EXCUSABLE DELAY);

Non Sale of ISMS Notice Period has the meaning set out in Clause 5.5.2;

Non-Standard Aircraft Installation means an Aircraft installation which does not use Arinc429 or Arinc717 data buses;

Notice of Arbitration has the meaning set out in Clause 5.23.1;

Notice of Dispute has the meaning set out in Clause 5.22.1;

Notice of Mediation has the meaning set out in Clause 5.22.2;

Notice of Non-Renewal has the meaning set out in Clause 5.1.1;

Notice of Termination has the meaning set out in Clause 5.3.1;

Obsolescence has the meaning set out in Clause 2.28;

Order means the purchase order for an ISMS placed by PARADIGM to STAR as may be amended from time to time under the Contract;

PARADIGM Default has the meaning set out in Clause 5.9.2;

PARADIGM IP has the meaning set out in Clause 5.17.7;

Parties collectively designates STAR and PARADIGM, and "Party" individually designates either PARADIGM or STAR as the context requires;

Performance Guarantees has the meaning given to it in Annex A (ISMS SPECIFICATIONS);

Product Support has the meaning given to it in Clause 2.4.1;

Recommended Customer has the meaning given to it in Clause 2.1.6;

Renewed Term has the meaning given to it in Clause 5.1.1(a);

Resident Representative has the meaning set out in Clause 2.14.2;

Rolling Forecast has the meaning set out in Clause 2.1.14;

Satcom has the meaning set out in Recital (A);

Service Fee has the meaning set out in Clause 2.9.2 and 2.9.4;

Service Management Committee or *SMC* has the meaning set out in Clause 3.4;

SLA has the meaning set out in Clause 4.2;

Standard Configuration means a configuration for which equations already exist;

STAR Escrow Content has the meaning set out in Clause 5.18.1(s);

Supplementary Type Certificates or *STC* means certification documentation required to show that: a) an additional component or part to be fitted to an Aircraft is done so in a safe and serviceable way and which is authorized by the relevant Aviation Authority; or b) Aircraft equipment which is not certified by Transport Canada, is certified by the relevant Aviation Authority;

Technical Documentation collectively includes and designates equipment, electronic components, fixtures, instructions and operating manuals provided by STAR including the ISMS Installation Manual and the Customer Service Operation Handbook, required for the manufacture, testing, and Product Support of the ISMS, as fully detailed in Annex E (TECHNICAL DOCUMENTATION). Each piece of Technical Documentation may individually be referred to as a "Document";

Term has the meaning set out in Clause 5.1.1;

Trouble Ticket means a uniquely numbered record of a service delivery issue and associated action carried out to resolve it;

URM Environment means the part of the Ground Station Software to which new ISMS configuration file(s) can be uploaded and shall include any ISMS configuration file(s) that have been uploaded to the URM Environment;

Usage Fee has the meaning set out in Clause 2.9.3 and 2.9.4; and

Working Day means a Day (other than a Saturday or Sunday) when banks in both London and Toronto are open for business.

1.2 TERMINOLOGY

1.2.1 Clause, Annex and paragraph headings shall not affect the interpretation of the Contract.

1.2.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.

1.2.3 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.2.4 Words in the singular shall include the plural and vice versa.

1.2.5 A reference to one gender shall include a reference to the other genders.

1.2.6 A reference to writing or written means in a letter sent by post or fax.

1.2.7 Any obligation in the Contract on a person not to do something includes an obligation not to agree or allow that thing to be done.

1.2.8 Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.2.9 References to any statute or other legislation shall include any amendment, extension, consolidation or replacement of such statute or legislation and any subordinate legislation made under it. The expressions "subsidiary company", "affiliates" and "holding company" have the meanings given in section 1159 of the Companies Act 2006.

1.3 ORDER OF PRECEDENCE

1.3.1 The terms and conditions set out in this Contract shall prevail over any inconsistent terms or conditions contained, or referred to, in a Party's document including any quotation, proposal, specification or any other document supplied by said Party, or implied by law, trade custom, practice or course of dealing.

1.3.2 In the event of any conflict between the following documents, the order of precedence between them shall be as follows:

- (a) the Contract without Annexes and without documents included herein by reference, if any;
- (b) the Annexes;
- (c) the documents included herein by reference; and
- (d) the Order.

2. PART II - SUPPLY OF THE ISMS

2.1 ORDERS

- 2.1.1 The terms of this Contract shall apply to all Orders placed by PARADIGM with STAR for the provision of the ISMS.
- 2.1.2 The application of STAR's standard terms and conditions of supply or sale, and PARADIGM's standard conditions of purchase, are expressly excluded with respect to Orders. The terms and conditions of this Contract shall be the sole and entire Contract of the Parties with respect to the supply of the ISMS.
- 2.1.3 PARADIGM agrees to place Orders for the manufacture and supply of ISMS for the Airborne Data Service exclusively with STAR and shall not manufacture, have manufactured, or purchase from any third party the ISMS, or any other system that provides equivalent functionality to the ISMS, and STAR agrees to exclusively manufacture and supply the ISMS to PARADIGM for the Airborne Data Service. The exclusivity requirement does not include the sale and installation of ISMS on land and sea based vehicles.
- 2.1.4 PARADIGM shall be allowed to order other products or services from third parties and provide them to the Customers so long as they do not incorporate the use of the ISMS or equivalent functionality. Similarly, STAR shall be allowed to provide other products or services to third parties and provide them to the Customers so long as they do not incorporate the use of the ISMS subject to Clause 2.14.1(c).
- 2.1.5 PARADIGM shall not reject potential customers by reason of the customer's size alone and shall consider, in good faith, all potential customer sales that are recommended to it by STAR.

Order process

- 2.1.6 PARADIGM shall notify STAR in writing upon finding a suitable customer for the ADS ("Recommended Customer").
- 2.1.7 Following notification by PARADIGM under Clause 2.1.6, STAR shall promptly carry out all necessary customer verification checks to ensure that the customer is suitable for installation of an ISMS and to ensure that STAR is able to deliver the ISMS to the customer.
- 2.1.8 Following completion of the verification checks described in Clause 2.1.7, STAR shall confirm in writing to PARADIGM whether or not the Recommended Customer is suitable for ISMS installation and delivery and, where the Recommended Customer is suitable, suggest an appropriate Due Delivery Date. Where STAR believes that the Recommended Customer is unsuitable, STAR shall specify the reasons why and the Parties shall discuss in good faith how to proceed with that Recommended Customer.

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- 2.1.9 Following confirmation that the Recommended Customer is suitable under Clause 2.1.8, PARADIGM may enter into a Customer Service Contract with the Recommended Customer and subsequently place an Order for an ISMS with STAR.
- 2.1.10 Save for where an Order is cancelled by the Customer prior to delivery in which case Clause 2.10.1(f) shall apply, following acceptance by STAR of an Order, that Order shall be binding on PARADIGM.
- 2.1.11 STAR shall accept and be bound by the terms of any Order placed under Clause 2.1.9, provided that:
 - (a) the Order is in accordance with the provisions of the Contract;
 - (b) subject to Clauses 4.2.1(p) and 3.6.2(b), acceptance of an Order would not result in a total volume of Orders from PARADIGM of more than [REDACTED];
 - (c) STAR has not notified PARADIGM that other Certification and/or Changes to the ISMS Specifications are required for the installation of the ISMS on a type of Aircraft to which the Order relates and such Certification and/or those Changes have not yet been obtained and/or made by STAR;
 - (d) PARADIGM is not in default of any undisputed payment obligations in relation to supplies of ISMS under previously accepted Orders; and
 - (e) PARADIGM is not in breach of a material obligation under this Contract where PARADIGM has failed to cure that breach within a reasonable time period following notice of the breach to PARADIGM by STAR.
- 2.1.12 Following acceptance of an Order by STAR and subject to Clause 2.23 (Delivery), STAR shall deliver the ISMS to the Customer by the Due Delivery Date. Following the Due Delivery Date, the Customer will install the ISMS on the Aircraft. Following installation, STAR shall arrange and complete all necessary installation testing and certification of the ISMS in accordance with Annex B (ISMS CERTIFICATION PROCESS), and the Go Live Date shall be the date on which the ISMS has been fully installed, tested and certified, ready for in-flight service operation and transmission in accordance with Paragraph 1.b(i) of Annex B.
- 2.1.13 The Order shall contain, inter alia, the following information and references:
 - (a) the description of the ISMS;
 - (b) the quantity of ISMS;
 - (c) the type of Aircraft on which the ISMS will be installed;
 - (d) the ISMS Specifications reference, if any, including Changes, if applicable;
 - (e) the price;

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- (f) the Due Delivery Date;
- (g) the reference to this Contract;
- (h) any special conditions agreed between the Parties in addition to this Contract, which are relevant to a specific Order; and
- (i) the place of delivery.

All Orders shall be sent to the address of STAR as indicated in Clause 5.25.3 (in writing or by facsimile) unless STAR notifies an alternative address to PARADIGM in writing.

[REDACTED]

[REDACTED]

[REDACTED]

STAR OBLIGATIONS

2.2 CORE OBLIGATIONS OF STAR (SUPPLY)

2.2.1 STAR shall comply with the requirements of the Contract and associated Orders at STAR's own responsibility and cost. STAR shall:

- (a) maintain access to sufficient manufacturing capacity to meet the Due Delivery Date up to an agreed percentage of anticipated supply of ISMS specified in each quarterly Rolling Forecast;
- (b) maintain sufficient inventory to meet the provision of ISMS Spare Unit supply to the Customer as required under the terms of the Contract; and in addition, always keep a minimum contingency quantity of spare ISMS to cover Customer's unforeseen situations, in an amount [REDACTED] ISMS;

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(c) where the Customer has ordered:

- i) [REDACTED] ISMS, STAR shall provide to the Customer [REDACTED] free ISMS Spare Unit per multiple of [REDACTED] ISMS ordered, such ISMS Spare Unit(s) to be held forward at that Customer's stock location; or
- ii) less than [REDACTED] ISMS, STAR shall provide to the Customer upon Customer's request free spare ISMS via the AOG network, which spare ISMS shall come from a common pool of spare ISMS held regionally at agreed stock locations for the purpose of ensuring availability of spare ISMS as and when required;
- (d) manufacture and supply the ordered ISMS to the Customer by the Due Delivery Date as set out in, and as per, the corresponding Order following acceptance of an Order in accordance with Clauses 2.1.11 and 2.24. If STAR becomes aware of any circumstance that may cause a delay to the Due Delivery Date, STAR shall promptly notify PARADIGM by email to an email address notified by Paradigm to STAR stating the new delivery date and the reasons for the delay. If STAR fails to perform its obligations under this Clause, then unless STAR is relieved from its obligation such as in case of Excusable Delay, or one of more of the Delivery Delays applies, or PARADIGM notifies STAR of its acceptance of the new delivery date, then PARADIGM shall have the following remedies in addition to any other rights and remedies available to it under the Contract:
 - i) STAR shall pay the late payment fees in accordance with Clause [REDACTED] and
 - ii) in the event that the ISMS late delivery is greater than three months, PARADIGM may terminate the Order as per Clause [REDACTED]
- (e) deliver the ISMS (as described in Clause 2.23 (DELIVERY)), and provide Product Support;
- (f) comply with its obligations set out in Annex B (ISMS CERTIFICATION PROCESS);
- (g) provide the LRM Environment residing on all Ground Stations;
- (h) provide updates to the configuration of the ISMS on all Aircraft where the ISMS has been installed as soon as they are available and have passed any Certification if required;
- (i) supply to each Customer the Technical Documentation listed in Annex E necessary for the Customer to install and maintain the ISMS on the type of Aircraft specified in the relevant Order;
- (j) supply one copy of the ISMS User Manual and one copy of the Supplementary Type Certificate to each Customer for the type of Aircraft specified in the

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- relevant Order;
- (k) deliver the ISMS Spare Unit to the Customer whenever required under the Customer Service Contract;
 - (l) ensure the performance of, or provide assistance to PARADIGM for, any modification of the ISMS Specifications as further defined in Clauses 2.25 to 2.27 inclusive (Changes); and
 - (m) provide assistance, support, training and advice as required in the Contract or which is necessary to enable PARADIGM or the Customer to perform its own activities and obligations in connection with the ISMS, and integration of the ISMS on the Aircraft by the Customer or its sub-contractor.
- 2.2.2 For the avoidance of doubt, if STAR fails to fulfil its obligations under Annex B (ISMS CERTIFICATION PROCESS), including where Certification is refused, revoked or suspended, PARADIGM shall be entitled to terminate this Contract and/or any Order in accordance with the provisions of Clause 5.7 (Termination for STAR Default).
- 2.3 RELATED OBLIGATIONS OF STAR (SUPPLY)
- 2.3.1 STAR shall be responsible for allocating all means and resources necessary for the performance of its obligations under the Contract, including obtaining licences from third parties, obtaining supervision and engineering services, ensuring the supply of labour, materials, equipment, transportation, storage and training.
 - 2.3.2 STAR shall promptly inform PARADIGM of any identified or potential issue relating to the ISMS that may affect its performance under this Contract or the continued Certification of the ISMS on the Aircraft.
 - 2.3.3 STAR shall be responsible for requesting from PARADIGM all data which is the possession of, or freely available to, PARADIGM relating to the Airborne Data Service that it deems necessary for the purpose of carrying out its obligations under the Contract. Subject to Clause 3.2.1 (Access to Data), disclosure of data by PARADIGM shall be at PARADIGM's sole discretion and PARADIGM shall not be obliged to disclose any data that is subject to confidentiality obligations.
 - 2.3.4 STAR shall be responsible for retaining all documentation related to the ISMS (including the Product Support documentation) at least for the duration of the Contract and in no event less than the period required by law. A copy of such Product Support documentation shall be made available to PARADIGM upon request.
 - 2.3.5 STAR shall be responsible for all activities relating to the design, development, and/or qualification support and all other activities necessary to ensure compliance of the ISMS with the ISMS Specifications in accordance with the terms of this Contract (including those relating to the Certification or

- Supplementary Type Certificates subject to the cooperation of Customers where appropriate as described in Annex B (ISMS Certification Process)).
- 2.3.6 STAR acknowledges that the ISMS Specifications as at the Effective Date: (i) are fully complete, (ii) may be further refined during the marketing phase of the Airborne Data Service, and (iii) may be varied or supplemented at any time subject to the Service Management Committee's prior review and agreement, which may require the need for Changes in the ISMS and any change in the ISMS Specifications shall not entitle STAR to additional compensation or payment except as may be agreed under Clauses 2.25 to 2.27 inclusive (Changes).
 - 2.3.7 In the event that a Change in technology orientation affects the ISMS, and is deemed necessary such as in order to maintain the Certification or the sustainability of the Airborne Data Service, PARADIGM may at any time require STAR to proceed with the Changes and, notwithstanding Clause 2.27.3 (Costs of Change), STAR shall bear the costs of such Change.
 - 2.3.8 STAR shall ensure that the ISMS can be fitted on, and interface with, the Aircraft so that the performance, reliability and safety of the ISMS, the Aircraft or any part thereof shall not in any way be prejudiced as a result of such fitting and interface.
 - 2.3.9 In relation to the marketing of the Airborne Data Service, STAR's obligations shall include:
 - (a) the nomination of a manager in charge of, subject to Clauses 2.25 to 2.27 inclusive (Changes): i) ensuring that ISMS upgrade and modification requirements from PARADIGM or the Customer as permitted in this Contract, if any, are being incorporated into STAR's supply processes and are complied with by STAR, ii) ensuring that improvements to the ISMS are launched whenever appropriate, and iii) interfacing with PARADIGM for all matters pertaining to the maturity of the ISMS;
 - (b) ensuring that all issues are identified and solved as early as possible in order to avoid change and rework during the ISMS Aircraft integration by the Customer and test integration activities; and
 - (c) ensuring that maximum pre-integration activities are incorporated into the supply process.
- 2.4 PRODUCT SUPPORT
- 2.4.1 STAR shall maintain, at all times, an appropriate and sufficient support organisation to provide comprehensive product support for the ISMS to PARADIGM and the Customer in accordance with the provisions of the Contract and more specifically the provisions of clause 3.7 and Annex C (ISMS THROUGH LIFE SUPPORT) ("Product Support").
 - 2.4.2 Save for as set out in Annex C (ISMS THROUGH LIFE SUPPORT),

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PARADIGM shall not provide any troubleshooting and/or technical support for the ISMS (unless otherwise agreed with STAR in writing).

2.5 GUARANTEES

2.5.1 Performance Guarantees

- (a) For each ISMS which is ordered, STAR shall comply in full with the Performance Guarantees.
- (b) PARADIGM shall not be obliged to accept an ISMS which is non-compliant with the Performance Guarantees and/or which is non-compliant with Annex B, Paragraph 1(b)(i).

2.6 SURVEILLANCE

2.6.1 Should a surveillance action be instigated by the Aviation Authorities or by other persons authorised to operate on their behalf relating to any aspect of the Airborne Data Service (including without limitation delivered or ordered ISMS and/or the Ground Stations), the Party receiving the surveillance request shall notify the other Party within 24 hours of such request. The Parties will cooperate and provide each other with all reasonable assistance necessary to ensure that any information required by the Aviation Authorities shall be promptly communicated to such Aviation Authorities (or the authorised persons operating on their behalf), and access to the areas necessary for exercising their surveillance action shall be authorised by the relevant Party. Each Party shall be responsible for its own costs in respect of activities generated by such surveillance.

2.6.2 Surveillance and improvement of the means of design, production and organization

- (a) Throughout the duration of the Contract, STAR shall promptly inform PARADIGM of any changes in its means of design, production, maintenance and/or organisation, and no Changes which affect the ISMS shall be implemented without the SMC's prior approval.
- (b) In addition to regular design assurance and quality management systems audits, PARADIGM may conduct visits to STAR's premises and the premises of STAR's sub-contractors, where appropriate, to perform audits on the ISMS and/or processes. Representatives of the Customer and of the Aviation Authorities shall also have the right to verify the design assurance system and the conformity of the ISMS with relevant quality, design and contractual requirements. STAR shall provide access to its own premises and the premises of its subcontractors at all reasonable times for the purposes of this Clause.
- (c) STAR shall implement all improvements to the design assurance, quality management system and to its means of production and organisation to ensure that STAR meets the requirements required under this Contract.

2.6.3 Save for otherwise set out under the Contract, neither Party shall have access to the other Party's IP Rights, trade secrets or other Confidential Information or that belonging to any sub-contractor during a visit to the other Party's premises.

2.7 ISMS COMPLIANCE WITH LAWS AND REGULATIONS

2.7.1 Subject to Clauses 2.7.3, each Party shall use all commercially reasonable endeavours to perform its respective obligations under this Contract in a manner that complies with all Applicable Laws and Regulations and shall use all commercially reasonable efforts to keep abreast of all Applicable Laws and Regulations affecting such performance, including laws relating to environmentally friendly manufacture, and European Regulation (EC) n°1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals ("REACH"). Each Party shall promptly notify the other Party if a charge of non-compliance with such Applicable Laws and Regulations is made against it.

2.7.2 Each Party shall promptly notify the other Party of any material change in any Applicable Laws and Regulations that it becomes aware in the ordinary course of business: (i) affecting the performance of its obligations under this Contract and (ii) relating to the ISMS or to the Airborne Data Service.

2.7.3 In the event that a modification to the ISMS and/or the Airborne Data Service is required to address a change in Applicable Laws and Regulations, that change shall be dealt with in accordance with Clauses 2.25 to 2.27 inclusive (Changes).

2.7.4 Should a Party fail to comply with its obligations under Clauses 2.7.1 to 2.7.3 inclusive, that Party shall indemnify and hold harmless the other Party from and against all consequences of such failure. Each Party shall use its reasonable endeavours to anticipate any reasonably foreseeable evolution in the Applicable Laws and Regulations applicable to the ISMS and notify the other Party accordingly.

2.7.5 Any Certificate issued in accordance with the requirements of those Applicable Laws and Regulations shall accompany each consignment.

2.7.6 STAR shall procure that its sub-contractors comply with the obligations set out under 2.7.1.

PARADIGM OBLIGATIONS

2.8 PARADIGM CORE OBLIGATIONS (SUPPLY)

2.8.1 PARADIGM shall advise STAR of the delivery requirements for the ISMS to the Customers.

2.8.2 PARADIGM shall inform STAR of any ISMS deliveries to the Customer that are faulty, and that require immediate STAR Product Support.

2.8.3 PARADIGM acknowledges that the service levels that STAR is obliged to meet in respect of the support services referred to in Clause 2.4.1 (as set out in Annex C (*ISMS THROUGH LIFE SUPPORT*)) are based on the assumption that for each Customer Service Contract, STAR will deliver free additional ISMS for every ISMS ordered per Customer Service Contract to be installed by that Customer (the "ISMS Spare Unit").

2.8.4 PARADIGM shall promptly inform STAR of any material issue relating to the ADS that will affect PARADIOM's performance of its obligations under this Contract.

2.8.5 At or as soon as practicable after the Effective Date, PARADIGM shall grant STAR access to the GUI for the purposes of enabling STAR to perform its obligations under the Contract.

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2.12 TAXES

- 2.12.1 Subject to Clause 2.13.3, STAR shall be liable for and pay all other, taxes, duties or similar charges of any nature whatsoever levied, assessed, charged or collected, for or in connection with the design, manufacture, assembly, and performance of the ISMS, services, instruction and data delivered or furnished under the Contract.
- 2.12.2 Pricing of the ISMS sold to PARADIGM are exclusive of all sales taxes including Value Added Tax (VAT).
- 2.12.3 STAR shall not bear or be responsible for payment of any local taxes or import duties payable in respect of the delivery of the ISMS to the Customer, and PARADIGM agrees that the Customer Service Contract shall oblige the Customer to pay such local taxes and import duties, including VAT where applicable.
- 2.12.4 Subject to Clause 2.10.6, in the event of a dispute between the Parties over the payment of an invoice, PARADIGM shall be entitled to withhold the payment of any disputed invoice until resolution of such dispute as per the provisions of Clause 5.22 and 5.23 (*Settlement of Disputes*).

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2.14 CO-OPERATION

- 2.14.1 General Co-operation
 - (a) Each Party shall promptly and duly execute and deliver to the other Party any further documents and take any further action(s) as the other Party may from time to time reasonably request in order to effectively carry out the intent and purpose of the Contract.
 - (b) STAR undertakes to provide to PARADIGM upon request, publicly available financial information about the performance of STAR, and shall, whether or not such request has been made, supply the audited annual report

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upon its issuance including the financial statements.

- (c) Nothing in this Contract shall prevent STAR from exercising its rights and performing its obligations under existing third party contracts provided that the ISMS and/or Airborne Data Service are not used. Notwithstanding the foregoing, the Parties acknowledge and agree that STAR shall be entitled to continue its existing contracts for the supply of ISMS to Shaheen Airways, Midwest Airways, NERMA Airlines and Pakistan International Airlines (PIA).

2.14.2 Resident Representatives

- (a) PARADIGM may with the agreement of STAR and on reasonable prior notice and for each period as agreed with STAR, locate one (1) or more of its employees (hereinafter "Resident Representative(s)") at STAR's premises. The Resident Representative shall be given reasonable access *inter alia* to any and all working areas, information on the status of STAR's performance of its obligations hereunder, such as internal progress, charts, reports and reviews, as necessary to ensure timely co-ordination and conformity with the Order(s) and Contract. STAR shall provide office facilities and equipment for the use of the Resident Representative(s) commensurate with those provided to a member of its own staff of a similar standing. Such facilities and equipment shall be provided free of charge, with the exception of costs related to the use of telephones and facsimile or of any other telecommunication facilities.

- (b) STAR may, subject to PARADIGM's prior agreement, locate its own resident representatives at PARADIGM's facilities and make arrangements similar to those granted by STAR to PARADIGM's representatives as per the preceding Clause. Notwithstanding the preceding sentence, the access of STAR's representative(s) to PARADIGM's premises shall be limited to the areas in which STAR's representative(s) needs access for the purposes of the performance of the Contract.

- 2.14.3 Subject to the other Party's prior written agreement, each Party may request access to the other Party's premises to perform its obligations under the Contract, including to install or update all necessary software. Save for with the express permission of the other Party, neither Party shall have access to the other Party's or its sub-contractor's IP Rights, trade secrets or other Confidential Information during a visit to the other Party's premises.

2.14.4 Personnel

- (a) Each Party shall ensure that its employees or representatives involved in the performance of the Contract shall be appropriately qualified, skilled (including technical knowledge and language) and experienced in their respective trades or occupations.
- (b) Each Party shall ensure that its personnel, including Resident Representatives, shall, when located in the premises of the other Party, comply with any applicable regulations of such other Party, including but not limited to health,

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safety, security, environment, IT and internal regulations.

- (c) Each Party shall, if reasonably requested by the other Party, assist the other Party (at the cost and expense of that other Party) in applying for permits, licenses and/or approvals required in its country for any of its personnel. Such other Party shall remain responsible at all times for and bear the costs of obtaining any such permit, license or approval for its own personnel.

2.15 SUPPLIER IDENTIFICATION

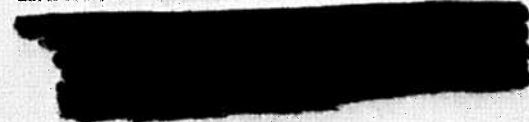
- 2.15.1 In compliance with Air Transportation Association ("ATA") requirements, STAR shall promptly obtain an identification number commonly known as a "cage code". Such code shall be communicated to PARADIGM as soon as available, and shall be quoted on all product related documentation, certificates, manuals, software, or any other document as applicable. If STAR sub-contracts work to any third party(ies), STAR shall ensure that such sub-contractor(s) comply(ies) with the ATA requirements.

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TECHNICAL DOCUMENTATION

2.16 TECHNICAL DOCUMENTATION

List of Technical Documentation



Supply of Technical Documentation

- 2.16.2 STAR warrants that all Technical Documentation shall be available in sufficient quantity and shall be of adequate quality for the design, manufacture, and commissioning of the ISMS.
- 2.16.3 STAR shall provide completed Technical Documentation sufficient to enable pilot testing to PARADIGM prior to commencement of the first pilot test. STAR may make changes to the Technical Documentation to take into account improvements/modifications identified as a result of the pilot tests, such that at the end of the pilot tests, the documentation is fit for full service.

Protection of Technical Documentation

- 2.16.4 For as long as a minimum of [redacted] Aircraft on which the ISMS is incorporated is in commercial operation, STAR shall, at its own cost, ensure that the Technical Documentation:
 - (a) is of a standard that meets the reasonable requirements of the Customer and

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shall at all times be maintained to such standard;

- (b) shall promptly be replaced, if it is missing or has deteriorated, using Documents with similar characteristics, such reasonable costs of replacement to be borne by the Customer;
- (c) is free and clear of all liens, charges, mortgages or encumbrances and rights of others of any kind whatsoever and STAR shall fully indemnify and hold PARADIGM and the Customer harmless in this regard; and
- (d) is adapted to meet the requirements under the Contract.

License to use the Technical Documentation

2.16.5 STAR grants to PARADIGM, or shall procure the grant to PARADIGM of a non-exclusive license, with a right to sub-license to Customers, to use and reproduce the IP Rights in the Technical Documentation listed in Annex E and the IISMS Specifications under Annex A, for the duration of the Contract.

REPRESENTATIONS, WARRANTIES AND GUARANTEES

2.17 REPRESENTATIONS

2.17.1 Each Party represents and warrants that:

- (a) the Contract has been duly authorized and approved for signature by its representative;
- (b) signature of this Contract does not contravene any Applicable Laws and Regulations;
- (c) it does not require any governmental or other consent to enter into and perform its obligations under the Contract;
- (d) the Contract does not contravene, or result in any breach of, or does not constitute any default under, any Contract to which the Party is a party;
- (e) there is no pending or threatened dispute, action or proceeding before any court or agency which, either individually or in the aggregate, might adversely affect its ability to perform its obligations under the Contract;
- (f) it will not enter into any Contract, or act or omit to act, in such a way that would impair in any way the Party's ability to perform the Contract; and
- (g) it will not enter into any Contract, or act or omit to act, in such a way that would limit, condition or alter the full exercise of the rights granted to the other Party under the Contract.

2.18 WARRANTIES IN RELATION TO THE IISMS

2.18.1 Without prejudice to any other representations and warranties expressed

elsewhere in the Contract, STAR represents and warrants to PARADIGM that:

- (a) **General Warranty:** Each IISMS and each part thereof shall:
 - i) be suitable for its intended use;
 - ii) be free from apparent and/or latent defects:
 - (A) in material and workmanship, wherever the origin;
 - (B) in design (having regard to the state-of-the-art at the time of the design);
 - (C) in the manufacturing process; and
 - (D) arising from non-conformity with the Order and the IISMS Specifications; and
 - iii) only comprise materials and goods which are unused, of recent manufacture and of sound, merchantable and satisfactory quality.
- (b) **Title Warranty:** Each IISMS and each part thereof shall be free and clear of all liens, charges, mortgages or encumbrances and rights of others of any kind whatsoever and STAR shall fully indemnify and hold PARADIGM harmless against any claims, damages, costs, expenses or losses, arising from a breach of this Clause.

(c) [REDACTED]

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2.18.2 In the event that an ISMS delivered by STAR is in breach of a warranty given in Clause 2.18.1, PARADIGM shall promptly notify STAR and PARADIGM or the Customer shall be allowed to return the ISMS to STAR with a detailed description of the breach. Where the breach is notified to STAR within the warranty period (as stated in Clause 2.18.1(d) and (e), STAR shall provide at STAR's cost a 'repair and replacement' support service in respect of the returned ISMS in accordance with Annex C (ISMS THROUGH LIFE SUPPORT).

2.19 OTHER RIGHTS AND OBLIGATIONS

2.19.1 STAR undertakes to fully comply with the warranty provisions in Clause 2.18.1 and Annex C (ISMS THROUGH LIFE SUPPORT), which shall be without prejudice to any other rights of PARADIGM under this Contract.

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2.21 GENERAL

Official Authorizations - Export License

2.21.1 Notwithstanding anything to the contrary under the Contract, it is understood by the Parties that PARADIGM's ability to deliver the Airborne Data Service to Aircraft fitted with the ISMS on a worldwide basis and the Customers'

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ability to use, operate and maintain the ISMS worldwide are essential to Contract.

2.21.2 STAR represents and warrants to PARADIGM and Customers that as at the Effective Date, the ISMS or any parts thereof are not subject to US, EU and Canadian export laws and regulations (hereafter referred to as "Export Regulations"). The Parties acknowledge that divergence contrary to such Export Regulations is prohibited.

2.21.3 In the event that any or all parts of the ISMS would be subject to any applicable Canadian export laws and regulations, including the Export Regulations or a change in Applicable Laws and Regulations, STAR shall:

- (a) be responsible for obtaining in time all relevant official approvals, licenses and authorizations ("Export Licenses") required for the worldwide export, delivery and use of the ISMS by PARADIGM or the Customer, if so required by the relevant authorities; and
- (b) where all or part of the ISMS would be subject to export licensing procedures, STAR shall ensure that an Export License or similar documentation is issued by the relevant authorities in time to allow the worldwide export, delivery and use of the ISMS by PARADIGM or the Customer if required by the relevant authorities; and
- (c) state on all delivery notices the export control classification number and the reference of the applicable Export License; and
- (d) state in all documentation provided in furtherance of a license the appropriate applicable Export License number and destination restrictions.

2.21.4 If one or more Export Licenses (including Technical Assistance Agreements) are required for the fulfillment of the Contract or an Order, the Export Licenses and any amendments thereto shall be agreed with PARADIGM before being submitted to the relevant authorities. STAR shall provide PARADIGM with a copy of the Export License. The provisions that are stipulated may be removed from the copy supplied to PARADIGM, if so required by the relevant authorities.

2.21.5 If STAR fails to comply with its obligations under the provisions of Clauses 2.21.3 and 2.21.4 and/or if any Export Regulation prevents STAR from complying with its obligations under the provisions of the Contract, STAR shall, at its own cost, and within a timeframe agreed with PARADIGM:

- (a) obtain from the relevant authorities the necessary Export Licenses, with respect to the ISMS, that would enable PARADIGM to sell and support the ISMS worldwide and would allow Customers to continue using, operating and maintaining the ISMS; or
- (b) replace or modify the restricted technology so that the ISMS ceases to

infringe the Export Regulations, whilst fulfilling all requirements under the Contract or the Order.

2.21.6 Any remedial action undertaken by STAR under this Clause 2.21.6 is without prejudice to PARADIGM's right to claim compensation for all costs, damages and losses suffered as a consequence of the said breach, and/or right to terminate the Contract or the Order as a result of STAR's breach.

2.21.7 Notwithstanding any other provision of the Contract or the attached Order, STAR shall be liable for all damages, losses, and liabilities incurred by PARADIGM as the result of STAR's non-compliance with its obligations under this Clause 2.21 but subject to Clause 2.21.8.

2.21.8 Notwithstanding the foregoing provisions of this Clause 2.21, in the event that an Order is accepted by STAR but prior to delivery of the ISMS, the parties relating to Export Licenses for that Order changes; then such circumstances shall be referred to the IMC for resolution as to the cost sharing for the Export Licenses.

Packaging

2.21.9 Provided that each ISMS is packed in suitable and re-usable packaging, the packaging of the ISMS shall be at STAR's discretion. STAR may identify itself as the developer of the ISMS technology and/or the exclusive manufacturer of the ISMS, on each ISMS, the ISMS packaging and/or the ISMS labelling.

2.21.10 Packaging, transit and storage of the ISMS shall be carried out in accordance with ATA applicable specifications.

2.21.11 STAR shall include with each ISMS, where applicable, a label specified by STAR, and barcode labels in accordance with ATA specifications for both shipping and permanent ISMS identification.

2.21.12 STAR may use re-usable packaging at its discretion.

Documentation

2.21.13 Each package shall be marked with the name of STAR and with the following information:

- (a) the name of the Customer and the address of the place of delivery;
- (b) a Delivery Notice in accordance with the provisions of Clause 2.21.6; and
- (c) where applicable, the original of the declaration of conformity (or certificate of conformity), the Certificate and/or any other document specified in the Contract or in the Order.

2.21.14 All documentation described in the preceding Clauses shall be attached inside and outside the packaging. The ISMS shall not be considered as delivered by

STAR until all requisite documents properly executed have been received by the Customer. PARADIGM reserves the right to return the ISMS at STAR's expense if such documents are not properly filled-in/enclosed.

2.22 INSPECTION

Inspection at Supplier's Premises

2.22.1 PARADIGM shall be entitled to inspect the ISMS and all materials and parts procured by STAR for the manufacture of the ISMS at any time, at STAR's premises and at the facilities of any of its sub-contractors. PARADIGM shall be granted access to STAR's facilities and technical data and STAR shall procure that its sub-contractors grant PARADIGM access to the sub-contractors' facilities and technical data as may be reasonably necessary for the purposes of the inspection.

2.22.2 Save for as otherwise agreed under the Contract, neither Party shall have access to the other Party's or its sub-contractor's IP Rights, trade secrets or other Confidential Information during a visit to the other Party's premises.

Further Inspection

2.22.3 After receipt of an ISMS, the visual inspection by PARADIGM or the Customer for transport damage, quantities and documentation shall not be construed as an acceptance of the ISMS, nor shall it preclude PARADIGM or the Customer from performing further inspection, or rejecting the ISMS. Functional checks may be performed after installation of the ISMS on the Aircraft in accordance with the intended use of the ISMS.

2.23.2 All ISMS delivered by STAR shall be delivered to the Customer as specified in each Order.

Notification of Delivery by STAR

2.23.4 STAR shall send detailed dispatch notices (each a "Delivery Notice") to PARADIGM and the Customer immediately on dispatch of ISMS. Each Delivery Notice shall indicate: (i) the location of the origin of each dispatch,

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(ii) the Order number, (iii) the ISMS identification number including the part number of the ISMS/serial numbers, (iv) the method of transportation, (v) the gross weights, (vi) the route of delivery, (vii) the shipping reference, (viii) the quantity of ISMS/packages dispatched, and (ix) the ISMS price or ISMS value for customs purposes.

Early Deliveries

2.23.5 STAR shall not make any ISMS delivery in advance of ten (10) Working Days of the Due Delivery Date without PARADIGM and the Customer's express prior written consent.

2.24 ACCEPTANCE OF THE ISMS

2.24.1 In respect of each Order, PARADIGM shall, or where a Customer takes delivery of the ISMS in which case PARADIGM shall procure that the Customer shall, inspect all ISMS delivered by STAR in accordance with that Order.

2.24.2 Notwithstanding any prior payment or inspection, acceptance of the ISMS shall be deemed to have occurred upon the Go Live Date.

CHANGES

2.25 CHANGES - GENERAL

2.25.1 For the purposes of this Clause, a "Change" shall mean and include any change, amendment and/or modification to the ISMS and/or the ISMS Specifications, including those Changes resulting from:

- (a) a request for Change introduced by PARADIGM or the Customer, or
- (b) a Change made by STAR; and
- (c) a change in law or regulation ("Change in Regulations"), which requires a Change that is caused by:

- (1) The Certification becoming invalid or suspended; and/or
- (2) Directives issued by the Aviation Authority having jurisdiction over the Customer's Aircraft and requiring mandatory Changes for as long as the IEMS is fitted onto the Aircraft, and/or
- (3) Enactment of any law or regulation, or issuance of any new interpretation of an existing law or regulation, which requires a Change in order to obtain or maintain the Certification for the Aircraft.

2.25.2 For the avoidance of doubt, a Change does not include a configuration change of the operation of the IEMS. The cost of all Standard Configuration changes shall be borne by STAR. The apportionment of the cost of non-standard configuration changes shall be determined by the SMC.

2.26 CHANGE PROCESS

2.26.1 Either Party may submit proposals for Changes.

Request for Change

2.26.2 For every Change, the Party requesting the Change (the "Requester") shall submit:

- (a) a justification regarding the reasons for Change;
- (b) a technical proposal for the contemplated Change, including Changes to Technical Documentation;

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- (c) logistics associated with the implementation of the Change.

Impact on the STC

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- (d) STAR shall inform the Service Management Committee if the Change will have an impact on the continued validity of the Certification and if a STC would be required.

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Change Review Process

- 2.26.3 All contemplated Changes shall be reviewed as quickly as possible by the Service Management Committee taking into account the information supplied in compliance with Clause 2.26.2.
- 2.26.4 The Service Management Committee shall review all proposed Changes and shall be responsible for ensuring: (1) the decision regarding the further investigation, acceptance or rejection of a Change (except for a Change in Regulation which shall apply obligatorily) is communicated, and (2) the steps necessary for the Change are validated and implemented.
- 2.26.5 A Change which is not a Change in Regulation shall be implemented provided that it is agreed by the Service Management Committee.
- 2.26.6 A Change in Regulation shall not require the prior approval of the Service Management Committee and shall be implemented by STAR within the prescribed regulatory time but shall be notified to the Service Management Committee prior to being carried out.
- 2.26.7 All Changes shall be recorded, and if they affect the Airborne Data Service delivery, the Contract shall be amended to reflect these Changes.

Implementation

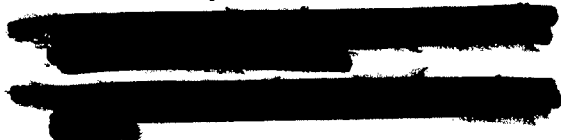
- 2.26.8 STAR shall promptly perform all activities to implement all Changes to the ISMS validated by the Service Management Committee including, as necessary, the qualification, support to re-Certification, update of the technical documentation, ISMS TLS publications, Technical Documentation, and any training updates.
- 2.26.9 PARADIGM shall promptly perform all activities to implement all Changes to the Ground Station validated by the Service Management Committee including, as necessary, the qualification, update of the Technical Documentation, ISMS TLS publications, Technical Documentation, and any training updates.
- 2.26.10 For all Changes performed after a Certification, the activities required under this Clause 2.26 shall be performed in accordance with the same processes and procedures as for the original Certification of the ISMS.
- 2.26.11 STAR shall provide modification kits, and, if required, specialist workforce, Technical Documentation and instructions for modification of the ISMS as are necessary to carry out the modification at the Customer's or the MRO subcontractor's premises.
- 2.26.12 STAR shall promptly perform all modifications resulting from a Change in Regulations under conditions agreed with PARADIGM and/or the Customer, and shall keep PARADIGM informed of the progress accordingly.

2.27 COSTS OF CHANGE

2.27.1 The costs of change to the ISMS (referred to as the "Costs of Change" for the purposes of this Contract) are all the costs associated with a Change, including:

- (a) any variation of the ISMS Unit Price and/or cost associated with the development and implementation of Changes;
- (b) any variation to the Performance Guarantees;
- (c) any impact on the ISMS TLS; and
- (d) any cost associated with warranty claims issued by the Customers and resulting from such Changes.

For the avoidance of doubt, the Costs of Change referred to in (a) and (b) above include all financial costs related to feasibility studies, design activities, testing, re-Certification, technical publication changes, change on delivered ISMS within the Customer's or the MRO subcontractor's premises, and retrofit or modifications performed on in-service ISMS where required.



2.28 OBSOLESCENCE

2.28.1 For the purpose of this Clause, "Obsolescence" shall be the characteristic of ISMS or any part thereof, which has been taken out of production and cannot be purchased on the market, or the use of which has been announced as being or will be restricted, or forbidden by an Aviation Authority notice.

2.28.2 Throughout the lifetime of the ISMS, in case of Obsolescence, STAR shall source, at no cost, and without operational impact, to PARADIGM and/or the Customer, a suitable replacement for any component of the ISMS which shall be subject to Obsolescence. This replacement shall be made available without disrupting or discontinuing PARADIGM delivery of the Airborne Data Service or Customer's use of the ISMS and shall be interchangeable in fit, form, and function. Such replacement shall be treated as a Change borne by STAR only.

2.28.3 Obsolescence Management Programme

(a) For the Term and any renewed term of the Contract, STAR shall establish and conduct an Obsolescence management programme for the ISMS and/or its

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components and/or Technical Documentation or any part supplied pursuant to this Contract.

(b) STAR shall demonstrate through the Obsolescence management programme that it ensures the continued supply of the function performed by the obsolete ISMS and/or its components and/or Technical Documentation or any part through a defined observation, planning, solution and implementation process.

2.28.4 The Obsolescence resolution process shall include details on:

- (a) the notification of the Obsolescence occurrence detailing its origin, and the extent to which it affects peripheral components or services;
- (b) the resolution process plan including notification to the Customer;
- (c) a method of implementation follow-up;
- (d) the analysis of a cost management plan with the Customer; and
- (e) the support plan for ISMS spares or components with a pre-Obsolescence configuration.

DELAY IN MANUFACTURING OR DELIVERY

2.29 EXCUSABLE DELAY

Excusable Delay

2.29.1 A delay or interruption in the performance by PARADIGM or STAR of any provision of the Contract and/or the Order which is directly attributable to events which are at the same time compelling, unforeseeable, unavoidable, outside of its control and not occasioned by its fault or negligence, shall hereinafter be referred to as an "Excusable Delay".

2.29.2 Neither PARADIGM nor STAR shall be responsible, nor be deemed to be in default of its obligations under the Contract and/or any related Order, to the extent that such default is caused by an Excusable Delay and duly notified in accordance with the provisions of Clause 2.29.4 (Excusable Delay).

Mitigation

2.29.3 Notwithstanding the occurrence of an Excusable Delay, the Party whose obligations are affected by the Excusable Delay shall make every reasonable effort to mitigate its effects.

Notification

2.29.4 In the event that an Excusable Delay occurs that causes or may cause a delay in the performance by PARADIGM or STAR of its obligations under the Contract and/or an Order, such Party shall:

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- (a) notify the other Party in writing of the Excusable Delay immediately after becoming aware of the same;
- (b) describe the event causing the Excusable Delay in reasonable detail;
- (c) provide an evaluation of the obligations affected;
- (d) indicate the probable duration and extent of the delay;
- (e) notify the other Party of the measures that will be taken to remedy or mitigate the consequences of the Excusable Delay; and
- (f) upon cessation of the event causing the Excusable Delay, notify the other Party in writing of such cessation.

Re-scheduling

2.29.5 Following cessation of an Excusable Delay and, to the extent possible, in anticipation thereof, the Party whose obligations are affected shall, in addition to the above obligations, resume the performance of its obligations, promptly under the Contract or any Order.

2.29.6 If the manufacture or the delivery of the ISMS or Airborne Data Service is delayed or is anticipated to be delayed as a result of an Excusable Delay, the Due Delivery Date shall automatically be extended for a period up to the time period of the Excusable Delay, but shall not be extended, save for with the prior written agreement of the Parties, for a period exceeding the time of the Excusable Delay.

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2.30 NON-EXCUSABLE DELAY

Non-Excusable Delay

2.30.1 Manufacturing of the ISMS shall be performed and deliveries shall be made in accordance with the terms of the Contract and/or Order.

2.30.2 In the event of a delay by STAR in the performance of its obligations under the Contract and any Order, which is not caused by an Excusable Delay, such delay shall be considered a non-excusable delay (hereinafter "Non-Excusable Delay").

Notification

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Mitigation

2.30.4 Save for in relation to a late delivery beyond the Due Delivery Date in which case the provisions of Clause 5.13.2 shall apply, if, as a consequence of a Non-Excusable Delay, it is anticipated that STAR will fail to perform any of its obligations under the Contract by the Due Delivery Date, STAR shall make every effort to mitigate such delay and STAR shall be responsible for and shall bear all costs suffered by the Parties as a consequence of the Non-Excusable Delay. In addition, STAR shall use all reasonable endeavours to provide PARADIGM with substitute ISMS in an adequate number at no additional charge, to maintain the Airborne Data Service process implementation to the Customer and to minimise any potential delay.

PARADIGM's Rights

2.30.5 If a Non-Excusable Delay occurs then, in addition to any other rights that PARADIGM may have under the Contract such as under Clause 5.7 (Termination for STAR Default), PARADIGM reserves the right to:

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- (d) instruct STAR to send the ISMS by other means of transportation and/or to a destination other than the one specified in the Contract, at STAR's expense; and/or
 - (e) make all necessary arrangements for the collection of the ISMS, at STAR's expense.
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3. PART III - OPERATIONS AND MARKETING OPERATIONS

3.1 GROUND STATIONS

PARADIGM:

3.1.1 PARADIGM shall provide, operate, control and maintain, at its own cost and risk, all Ground Stations necessary for the provision of the Airborne Data Service to the Customer.

3.1.2 At the Effective Date, PARADIGM Ground Stations are located at: Oakhanger (Bordon, Hampshire) and Coleme (North Coleme, Wiltshire), UK.

3.1.3 PARADIGM agrees that:

- (a) its Ground Stations shall be equipped by STAR, at STAR'S own cost, with the STAR Ground Station Software and URM Environment,
- (b) all Ground Stations shall use the same IT protocol; and
- (c) if a Ground Station is relocated by PARADIGM, the new Ground Station shall be sufficient to maintain the SLA provisions set out in the Customer Service Contracts.

STAR:

3.1.4 From the Effective Date, STAR shall provide, operate, control and maintain, at its own cost and risk, a ground station located at TORONTO to enable STAR to:

- (a) provide pilot test services as described below in Clause 3.10;
- (b) develop New Services as described below in Clause 3.9;
- (c) deliver services to land and sea based vehicles; and
- (d) deliver services to [REDACTED]

Access to Ground Station

3.1.5 STAR shall have access to the Ground Station Software and the URM Environment and components installed on the PARADIGM Ground Stations for the purpose of configuration, control, maintenance and testing, as well as for the provision of New Services as described in Clause 3.9 below.

3.1.6 Access to PARADIGM Ground Station shall be subject to security requirements, which STAR acknowledges and agrees to comply with.

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3.8 ISMS THROUGH LIFE SUPPORT

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3.9 NEW SERVICES

- 3.9.1 STAR shall use its best endeavours to develop New Services; and PARADIGM may also develop New Services.
- 3.9.2 Any New Service, which is developed by either Party, shall be agreed by the Service Management Committee prior to being developed by STAR or PARADIGM, including its development costs, pricing, pilot trial, and business case. If the Service Management Committee agrees on a proposal, then the New Service shall be incorporated into the terms of this Contract. If the Service Management Committee fails to agree on a proposal, the developing Party shall be free to market the New Service (provided that it does not use the ISMS and does not compete with the Airborne Data Service).
- 3.9.3 STAR shall use its Toronto ground station for the development of New Services testing, in addition to the pilot test service delivery, and the delivery of non Airborne Data Service products including to Shebeen Airways, Midwest Airways, NESMA Airlines and Pakistan International Airlines (PIA) as described in Clause 2.14.1(e).
- 3.9.4 The development by STAR of New Services shall be funded from the proceeds of revenues obtained from STAR's portion of the Service Fee, and STAR acknowledges that those funds shall be sufficient to support this requirement.

3.10 PILOT SCHEME

- 3.10.1 A pilot test service for the Airborne Data Service shall be provided within six (6) months from entering into the Contract and for up to three customers. The purpose of the pilot test shall be to enable PARADIGM and STAR to test the Airborne Data Service. For the avoidance of doubt, STAR's Toronto ground station shall only be used for pilot tests where PARADIGM's Ground Stations cannot be used.
- 3.10.2 The maximum duration of the pilot test service shall be 6 months.
- 3.10.3 Any pilot test service shall be provided under a contract between PARADIGM and the pilot Customer, the terms and conditions of which shall be agreed by the Parties.
- 3.10.4 The Contract shall apply to the Parties during the pilot test service except as expressly provided otherwise in this Contract.
- 3.10.5 A pilot test service shall be provided to the pilot Customer at a lower price than the fully operational Airborne Data Service. The Parties shall agree on a case-by-case basis how costs and revenue from any such pilot test service shall be split between the Parties.

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4. PART IV - SALE OF THE AIRBORNE DATA SERVICE

4.1 SALE OF THE AIRBORNE DATA SERVICE

4.1.1 PARADIGM shall, at its own cost and expense, be solely responsible for all sale activities of the Airborne Data Service to Customers. The Airborne Data Service shall be exclusively provided to Customers by PARADIGM.

4.2 AIRBORNE DATA SERVICE CONTRACT

4.2.1 PARADIGM shall use all reasonable endeavours to procure that the following service level agreement (SLA) provisions are reflected in the Customer Service Contract and PARADIGM shall use all reasonable endeavours to market, sell and perform the ADS in accordance with the SLA provisions listed below. Any material changes to these provisions must be agreed by the SMC:

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Customer Service Operations

- (c) the Customer will operate the ISMS in accordance with the Customer Operation Manual which shall be provided by STAR to the Customer upon entering into the Customer Service Contract with PARADIGM;
- (d) the Customer shall not interfere, de-engineer, dismantle or move the ISMS to another Aircraft or disclose the ISMS Specifications in Annex A. If a Customer wishes to move the ISMS, it shall not do so without first informing PARADIGM who shall then inform STAR of the move of the ISMS. Any

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4.3 MARKETING AND BUSINESS DEVELOPMENT PLAN

4.3.1 Within three (3) months from the Effective Date, the Parties shall issue and agree a Marketing & Business Development Plan which shall include the following sections:

- (a) joint marketing plan;
- (b) business development plan including current and potential customers;
- (c) quarterly marketing review including sales expectations;
- (d) air shows and exhibitions;
- (e) communications;

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- (f) promotional material; and
- (g) press releases,

(the "Marketing and Business Development Plan").

4.3.2 The Marketing and Business Development Plan shall be reviewed and updated at a minimum annually by the Service Management Committee. Each Party shall provide full and complete visibility of all of its respective marketing investment and plans to support the awareness and promotion of the Airborne Data Service.

4.3.3 Where applicable, and agreed to by the Service Management Committee, PARADIGM may incorporate incentive based remuneration in order to secure sales.

4.4 BRANDING AND PROMOTION

4.4.1 PARADIGM shall lead all branding and promotional events.

4.4.2 To provide an efficient support to the marketing of the Airborne Data Service, the Parties shall split their representation on events and exhibitions according to the Marketing and Business Development Plan.

4.4.3 The Airborne Data Service shall be marketed and sold as "The Airborne STAR Airborne Data Service" (unless otherwise agreed by the Parties). PARADIGM agrees that the Airborne Data Service shall be referred to in this manner at all times. PARADIGM and STAR shall agree on the trade mark and logo and any other branding (packaging, labelling, promotional materials) for the Airborne Data Service to reflect the service name and the Parties shall only market and sell the Airborne Data Service under the agreed co-branding.

Joint ownership of the Airborne Data Service trade mark

4.4.4 Any and all Intellectual Property Rights subsisting in the trade names, logos, trade marks and other branding referred to in Clause 4.4.3 that relate exclusively to the Airborne Data Service including any goodwill attached to the same shall be jointly owned by the Parties and, in respect of registrable rights, shall only be registered in the joint names of the Parties. The Parties shall share equally all costs in relation to the filing of relevant trade marks in the countries where the Airborne Data Service will be marketed, as well as defend the trade marks against any challenges and to renew the trade mark registrations.

4.4.5 On termination or expiry of the Contract for any reason, neither Party shall be entitled to use the co-branding described in Clause 4.4.3.

5. PART V -- TERM, TERMINATION, OTHER

5.1 EFFECTIVE DATE AND DURATION

5.1.1 This Contract shall come into effect on the Effective Date and shall continue in full force and effect for a period of five (5) years from the Effective Date (the "Term") (the first three years of this Contract shall be referred to as the "Initial Term" and the latter two years shall be referred to as the "Further Term"). No later than six (6) months prior to expiry of the Term and any Renewed Term as the case may be, the SMC shall meet to discuss renewal of the Contract. In the event that:

- (a) the Contract is deemed successful by the SMC, the Contract shall automatically renew for an additional five (5) year term (the "Renewed Term"); or
- (b) the Contract is deemed unsuccessful by the SMC, the Contract shall automatically expire at the end of the Term or any Renewed Term, as the case may be.

5.1.2 This Contract shall continue to govern any Order placed before the end of the Term until such time as all Orders have been satisfied in full.

TERMINATION

VOLUNTARY TERMINATION

5.2 TERMINATION BY MUTUAL AGREEMENT

5.2.1 The Parties may jointly agree in writing to terminate the Contract at any time during the Term. Termination shall be effective within six (6) months of the written agreement of the Parties to terminate the Contract ("Agreed End Date") during which the Parties shall settle their accounts and pay any amount due to each other and comply with the consequences of termination procedures set out in Clause 5.6.

5.3 TERMINATION IN CASE OF EXCUSABLE DELAY

5.3.1 In the event of an Excusable Delay, either Party may terminate the Contract in accordance with the terms of Clause 2.29 (Excusable Delay) by serving a written notice of termination on the other Party ("Notice of Termination") which shall specify the date such termination is effective (which date shall not be sooner than three months after the Notice of Termination is served ("Excusable Delay Termination Date"). Neither Party shall incur any liability in respect of termination for Excusable Delay but in such circumstances the Parties shall be bound by the consequences of the termination procedures set out in Clause 5.6.

5.4 **TERMINATION FOR WALK AWAY - NOT USED**

5.5 **TERMINATION IN RELATION TO NON SALE OF ISMS**

5.5.1 Both parties will work together in good faith to deliver the Airborne Data Service and maintain sales during the first three years of the Contract and comply with their respective objectives under the Marketing and Business Development Plan.

5.5.2 In the event that after the third anniversary of the Effective Date, less than 1000 EMS units are sold by PARADIGM in any year, STAR shall be entitled to request a meeting of the RMC to discuss such failure within thirty (30) Days of the fourth anniversary of the Contract or any anniversary thereafter. If such meeting is not held for any reason within thirty (30) Days of a request for a meeting being issued or if the meeting is held and it does not result in mutual agreement in relation to the continuation of the Contract, then either Party shall be entitled to terminate this Contract on giving not less than six (6) months prior written notice ("Non Sale of EMS Notice Period"), and the termination shall be treated as a voluntary termination and Clause 5.6 shall apply.

5.6 **CONSEQUENCES OF VOLUNTARY TERMINATION**

5.6.1 The terms of this Clause 5.6 shall apply to:

- (a) the non renewal of the Contract (Clause 5.1.1);
- (b) termination by mutual agreement (Clause 5.2);
- (c) termination for Reasonable Delay by either Party (Clause 5.3); and
- (d) termination in relation to non-sale of ISMS (Clause 5.5).

5.6.2 With effect from:

- (i) the end of the Term or the end of the Renewed Term, as the case may be (Clause 3.1.1); or
- (ii) the Reasonable Delay Termination Date (Clause 5.3.1); or
- (iii) the Agreed End Date, in the event of termination by mutual agreement (Clause 5.2.1); or
- (iv) the end of the Non Sale of ISMS Notice Period described in Clause 5.5.2.

PARADIGM shall not take any new orders from existing Customers or enter into new Customer Service Contracts.

5.6.3 The terms of the Contract shall continue to apply to all Orders placed before the dates specified in Clause 5.6.2 above and the Parties shall service all

current Customers until expiration of their Customer Service Contract.

5.6.4 In the event of expiry or termination arising from the circumstances described in Clause 5.6.1(a) to (d) (inclusive), contractual liability under Clause 5.13 (Contractual Liability) below shall not apply save for claims the Parties were in breach of the terms of the Contract prior to termination.

5.7 **TERMINATION FOR STAR DEFAULT**

5.7.1 In the event of:

- (a) a material breach by STAR of its obligations under the Contract; or
- (b) a Change of Control of STAR giving rise to termination (under Clause 5.20.6), or
- (c) a Competitor Transfer (e.g. a business or asset sale to a Competitor) (under Clause 3.20.2),

PARADIGM may give STAR written notice of such breach or non-compliance (the "STAR Default").

5.7.2 For the avoidance of doubt, "material" for the purposes of Clause 5.7.1(a) shall include:

- (a) any breach which results in one or more SLA in a Customer Service Contract not being met for a consecutive period of 6 months; and/or
- (b) any breach which results in Certification required under this Contract not being obtained e.g. by reason of revocation, suspension or loss.

5.7.3 STAR shall remedy the STAR Default within ninety (90) Days from the date of such notice to remedy or, where the STAR Default cannot be cured within the ninety (90) Days period, for such other period as agreed by PARADIGM in its sole discretion.

5.7.4 If:

- a) STAR does not remedy the STAR Default within the ninety (90) Days or such other period specified by PARADIGM in Clause 5.7.3 above; or
- b) the STAR Default is not capable of remedy (for example, in the case of a Change of Control or Competitor Transfer giving rise to termination); or
- c) Non-Reasonable Delays occur for more than 10% of all the annual EMS deliveries in any year whose cause the EMS units have been sold, regardless of the duration of such Non-Reasonable Delays or the fact that these Non-Reasonable Delays may have been remedied;

then PARADIGM may, without incurring any liability whatsoever, leave the

right to immediately terminate the Contract, and/or any Order in progress negatively affected by that STAR Default or such Non-Excusable Delay, by giving written notice of termination to STAR and the provisions of Clause 5.8 shall apply. The provision of notice to terminate by PARADIGM under this Clause shall not prejudice PARADIGM's right to claim damages and/or any other remedies which PARADIGM may have at law and/or under the Contract.

5.8 CONSEQUENCES OF TERMINATION IN THE EVENT OF STAR DEFAULT

5.8.1 In the event of termination by PARADIGM for:

- (i) STAR Default (Clause 5.7);
- (ii) Change of Control of STAR (Clause 5.20.6);
- (iii) Competitor Transfer (Clause 5.20.2); or
- (iv) termination Without Default (Insolvency) where STAR is the Debating Party (Clause 5.11) and where PARADIGM has not exercised the Kapsia Step In Option;

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PARADIGM all licenses of IP Rights as set out in Clause 3.11.6.

3.8.2 On termination of the Contract for a termination event described in Clause 3.8.1, PARADIGM shall be entitled to take new orders from existing Customers and enter into new Customer Service Contracts.

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5.9 TERMINATION FOR PARADIGM DEFAULT

5.9.1 If PARADIGM defaults in the payment of any undisputed amount due to STAR, STAR may give PARADIGM written notice of its non-payment. If

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PARADIGM does not remedy the non-payment within ninety (90) Days from the date of receipt of such notice in writing, STAR may terminate the Contract.

5.9.2 If PARADIGM materially breaches its obligations under this Contract or in the event of a Change of Control (under Clause 5.20.6) or Competitor Transfer (under Clause 5.20.2), STAR may give PARADIGM written notice of such breach or non-compliance at any time thereafter (the "PARADIGM Default").

5.9.3 PARADIGM shall remedy the PARADIGM Default notified by STAR under Clause 5.9.2 above within ninety (90) Days from the date of such notice or, where the PARADIGM Default cannot be cured within the ninety (90) Day period, such other period agreed by STAR in its sole discretion.

5.9.4 If:

a) PARADIGM does not remedy the PARADIGM Default within ninety (90) Days or such other period specified by STAR under Clause 5.9.3 above; or

b) the PARADIGM Default is not capable of remedy (for example, in the case of a Change of Control or Competitor Transfer giving rise to termination);

then STAR may, without incurring any liability whatsoever, have the right to immediately terminate the Contract by reason of the PARADIGM Default by giving written notice of termination to PARADIGM and the provisions of Clause 5.10 shall apply. The provision of notice to terminate to PARADIGM under this Clause shall not prejudice STAR's rights to claim damages or/and any other remedies which STAR may have at law and/or under the Contract.

5.10 CONSEQUENCES OF TERMINATION IN THE EVENT OF PARADIGM DEFAULT

5.10.1 In the event of termination by STAR for:

- (i) PARADIGM Default (Clause 5.9);
- (ii) Change of Control of PARADIGM (Clause 5.20.6);
- (iii) Competitor Transfer (Clause 5.20.2);
- (iv) termination Without Default (insolvency) where PARADIGM is the Defaulting Party (Clause 5.11); or
- (v) PARADIGM Non Payment (Clause 5.9.1).

PARADIGM shall return or destroy, at STAR's option, all STAR Confidential Information.

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(c) STAR shall be entitled to:

- i. access the Back/PARADIGM Borrow Contract;
- ii. demand immediate payment to STAR of all undisputed sums due to STAR, and all undisputed sums that would be due to STAR in respect of all Orders that are in progress had the Contract not been terminated, insofar as they remain unpaid and undisputed and without prejudice to any other rights which STAR may have on termination of the Contract whether at law or under the Contract;
- iii. develop a New Service using a third party service provider and the DMCA; and
- iv. discuss with PARADIGM, in good faith, the novation of existing Customer Service Contracts to STAR.

5.11 TERMINATION WITHOUT DEFAULT (INSOLVENCY)

5.11.1 Subject to the terms of Clause 5.12.1, either Party (the "Terminating Party"), may immediately terminate the Contract by notice in writing to the other Party (the "Defaulting Party") upon the occurrence of one or more of the following events:

- (a) the Defaulting Party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- (b) a supervisor, receiver, receiver-manager, administrative receiver, compulsory manager, trustee or other similar officer taking possession of or being appointed over, or any director, executive, secretary or other person

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levied or enforced (and not being discharged within 30 Days) on, the whole or any substantial part of the assets of either the Defaulting Party; or

- (c) any person presenting a petition or an application for the winding up, bankruptcy or dissolution of the Defaulting Party (whether out of court or otherwise) which has not been dismissed within 30 Days of presentation; or
- (d) the appointment of a liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, receiver-manager, administrative receiver, administrator or similar officer (in each case whether out of court or otherwise) in respect of either the Defaulting Party (and not being revoked within 14 Days) of appointment; or
- (e) a resolution for or so petition for or file documents with a court or any registrar, or other body for its winding up, administration (whether out of court or otherwise) or dissolution, is passed; or
- (f) the Defaulting Party's directors request the appointment or give written notice of their intention to make an appointment in bankruptcy or to appoint, as the case may be, a liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, receiver-manager, administrative receiver, administrator (whether out of court or otherwise) or similar officer or the Defaulting Party seeks relief under any applicable insolvency legislation for the reorganisation or compromise of creditors' claims; or
- (g) the Defaulting Party suspends or threatens to suspend payment of its debts or the Defaulting Party is unable to pay its debts as they fall due or admits its inability to pay its debts; or
- (h) the Defaulting Party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors; or
- (i) any event analogous to any of the events listed in a) to h) inclusive above occurring in relation to either the Defaulting Party in any jurisdiction.

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5.13 CONTRACTUAL LIABILITY

5.13.1 Subject to Clause 5.13.2, each Party shall be liable to the other for the timely and proper performance of its obligations under the Contract. In case of a breach of one or more contractual obligations, the Party in breach shall be liable to the other for all direct costs, losses, damages and liabilities and, in addition, for all incidental costs and expenses including reasonable legal fees which may be incurred by a Party as a consequence of the other Party being in breach of the Contract. The Party in breach shall, in such a case, be liable to the other Party for all the costs, losses, damages and liabilities that are incurred due to the postponement of an Airborne Data Service delivery, plus any amounts to be paid to the Customer as a result of the breach, and any loss of revenues suffered as a consequence of the termination of the Contract.

5.13.2 In relation to late delivery beyond the Due Delivery Date, FARADIGM's damages shall be limited to the caps set out in Clause 2.30.5(g).

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5.14 NON-CONTRACTUAL LIABILITY

5.14.1 Subject to Clause 5.15.1 and excluding all claims, losses and other matters

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concerning the infringement of IP Rights (which are dealt with under Clause 5.12 Intellectual Property Rights), each Party (the "Indemnifying Party") shall be liable, indemnify and hold harmless the other Party ("Indemnified Party"), its officers, directors, employees or insurers from and against any and all claims, damages, losses, liabilities, costs (including reasonable legal expenses) connected with the death or injury sustained by any Customer or third party, or loss of or damage to any tangible property and intangible property, caused by the acts or omissions of the Indemnifying Party in the performance of its obligations under this Contract.

5.14.2 If, under the Contract, one of the Party's representatives attend the premises of the other Party, the Party sending its representatives to the other Party's premises agrees to be responsible for and to indemnify and hold harmless the hosting Party, its officers, directors, employees or insurers from and against all claims, losses, liabilities, suits, judgments, expenses and costs (including reasonable legal expenses) or the life in any way connected with the death of or the injury to any of its representatives, or loss of or damage to any property of the said representative, except where the loss or damage suffered is caused by the gross negligence or willful misconduct of the hosting Party.

5.15 LIMITATIONS AND INDEMNITIES

5.15.1 Nothing in this Contract shall limit or exclude the liability of either Party for death or personal injury resulting from negligence, fraud, fraudulent misrepresentation or any other liability which cannot be excluded under this Contract by applicable law.

5.15.2 Where in this Contract the indemnifying Party is required to indemnify the indemnified Party in respect of third party claims or actions (a "Claim"), the indemnified Party shall comply with the following provisions:

- (a) the indemnified Party notifies the indemnifying Party of any Claim covered by the relevant indemnity within 14 Days of becoming aware of the Claim;
- (b) the indemnified Party gives the indemnifying Party sole conduct of the defence and settlement of any Claim;
- (c) the indemnified Party does not at any time prejudice the defence of the Claim or take any step or make any admission in respect of any proceedings relating to such Claim except as expressly authorised by the indemnifying Party; and
- (d) the indemnified Party provides the indemnifying Party (at the cost of the indemnifying Party) with such assistance, documents, authority and information as the indemnifying Party may reasonably require in relation to the Claim and the defence or settlement of the Claim.

5.15.3 The indemnifying Party shall consult with the indemnified Party on the defence and settlement of any Claim and so far as is reasonable, take into

account any reasonable requirements of the indemnified Party in the conduct of the defence or settlement of the Claim.

5.15.4 The indemnified Party shall take reasonable steps to mitigate all loss, damage, costs and expenses incurred by the indemnified Party as a result of any Claim.

5.15.5 The indemnified Party shall not be entitled to indemnification to the extent the Claim arises as a consequence of any breach of this Contract by the indemnified Party and/or from any negligence or misconduct by the indemnified Party and/or its Affiliates.

5.15.6 Except as otherwise provided above or set out in this Contract, the indemnifying Party shall fully compensate the indemnified Party for all losses and expenses arising out of or in connection with a Claim including, without limitation, any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and related costs and expenses.

5.15.7 If the indemnified Party does not comply with any or all of the provisions set out in Clauses 5.15.4 to 5.15.6, the amount payable by the indemnifying Party shall be reduced by an amount equal to the additional liability, costs and expenses incurred by the indemnifying Party as a consequence of the failure of the indemnified Party to comply with such provisions.

5.16 INSURANCE

GENERAL

5.16.1 Without prejudice to its liabilities and obligations under Clauses 5.13 (Contractual Liability) and 5.14 (Non-contractual Liability) above or at law, STAR shall subscribe and maintain, at its own cost and with issuance of recognized reputation and security approved by PARADIGM, the insurance policies needed for the coverage of its liabilities set forth above shall be as set out below.

5.16.2 Before the Effective Date and/or the delivery of the first ISM-25 to the Customer, STAR shall provide PARADIGM with evidence of the subscription of those insurance policies in accordance with Clause 5.16.3 "General Third Party Liability Insurance" and Clause 5.16.4 "Aviation Product Liability Insurance". Any significant change or cancellation in the insurance policies subscribed by STAR shall be promptly notified to PARADIGM.

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5.16.5 In the event that a Customer requests a higher level of Aviation Product Liability Insurance than the level set out at Clause 5.16.4, this request shall be reflected in a higher ISMS Unit Price which ISMS Unit Price shall be agreed by the BMC.

5.17 INTELLECTUAL PROPERTY RIGHTS

STAR IP

5.17.1 STAR, Hold Co and Kapadia jointly and severally represent and warrant that, so far as they are aware, between them, they own all of the rights and interests in and have title to, or hold a valid license to, all IP Rights, (including in the ISMS and all ISMS related technology and software, required to lawfully perform its obligations under the Contract (ISMS IPR).

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5.17.3 STAR, Hold Co and Kapadia shall jointly and severally indemnify PARADIGM, against each loss, liability and cost (including reasonable legal expenses) suffered by PARADIGM as a result of a breach of Clause 5.17.1 above. Notwithstanding anything to the contrary contained in this Contract, no limitation of STAR's and/or Hold Co's and/or Kapadia's liability shall apply to any damages, losses or costs suffered by PARADIGM as a result of a breach of Clause 5.17.1 above.

5.17.4 STAR, Hold Co and Kapadia shall immediately inform PARADIGM in case of any claim, suit or action being brought by a third party against STAR and/or Kapadia and/or Hold Co with respect to the IP Rights described in Clause 5.17.1 above. Similarly, PARADIGM shall notify STAR and/or Kapadia and/or Hold Co of any claim, suit or action that it is aware of being brought by a third party against PARADIGM relating to the IP Rights described in Clause 5.17.1 above.

5.17.5 In the event of a finding of infringement under this Clause 5.17:

- (a) STAR and/or Kapadia and/or Hold Co may conduct all claims and defend any suit or proceeding brought against PARADIGM by any third party in relation to the IP Rights described in Clause 5.17.1 above. In such a case, PARADIGM shall provide reasonable information and assistance requested by STAR and/or Kapadia and/or Hold Co, and STAR and/or Kapadia and/or Hold Co shall keep PARADIGM informed at all times of the evolution of the matter and shall obtain approval from PARADIGM prior to making any significant decision in the course of the proceedings, including any settlement with the claimant. Reasonable costs incurred by STAR in giving such assistance shall be borne by PARADIGM; or

claimant. Reasonable costs incurred by PARADIGM in giving such assistance shall be borne by STAR and/or Kapadia and/or Hold Co; or

- (b) STAR and/or Kapadia and/or Hold Co may request that PARADIGM conduct the claim and/or defend the suit, in which case STAR and/or Kapadia and/or Hold Co shall, at its expense, provide PARADIGM with any information and assistance requested by PARADIGM.

5.17.6 If the ISMS is held to infringe the IP Rights of a third party, STAR shall, at its own cost, either: (i) obtain the right for PARADIGM and/or the Customer to continue using and operating the Airborne Data Service for which the ISMS has been delivered, or (ii) replace or modify the infringing technology so that the ISMS ceases to infringe third party rights.

PARADIGM IP

5.17.7 PARADIGM represents and warrants that, so far as it is aware, it owns all of the rights and interests in and has title to, or holds a valid license to, all the IP developed by PARADIGM for the purpose of providing the Airborne Data Service (the "PARADIGM IP") and all ADS related technology and software, required to lawfully perform its obligations under the Contract.

5.17.8 PARADIGM shall indemnify STAR, against each loss, liability and cost (including reasonable legal expenses) suffered by STAR as a result of a breach of Clause 5.17.7 above. Notwithstanding anything to the contrary contained in this Contract, no limitation of PARADIGM's liability shall apply to any damages, losses or costs suffered by STAR as a result of a breach of Clause 5.17.7 above.

5.17.9 PARADIGM shall immediately inform STAR in case of any claim, suit or action being brought by a third party against PARADIGM with respect to the PARADIGM IP. Similarly, STAR shall notify PARADIGM of any claim, suit or action that it is aware of being brought by a third party against STAR relating to the PARADIGM IP.

5.17.10 In the event of a finding of infringement under this Clause 5.17:

- (a) PARADIGM may conduct all claims and defend any suit or proceeding brought against STAR by any third party in relation to the PARADIGM IP. In such a case, STAR shall provide reasonable information and assistance requested by PARADIGM and PARADIGM shall keep STAR informed at all times of the evolution of the matter and shall obtain approval from STAR prior to making any significant decision in the course of the proceedings, including any settlement with the claimant. Reasonable costs incurred by STAR in giving such assistance shall be borne by PARADIGM; or

(b) PARADIGM may request that STAR conduct the claim and/or to defend the suit, in which case PARADIGM shall, at its expense, provide STAR with any information and assistance requested by STAR.

5.17.11 If the PARADIGM IP is held to infringe the IP Rights of a third party, PARADIGM shall, at its own cost, replace or modify the infringing technology so that the PARADIGM IP ceases to infringe third party rights.

5.18 DELIVERY, ESCROW and LICENCE

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(b) so far as STAR is aware, the licences described under Clause 5.18.4(a), and all other licences granted by STAR to PARADIGM under this Contract, comprise all of the IP Rights related to the EMS that are required by PARADIGM to perform its obligations under the Contract and following expiry or termination of this Contract under Clause 5.8.1(f) to (j) (inclusive).

5.18.5 STAR shall process, and it shall be a condition precedent to the commencement of this Contract, that all agreements to which STAR is a party and which relate to the use by STAR of the VS Kapadia patent No 2,115,822 B2 (for a System and Method for Transportation Vehicle Monitoring, Feedback and Control) and related rights (the "VS Agreements"), contain a right by STAR to license the rights granted under the relevant VS Agreement, to PARADIGM on the same or similar terms set out in the Astrion-STAR Technology Partnership Agreement but only in so far as necessary for PARADIGM to maintain the Airbase Data Service on the terms provided for in this Contract.

5.18.6 STAR, Hold Co and Kapadia shall grant, and shall use their best endeavours to process the grant of, all licences of IP Rights that shall be required by PARADIGM to enable PARADIGM to lawfully:

- (a) use the STAR Escrow Contract following their release from escrow; and
- (b) use any and all other IP Rights that PARADIGM requires to perform its obligations under this Contract and to ensure continuity of the ISMS and Airbase Data Service following termination as provided for in this Contract.

5.18.7 In the case of Kapadia and/or Hold Co, the licence granted under Clause 5.18.6 shall be subject to Clause 5.8.6.

5.19 CONFIDENTIALITY AND PUBLICITY

CONFIDENTIALITY

5.19.1 Except for the provisions of Annex C (ISMS TLS) - Training and Provision of Instruction Manual and Other Information - Support Services, which may be disclosed to Customers, the contents of this Contract shall be considered Confidential Information.

PUBLICITY AND PUBLIC ANNOUNCEMENTS

5.19.2 Neither Party shall make any news releases or public announcements referring to this Contract or its subject matter, nor reproduce or initiate for any purpose whatsoever (other than in a purely factual release) to the other Party's trade marks including the other Party's company names and associated logos unless prior written consent is given by the other Party.

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5.20 ASSIGNMENT AND TRANSFER

ASSIGNMENT AND TRANSFER BY PARADIGM AND STAR

5.20.1 Subject to Clause 5.20.2 and 5.20.3, in the case of any merger, consolidation, re-organisation, voluntary sale or transfer of either Party's assets, either Party (the "Transferring Party") may assign at any time the benefits, rights and remedies under the Contract to a third party.

5.20.2 Subject to Clause 5.20.3:

(a) neither Party may assign at any time the benefits, rights and remedies under the Contract to a Competitor of the other Party ("Competitor Transfer");

(b) upon a breach of Clause 5.20.1(a), the Party not making the transfer ("Non-Transferring Party") shall be entitled to terminate the Contract and any Order in connection therewith within twenty eight (28) Days from the date of the Non-Transferring Party's knowledge of the breach, in which case the provisions of Clause 5.7 (Termination for STAR Default) or Clause 5.9 (Termination for PARADIGM Default) shall apply as appropriate.

5.20.3 The restriction in Clause 5.20.2(a) shall not apply in the event of an assignment or transfer made to another group company of the Transferring Party (the "New Group Owner"). However, in the event that the New Group Owner is a Competitor of the Non-Transferring Party, then the Transferring Party shall not divulge, disclose or otherwise communicate any information about the IP Rights owned by the Non-Transferring Party, to the New Group Owner.

5.20.4 Nothing under Clauses 5.20.1 to 5.20.3 shall prevent STAR from placing sub-contracts for the supply of IEMs and components for incorporation in the IEMs or from performing the Product Support obligations through agents where such practices are customary in the trade and provided always that STAR remains fully liable to PARADIGM for STAR's obligations under the Contract.

CHANGE IN CONTROL OF A PARTY

5.20.5 If a Change in Control of a Party is envisaged, the Acquired Party shall:

(a) promptly give the other Party (the "Non-Acquired Party") prior written notice of such event identifying the potential investment/acquiring party, the

contemplated modification in the share capital composition, or any other change ("Change Control Notice"); and

(b) provide any relevant information to the Non-Acquired Party during the Change in Control process.

5.20.6 Subject to Clause 5.20.6 shall not apply in the event of a Change in Control resulting from a group company restructuring of a Party (the "Restructured Party"). However, in the event that the Restructured Party would then be under the control of an entity of a group (the "Controlling Entity") which is a Competitor of the Non-Acquired Party, then the Restructured Party shall not divulge, disclose or otherwise communicate any information about the IP Rights owned by the Non-Acquired Party, to the Controlling Entity. If the Change in Control reasonably appears to the Non-Acquired Party: (i) to materially affect the ability of the Acquired Party to discharge its obligations under the Contract, or (ii) if such Change in Control is in favour of a party which is strategically unacceptable to the Non-Acquired Party, or (iii) to be in favour of a Competitor, the Non-Acquired Party shall be entitled to terminate the Contract and any Order in connection therewith within twenty eight (28) Days from the date of the Non-Acquired Party's knowledge of the Change in Control of the Acquired Party, in which case the provisions of Clause 5.7 (Termination for STAR Default) or Clause 5.9 (Termination for PARADIGM Default) shall apply as appropriate.

5.20.7 Clause 5.20.6 shall not apply in the event of a Change in Control resulting from a group company restructuring of a Party (the "Restructured Party"). However, in the event that the Restructured Party would then be under the control of an entity of a group (the "Controlling Entity") which is a Competitor of the Non-Acquired Party, then the Restructured Party shall not divulge, disclose or otherwise communicate any information about the IP Rights owned by the Non-Acquired Party, to the Controlling Entity.

APPLICABLE LAW AND SETTLEMENT OF DISPUTES

5.21 APPLICABLE LAW

5.21.1 This Contract and any non-contractual obligations or rights arising out of or in connection with this Contract shall be governed by and construed and shall take effect in accordance with the laws of England.

5.21.2 This Contract shall confer no rights to third parties pursuant to the Contracts (Rights of Third Parties) Act 1999 other than as expressly provided under the Contract.

SETTLEMENT OF DISPUTES

5.22 AMICABLE RESOLUTION

5.22.1 In the event of a dispute, controversy or claim arising out of or in connection with the Contract, including any question regarding its existence, validity or

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termination ("Dispute"), either Party may serve a written notification on other Party (the "Notice of Dispute"). Following service of a Notice of Dispute, the Parties shall make every effort to resolve the Dispute amicably within a period of thirty (30) Days from the date of that Notice of Dispute, and failing which either Party may refer the Dispute in writing for final settlement to each Party's Chief Executive Officer (or, if they are not available, their appointed deputies) who shall consider the Dispute within fifteen (15) further Days (the "Amicable Resolution").

5.22.2 In the event of a Dispute, either Party may initiate mediation by serving a written notification of mediation on the other Party (the "Notice of Mediation") if:

- (a) a Notice of Dispute has not yet been served; or
- (b) a Notice of Dispute has been served and the Dispute has not been resolved within a period of forty-five (45) Days from the date of that Notice of Dispute.

5.22.3 A copy of the Notice of Mediation should be sent to the Centre for Effective Dispute Resolution ("CEDR").

5.22.4 Following service of a Notice of Mediation, the Parties shall make every effort to resolve the Dispute by mediation within a period of thirty (30) Days from the date of that Notice of Mediation. Such mediation shall be in accordance with the CEDR Model Mediation Procedure, which is incorporated into the Contract by reference. Unless otherwise agreed between the Parties the mediator will be nominated by CEDR.

5.23 ARBITRATION

5.23.1 In the event of a Dispute, either Party may initiate arbitration by serving a written notification of arbitration ("Notice of Arbitration") if:

- (a) neither a Notice of Dispute nor a Notice of Mediation has yet been served; or
- (b) a Notice of Dispute has been served and the Dispute has not been resolved within a period of forty-five (45) Days from the date of that Notice of Dispute; or
- (c) a Notice of Mediation has been served and the Dispute has not been resolved within a period of thirty (30) Days from the date of that Notice of Mediation.

5.23.2 Following service of a Notice of Arbitration, the Dispute shall be exclusively and finally determined and settled by arbitration under the Rules of London Court of International Arbitration ("LCIA") (the "Rules") which are incorporated into the Contract by reference. The number of arbitrators shall be one unless not agreed by the Parties, in which case the number of arbitrators shall be three. The place of arbitration shall be London. The language to be used in the arbitral proceedings shall be English. The Parties agree that any restriction in the Rules upon the nomination or appointment of an arbitrator by

reason of nationality shall not apply to any arbitration commenced pursuant to this Clause.

5.23.3 Notwithstanding the provisions of Clause 5.23.2, the Parties agree that each Party shall be entitled, in any court having competent jurisdiction, to seek injunctive relief, specific performance and any other forms of equitable or other interim remedies to enforce the provisions of this Contract where damages would not be an adequate remedy for that Party, and where such injunctive relief, specific performance or others, would be appropriate to protect said Party against any threatened or actual breach of this Contract by the other Party.

5.24 SUSPENSION OF RIGHTS

5.24.1 If a Dispute between the Parties is in the process of Amicable Resolution or mediation or is awaiting an award by the arbitral tribunal, STAR agrees that its right of termination for non-payment under the Contract shall be suspended and the performance of all Orders in progress shall continue normally.

5.25 MISCELLANEOUS

5.25.1 AMENDMENTS

This Contract shall not be amended except in an amendment in writing signed by the duly authorised representatives of the Parties.

5.25.2 INDEPENDENT CONTRACTORS

Neither Party shall have the right to contract nor enter into commitments on behalf of, or in the name of, the other Party and shall not by course of conduct or otherwise hold itself out to third parties as having such authority. The relationship of the Parties under the Contract shall be that of independent contractors.

5.25.3 NOTICES

(a) Unless otherwise agreed by the Parties, any communication between PARADIGM and STAR in respect of the Contract and its administration shall be in writing and shall be sent by mail, registered mail, facsimile, or courier.

(b) Notices shall be sent as appropriate to the names and addresses stated hereunder:

i) If to STAR to:

Address: 300 - 2970 Lakeshore Blvd. West, Toronto, Ontario M8V 1T7
Fax: 416 252 3963
Email: Dale.Sparks@star-navigation.com
For the Attention of: Dale Sparks

ii) If to PARADIGM to:

Address: Astrum SIA, Gunzels Wood Road, Stevenage, SG1 2AS
Fax: 44 (0) 1438 282500
Email: Guy.Maddison@paradigm-services.com
For the Attention of Guy Maddison (copy to: Didier Cain)

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- (c) The date of delivery of any such notice or communication shall be the date of dispatch, if delivered by hand, courier, fax, or three (3) Days after mailing, if delivered by mail.
- (d) Either Party may designate, in writing, other persons or other addresses to whom such notices, reports, and other communications are to be transmitted.
- (e) Either Party may by ten (10) day written notice to the other Party change its postal or business address (or addresses) for receipt of such notices.

5.25.4 NON WAIVER

Failure or delay at any time by a Party to enforce any provision of the Contract or any part thereof shall not constitute a waiver of such provision nor affect the validity of the Contract or any part thereof, nor shall it prejudice the rights of the other Party to enforce such provision at a subsequent time.

5.25.5 SEVERABILITY

- (a) If any provision of the Contract is found by an court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part provision shall, to the extent required, be severed from the Contract and rendered ineffective without modifying the remaining provisions.
- (b) The invalidity in whole or in part of any provisions of the Contract shall not void or affect the validity of any other provision herein.

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5.25.6 LANGUAGE

- (a) The Contract has been drawn up in English and only this language version shall be authentic. Any translation of the Contract into a language other than English shall be for information purposes only.
- (b) All notices, correspondence, communication and documentation to be issued, exchanged or delivered to either Party in connection with the performance of the Contract shall be in English.

5.25.7 COMPLETE CONTRACT

- (a) This Contract supersedes all previous understandings between the Parties, whether oral or written, with respect to the purpose of this Contract, save for the Technology Partnership Agreement which shall remain in full force and effective.
- (b) Notwithstanding the above, nothing in this Clause shall limit or exclude any liability for fraud or fraudulent misrepresentation.

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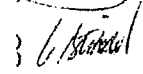
SIGNATURE

IN WITNESS WHEREOF, the duly appointed representatives of the parties have agreed to execute the Contract in two (2) original copies, each party retaining one (1) of these copies for their records.

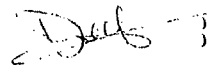
For PARADIGM SERVICES LIMITED
Name: Keith Norton
Title: MD



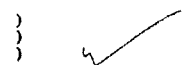
Name: Colin Stickland
Title: Astrion Services Innovations Director



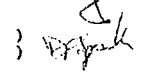
Name: Didier Cahn
Title: Legal Director



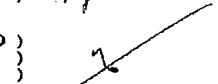
For STAR NAVIGATION SYSTEMS GROUP LTD
Name: Charles Wyburn
Title: Director



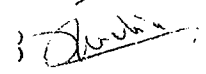
Name: Dale Sparks
Title: CTO and Director



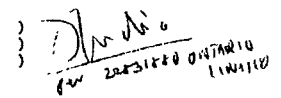
For STAR NAVIGATION SYSTEMS (UK) LIMITED
Name: Charles Wyburn
Title: Director



VIRAF KAPADIA



COMPANY 22831880 ONTARIO LIMITED
Name: Viraf Kapadia
Title: Director


for 22831880 ONTARIO LIMITED