

## SERVICE AGREEMENT

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This SERVICE Agreement (the "**Agreement**") is entered into on October 1, 2016 ("**Effective Date**") between Rockwell Collins Flight Services, Inc., having its principal place of business at 2925 Briarpark Drive, Houston, TX 77042, USA ("**RCFSI**") and Barcelona Supercomputing Center Centro Nacional de Supercomputación, having its principal place of business at Nexus II Building, c/ Jordi Girona, 29, 08034 Barcelona, Spain ("**BSC**") **BSC**. COMPANY and BSC may be referred to as a "**party**" or the "**parties**".

### RECITALS

COMPANY. Rockwell Collins Flight Services, Inc., and more specifically *Rockwell Collins ARINCDirect* portfolio, is the most complete provider of business aviation solutions in the market today. As an industry leader ARINCDirect offers best in class flight planning, flight deck communications, cabin communications, international trip services and Flight Operations Systems (FOS). Subsidiary, *Wilkins Weather Technologies (WWT)*, provides energy and offshore operating companies with the most accurate and useful forecast information available. By applying state-of-the-art technology and highly trained meteorologists, WWT's goal is to advise clients of the elements, whether it is a tropical storm, an approaching squall line, high seas or turbulent winds.

BSC is a research centre, active in advanced research in the field of high-performance computing; and computing application in Earth Science field.

The BSC Earth Sciences Department publishes free dust forecast predictions for scientific use. The same service is provided under contractual conditions to private companies.

COMPANY is interested in of the NMMB/BSC-Dust forecast model in support:

The parties hereby agree as follows:

### DEFINITIONS.

"**Background IP**" means Intellectual Property belonging to or controlled by either party, in existence before the Effective Date and Intellectual Property developed independently by a party and developed independently of this Agreement.

"**SERVICE**" means the service defined in the attached Exhibit 1.

"**Confidential Information**" means any information that belongs to or is controlled by a party and identified as being proprietary or confidential.

"**Intellectual Property**" or "**IP**" means all intellectual property rights on a worldwide basis arising under statutory or common law, including, without limitation, rights acquired or obtained under a contract with a third party, and whether or not perfected, comprising any

of the following: (a) copyrights, copyright applications, copyright registrations (“**Copyrights**”); (b) mask work rights and mask work registrations; (c) rights relating to the protection of know-how, show-how, trade secrets and confidential information; (d) designs, inventions, discoveries and rights arising from or related to all classes or types of patents, utility models and design patents (including, without limitation, originals, divisions, continuations, continuations-in-part, extensions or reissues) issued or issuable thereon, and applications for these classes or types of patent rights in all countries of the world (“**Patents Rights**”); (e) any right analogous to those listed in this section in foreign jurisdictions; and (f) any renewals or extensions of the foregoing (as and to the extent applicable) now existing, hereafter filed, issued or acquired. For purposes of this Agreement, Intellectual Property or IP excludes trademarks, trade names, service marks, trade dress or other forms of corporate or product identification whether or not recognized.

“**Invention**” means any information and technical or scientific knowledge such as know-how, technical and commercial secrets, data, thesis, software, plans, schemes, drawings, protocols, formula, conception work, algorithmic systems, data bases, propositions, concepts, ideas or other information in any form, patentable or not, patented or not, obtained by the parties in the course of execution of the Agreement.

1. **SERVICE**

1.1 The BSC shall provide the following services (“Services”) to the Buyer in accordance with the terms and conditions of this Agreement:

Dust forecast, that are published in the Barcelona Dust Forecast Center (<http://dust.aemet.es/>), made with the NMMB/BSC-Dust model developed by the BSC Earth Sciences department, related to North of Africa, Middle East and Europe (NAMEE, 25°W to 65°E, 0 to 40°N) area.

The requested forecast variable’ list is the following:

- Surface wind speed and direction
- Mean sea level pressure (MSLP)
- Total cloud cover
- Temperature
- Humidity
- Total accumulated precipitation
- Dust Concentration
- Dust extinction

The model outputs will be provided in the following formats:

- GRIB2: 2D and 3D fields

- CSV file after each run for locations of interest, changeable upon request (24-48hr notice). Changes in the list of points for the extraction includes a total of 50 updates in the in the first year limiting the number to two updates per week.

1.2 Forecast data and images provided by BSC will be incorporated into Company's products that will be offered to the aviation and oil and gas industries only. Prior written authorization will be required from BSC before distribution of the forecast data or images provided can be offered to its customers in any other industry or segments.

## 2. INTELLECTUAL PROPERTY.

### 2.1 Background Intellectual Property

Each Party will keep exclusive ownership of its Background IP.

### 2.2 Copyright.

Neither party will reverse engineer, disassemble, decompile or otherwise attempt to discover the source of any binary code provided by the other party under this Agreement.

### 2.3 No Other Licenses.

Other than as expressly set forth in this Agreement, no license or other right is granted, by either party to the other, by implication, estoppel or otherwise, under any Intellectual Property rights now or hereafter owned or controlled by a party. Nothing contained in this Agreement, will be construed as:

a warranty or representation by either party as to the validity, enforceability or scope of any Intellectual Property;

## 3. BRANDING.

Each party will remain solely responsible for the development, administration and management of branding and licensing programs for their own marks and brands. No party will use the other party's name, logos, or trademarks to market its products without the other party's express written permission.

## 4. CONFIDENTIALITY AND PUBLICATIONS



4.1 **Disclosures.** All information and materials disclosed to the other party which are identified as the disclosing-party's confidential and proprietary information will be treated by the receiving party as the confidential information of the disclosing party.

4.2 **Publication.** Prior notice of any planned publication shall be given to the other Party at least 30 calendar days before the publication. Inclusion of near-real-time BSC data in Rockwell Collins weather forecasts shall not constitute a planned publication. Any objection to the planned publication shall be made in writing to the Party proposing the dissemination within 2 calendar days after receipt of the notice. If no objection is made within the time limit stated above, the publication is permitted.

An objection is justified if

- (a) the protection of the objecting Party's Results or Background would be adversely affected
- (b) the objecting Party's legitimate interests in relation to the Results or Background would be significantly harmed.

The objection has to include a precise request for necessary modifications.

If an objection has been raised the involved Parties shall discuss how to overcome the justified grounds for the objection on a timely basis (for example by amendment to the planned publication and/or by protecting information before publication) and the objecting Party shall not unreasonably continue the opposition if appropriate measures are taken following the discussion.

The objecting Party can request a publication delay of not more than 10 calendar days from the time it raises such an objection. After 10 calendar days the publication is permitted, provided that Confidential Information of the objecting Party has been removed from the Publication as indicated by the objecting Party.

5. **LIMITATION OF LIABILITY.** NEITHER PARTY WILL BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE OR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS AND LOSS OF USE) IN ANY EVENT UNDER THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF THESE DAMAGES. EACH PARTY'S AGGREGATE LIABILITY ARISING OUT OF THIS AGREEMENT OR OTHERWISE IN CONNECTION WITH ANY SERVICES PROVIDED, SHALL IN NO EVENT EXCEED THE FEES PAID BY COMPANY, PRIOR TO THE FIRST EVENT OR OCCURRENCE GIVING RISE TO SUCH LIABILITY. PROVIDED, HOWEVER, THAT THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY WITH RESPECT TO A BREACH BY EITHER PARTY OF ITS CONFIDENTIALITY OBLIGATIONS THE PARTIES ACKNOWLEDGE THAT THESE LIMITATIONS ON POTENTIAL LIABILITIES ARE AN ESSENTIAL ELEMENT IN THIS AGREEMENT.

6. **WARRANTY DISCLAIMER.** ALL DELIVERABLES, MATERIALS, FORECAST, PREDICTIONS AND COMPUTER SIMULATIONS PROVIDED BY BSC TO THE COMPANY ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, SPECIFICALLY IMPLIED

WARRANTIES OF SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE ARE.

7. **LIMITED EXCLUSIVITY.**

Notwithstanding the non-exclusive nature of the service, BSC, during the initial term of year one (1) of this agreement, without obtaining the prior written consent of the Company, shall not provide exactly the same service to, private aeronautic, or oil and gas production or service companies that are directly competitive with the business activities of the Company.

That exclusivity is specifically limited to the near-real-time numerical mineral dust forecast products provided in the framework of the present agreement, that are published in the Barcelona Dust Forecast Center (<http://dust.aemet.es/>), made with the NMMB/BSC-Dust model developed by the BSC Earth Sciences department, related to North of Africa, Middle East and Europe (25°W to 65°E, 0 to 40°N) area.

8. **PAYMENTS, AND TAXES.**

8.1 **Invoices and Payments.** BSC shall invoice COMPANY **32.583 € per year** , COMPANY will remit its payment to BSC within sixty (60) days of an invoice from BSC.

8.2 **Wire Transfer.** COMPANY will make payments by wire transfer to the following BSC account:

Bank Name: BBVA, BIC code: BBVAESMM

Bank Address: PASSEIG DE GRACIA, 84, 08008 Barcelona, SPAIN

Routing No./IBAN: ES4901820171800201540997

Account No.: 0201540997

Sort Code: BBVAESMM

Account Holder: BARCELONA SUPERCOMPUTING CENTER - CENTRO NACIONAL DE SUPERCOMPUTACION

BSC contact for wire transfer instructions:

Name: Cristina Calonge

Title: BSC Accountant

Telephone No.: (+34) 934134083

Email Address: cristina.calonge@bsc.es

9. **TERM AND TERMINATION.**

9.1 **Term.** This Agreement will be effective on the Effective Date and will continue for an initial period of three (3) years, and will automatically renew for successive one-year (1-

year) periods, unless a party sends to the other party a thirty (30) days written notice of its desire not to renew the Agreement.

**9.2 Termination for Convenience.** Either party may, upon thirty (30) days' written notice to the other, terminate this Agreement.

**9.3 Termination for Breach.** Either party may terminate this Agreement by providing written notice if the other: (a) breaches any material provision of this Agreement and fails to cure the same within thirty (30) days after receipt of written notice of breach from the other party; (b) files or has filed against it a petition in bankruptcy; (c) has a receiver or administrator appointed to handle its assets or affairs; (d) makes or attempts to make an assignment for benefit of creditors; or (e) makes or attempts to assign this Agreement in breach of Section 13.2.

## **10. GENERAL.**

**10.1 Governing Law and Jurisdiction.** Any claim arising under or relating to this Agreement will be governed by the laws of Spain, without regard to principles of conflict of laws. Each party agrees to exclusive jurisdiction and venue in the courts of Barcelona for all disputes and litigation arising under or relating to this Agreement.

**10.2 Assignment.** This Agreement may not be assigned or otherwise transferred by either party, nor, unless expressly provided herein, may any right or obligation be assigned or transferred to a third party, expressly, through merger or acquisition, by operation of law or otherwise, without the prior written consent of the other party, which will not be unreasonably withheld.

Neither party shall assign this Agreement, in whole or in part, to its subsidiaries or affiliates without the party prior written consent of the other party. COMPANY may utilize its subsidiaries and subcontractors in fulfilling its obligations under this Agreement as it would normally utilize such subsidiaries and subcontractors in the normal course of business. Otherwise, neither party may assign or factor any rights in nor delegate any obligations under this Agreement or any portion thereof without the written consent of the other.

**10.3 Relationship of Parties.** The parties are independent contractors. No party has any express or implied right or authority to assume or create any obligations on behalf of the other or to bind the other to any contract, agreement or undertaking with any third party. Nothing in this Agreement shall be construed to create a partnership, joint venture, employment or agency relationship between the parties, nor shall it be construed to reflect any intent to create third party beneficiary rights in another entity.

**10.4 Notices.** Unless specifically noted otherwise, all notices required or permitted to be given will be in writing, will make reference to this Agreement, and will be delivered by email, or by hand, or dispatched by prepaid air courier or by registered or certified airmail, postage prepaid, to the address specified on the cover page of this Agreement. Notices shall be sent to the address in the table below. These notices shall be considered served when received by addressee or, if delivery is not accomplished by reason of some fault or omission of the addressee, when tendered for delivery.

<b>If to COMPANY:</b>  Rockwell Collins Flight Services Inc. Attention: Ryan Fulton 2925 Briarpark Drive, Suite 700 Houston, TX 77042	<b>If To BSC:</b>  Barcelona Supercomputing Center Nexus II Building C/ Jordi Girona, 29 08034 Barcelona (Spain) Attention: Eugene Griffiths. Manager, Project Management Office
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**10.5 Waiver.** Failure by any party to enforce any term of this Agreement, will not be considered a waiver of future enforcement of that or any other term in this Agreement or any other agreement that may be in place between the parties.

**10.6 Force Majeure.** Neither party will be liable for any failure to perform due to reasonably unforeseen circumstances or causes beyond the parties reasonable control, including, but not limited to, acts of God, war, riot, embargoes, acts of civil or military authorities, fire, flood, accident, strikes, inability to secure transportation, facilities, fuel, energy, or materials. The non-performing party may defer performance until the duration of the contingency is over. If the contingency lasts more than sixty (60) days, the non-affected party may terminate in writing all or any portion of this Agreement without obligation or liability.

**10.7 Severability.** If a court invalidates any portion of this Agreement, the rest of it remains in effect and will be interpreted, to the extent possible, to achieve its purposes without the invalidated provision.

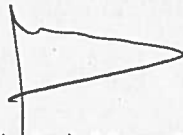
**10.8 Rights and Remedies.** The rights and remedies of the parties are in addition to any other rights and remedies provided by law or in equity.

**10.9 Merger and Modification.** This Agreement, all attached exhibits and additional exhibits that may be further added from time to time, constitute the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements and negotiations, and may only be modified in a written document signed by authorized representatives of both parties.

**10.11 Compliance with Laws.** Anything contained in this Agreement to the contrary notwithstanding, the obligations of the parties shall be subject to all laws, present and future, of any government having jurisdiction over the parties, and to orders, regulations, directions or requests of any government.

IN WITNESS WHEREOF, the Parties have entered into this Agreement on the Effective Date written above.

CENTRO NACIONAL DE COMPANYY  
SUPERCOMPUTACIÓN

By:   
Name (print): Mateo Valero  
Title: Director  
Date:

By: *Shawn M. Howard*  
Name (print): Shawn M. Howard  
Title: Principal Contract manager  
Date: 10/5/2016

*DA*



BSC Confidential

Handwritten signature or initials in the bottom right corner of the page.

