

A-ISAC Subscriber Agreement

A-ISAC SUBSCRIBER AGREEMENT

THIS A-ISAC SUBSCRIBER AGREEMENT (THE "AGREEMENT") IS BY AND BETWEEN AVIATION INFORMATION SHARING AND ANALYSIS CENTER, INC. (THE "COMPANY") AND THE ENTITY IDENTIFIED IN ADDENDUM 1 HERETO (THE "SUBSCRIBER").

GENERAL TERMS AND CONDITIONS

By signing and attaching the applicable Addendum 1 to this Agreement, Subscriber agrees to become a subscriber to, and to participate in, the Aviation Information Sharing and Analysis Center ("A-ISAC "). Subscribership in A-ISAC is contingent upon approval by the Company, and payment of applicable dues. By executing Addendum 1 to this Agreement, Subscriber agrees to the terms and conditions of this Agreement and the A-ISAC operating rules as adopted and amended from time to time (the "Rules"), which are incorporated into this Agreement by this reference and which are available at www.a-isac.com. The Company will provide written or electronic notice of any changes to the Rules at least thirty (30) days prior to such changes going into effect.

1. Background.

A-ISAC is a system of information exchange among entities in the aviation sector formed for the purposes of collaborating across the global aviation industry to enhance the ability of the aviation sector to prepare for and respond to vulnerabilities, incidents, cyber and physical threats; disseminating timely and actionable information between members; and serving as the primary communications channel for the aviation sector with respect to such information. A-ISAC is owned and operated by the Company.

Membership in the A-ISAC is intended for private sector firms which do business principally in the aviation sector of the economy. Members will be limited to aviation-related companies and their service providers which provide critically important services to secure networks and infrastructure. Aviation Members will include business entities in the aviation industry such as airlines, airports, aircraft manufacturers, equipment suppliers, service providers, technology providers, infrastructure providers and general aviation. Sector Aligned Members will include business entities aligned with aviation industry such as trade associations and other trusted aligned organizations, such as information sharing and analysis center organizations, as deemed appropriate by the Company's Board of Directors.

2. Subscribership.

(a) The A-ISAC subscriber application process seeks to confirm the identity of all applicant companies and company representatives requesting access to the A-ISAC. Such identification may include validation of documents and information, including utilization of vetting resources ranging from industry to government when necessary. A-ISAC Subscribers must meet the eligibility requirements specified in the Company's Bylaws, as amended from time to time, and must be approved for membership by the Company. Final approval of Subscriber membership will be made by the Company, in its sole discretion.

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(b) In order to facilitate the Company's review of the applicant's membership application, Subscriber shall confirm upon request: (1) the accuracy of Subscriber's principal address and physical location, and (2) that the applicant company is a member in good standing in the state or country in which it is organized and has been duly registered or licensed in accordance with applicable law and as required for the operations performed by the Company, except to the extent failure to maintain such registration or licensed would not have a material adverse effect on such operations.

(c) Subscriber hereby agrees to promptly, but in no event more than five business days after the having actual or constructive knowledge of the occurrence, notify the A-ISAC in writing to the designated A-ISAC point of contact if Subscriber becomes aware that its eligibility status has changed.

(d) Each Subscriber will receive login IDs and benefits based upon membership level. The membership level will establish the number and type of certification for each Subscriber, as the same shall be specified in the Addendum. Additional login IDs may be provided by the A-ISAC for a fee to be determined by the Company.

(e) Membership levels are based on the nature of the Subscriber's business, as described in Section 1 above and as specified in the Addendum.

(f) Benefits are based on the membership level and are itemized in the Addendum. The Company may provide additional benefits from time to time in its sole discretion.

3. Term and Termination.

(a) This Agreement is effective from the date of acceptance of this Agreement by the Company for an initial term of twelve (12) months, and shall automatically renew annually unless terminated by either party as permitted herein. This Agreement shall only be terminated by the Company and upon written notice to Subscriber (i) if Subscriber is no longer a Subscriber in good standing of the A-ISAC or materially violates the terms of this Agreement or the Rules and fails to cure such violation within thirty (30) days after receipt of written notice thereof; (ii) if Subscriber no longer satisfies all of the applicable membership eligibility criteria for the A-ISAC as set forth in the Company's Bylaws or the Rules, as applicable; or (iii) if the operation of A-ISAC is terminated as to all Subscribers. Neither the Company nor its directors, officers, employees, agents, contractors, subcontractors, information providers, or other A-ISAC Subscribers shall be liable to Subscriber for any costs, expenses or damages whatsoever for terminating this Agreement based on any of the causes provided for in subparagraphs (i) through (iii) above, and Subscriber shall not be entitled to any refunds for amounts paid to the Company under this Agreement for such terminations. Termination is the sole remedy for violation of the terms of this Agreement; however, the rights and remedies of the parties that arise from any other source are not affected. Neither party waives any other right that it has as a matter of law, equity or contract.

(b) Subscriber may terminate its participation in the A-ISAC at any time, by providing the Company with at least ten (10) business days prior written notice of the termination of this Agreement. The parties will cooperate to cease any activities hereunder as soon as reasonably practicable and, in any event, no later than 10 business days after

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the effective date of termination. In the event of such a termination for convenience, Subscriber will be entitled to a pro-rated refund of any pre-paid membership dues for any portion of the term not received.

(c) Termination of this Agreement shall not relieve the parties from respective obligations to continue to protect against the unauthorized use or disclosure of A-ISAC Furnished Information (as hereinafter defined), Attribution Information (as hereinafter defined), Subscriber Information (as hereinafter defined), Subscriber proprietary information, Company proprietary information, third-party proprietary information or any other information exchanged under the A-ISAC program as required by law, regulation, contract or this Agreement, as applicable. Upon termination of this Agreement, A-ISAC Furnished Information must be returned to the Company or destroyed, with appropriate evidence of such destruction to the extent requested, pursuant to direction of, and at the discretion of, the Company.

4. Use of Information

(a) The Company intends to create an environment for sharing information with Subscriber on a recurring basis. Information shared by the Company on or through A-ISAC (the "A-ISAC Furnished Information") is intended to provide the Subscriber with additional security threat awareness to supplement existing Subscriber information assurance practices and network defenses. The A-ISAC Furnished Information shall not include classified information. The Parties agree that all information submitted, processed, stored, archived, or disposed of on or through A-ISAC will be handled in accordance with the U.S. Department of Homeland ("DHS") Security classification guidelines (Traffic Light Protocol (TLP)).

(b) The Company hereby grants to Subscriber, its Affiliates, and those agents and contractors of Subscriber which are providing technology or security services that are directly related to the services and information provided on or through the A-ISAC and which are responsible for acting upon the A-ISAC Furnished Information to secure or maintain the Subscriber's technology infrastructure or facilities or mitigate a specific or potential threat, a non-exclusive, non-assignable, non-transferable, royalty-free, irrevocable, worldwide, license to use the A-ISAC Furnished Information distributed to Subscriber under this Agreement solely for Subscriber's and its Affiliates' use and not for further transfer or dissemination, except in a manner consistent with this Agreement and in accordance with the Rules. For the avoidance of doubt, Sector Aligned Members may distribute the A-ISAC Furnished Information received hereunder to the membership of the Sector Aligned Member's organization.

(c) The Subscriber may:

1. Use the A-ISAC Furnished Information to safeguard its systems, data, products, facilities, customers (including customers on code share flights operated by other airlines) and personnel; and
2. Except as authorized in this Agreement or otherwise authorized in writing by the Company, Subscriber may share the A-ISAC Furnished Information only within its company or organization (including Affiliates, agents and contractors) whether in the United States or outside the United States on a need to know basis and subject to compliance with applicable export and import laws and regulations. For the avoidance of doubt, any

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dissemination to non-U.S. persons or entities of the commercial information contained in the A-ISAC Furnished Information must be in accordance with the applicable export and import laws and regulations.

Subscriber shall only share the A-ISAC Furnished Information with its agents and/or contractors that have entered an agreement with Subscriber and are bound by substantially similar obligations of confidentiality and obligations and restrictions regarding use of information as those set forth herein, and Subscriber shall be responsible for any breach of such agreements by its agents and/or contractors.

Except as set forth in this Agreement, the Subscriber may not sell, lease, license, or otherwise incorporate the A-ISAC Furnished Information into its products or services.

(d) The Subscriber will make every reasonable attempt not to initiate communication with threat resources discovered as a result of such A-ISAC Furnished Information with the exception of ongoing legitimate business needs, in which case the Subscriber will notify the Company if the Subscriber deems appropriate.

(e) The parties understand and agree that the Company and each Subscriber to this Agreement, pursuant to subpoena, or legal order or as deemed reasonably appropriate by such party, has authority to provide any information from A-ISAC to law enforcement or government authority, including information provided by the Subscriber or the Company. In the event the Company or the Subscriber is subject to such subpoena or other legal order, it will use commercially reasonable efforts to provide advance notice of such disclosure to the other party to allow the other party (or any other Subscriber to this Agreement whose information would be disclosed) to seek an appropriate protective order or other relief to prohibit or limit such disclosure of information.

(f) Subject to the provisions set forth below, Subscriber hereby grants to the Company a non-exclusive, non-assignable, non-transferable, royalty-free, irrevocable, worldwide, license to use security-related information provided by Subscriber (or its Affiliates) to the Company for the sole and express purpose of distribution on or through A-ISAC ("Subscriber Information"). Nothing contained herein shall be deemed as granting, whether express or implied, any other license, right, title or interest in and to any other information provided or made available by Subscriber.

Such license shall include (i) the right for the operator of the A-ISAC web portal to use such information in accordance with its service level agreement with the Company, and Company shall ensure that any such agreement shall restrict the operator's use and disclosure of such information to that necessary to provide services to the Company; (ii) the right for the Company to share the Subscriber Information with the United States government pursuant to an agreement with the applicable department(s) or agency(ies) of the United States government, provided, however, that pursuant to such agreement the Company will only share anonymized Subscriber Information with the United States government unless the Subscriber authorizes sharing the Subscriber Information with the United States government in a manner which attributes it to the Subscriber, either expressly in accordance with Section 4(g) below or in accordance with the Rules, and (iii) the right for other Subscribers to use such information in accordance with the terms of this Agreement and such other sublicense rights as are granted to the Company, provided, however, that the operator of the A-ISAC web portal and the Company and/or other Subscribers shall be prohibited from using Subscriber's Information in a manner which attributes it to the

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Subscriber, unless permitted by the Subscriber, either expressly in accordance with Section 4(g) below or in accordance with the Rules.

(g) The term "Attribution Information" means Subscriber Information that identifies the Subscriber or its programs, whether directly or indirectly, by the grouping of information that can be traced back to the Subscriber (e.g., program description, facility locations, number of personnel, etc.). The Subscriber will mark Attribution Information that it shares with the A-ISAC. The Company shall protect against the unauthorized use or release of such Attribution Information received from a Subscriber or derived from such information provided by a Subscriber.

The Company will restrict its internal use and disclosure of Attribution Information to only A-ISAC personnel and support contractors with a need to know that are bound by appropriate confidentiality obligations and restrictions relating to the handling of this sensitive information and are engaged in lawfully authorized activities.

The Company shall not share Attribution Information outside of the A-ISAC except with the prior approval of the Subscriber.

(h) For purposes of this Agreement, "Affiliate" means, with respect to any Subscriber, any entity that directly or indirectly Controls, is Controlled by or is under common Control with Subscriber at any time during the term of this Agreement, or that is a contract or regional carrier of, Subscriber. For purposes of this Agreement, "Control" of an entity means (i) ownership, directly or indirectly, of fifty percent (50%) or more of the voting equity of such entity or, in the case of a non-corporate entity, equivalent interest by Subscriber, or (ii) (a) ownership, directly or indirectly by Subscriber, of thirty percent (30%) or more of the voting equity of such entity, or Subscriber having entered into a contribution of assets or equity ownership agreement with such entity, (b) Subscriber being able to appoint a position on the board of directors or equivalent governing body of such entity, and (c) ability by Subscriber to control any major management or governance decision of such entity.

5. Representations and Warranties.

(a) Subscriber represents, warrants and covenants that it is duly organized and existing and in good standing under the laws of the state of its incorporation, if a corporation, or formation or organization if otherwise. The Company represents warrants and covenants that it is a duly formed corporation and existing in good standing under the laws of the State of Delaware.

(b) All information provided by Subscriber is provided "as is." There is no warranty, express or implied, that any information provided by Subscriber will fulfill any of the Company's or its other subscribers' particular purposes or needs. All information provided by Subscriber is provided with all faults, and the entire risk as to satisfactory quality, performance, accuracy and effort is with the recipient.

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6. Indemnification.

(a) Subscriber shall indemnify, defend, and hold harmless the Company and the operator of the A-ISAC web portal and their respective directors, officers, subscribers, employees, subcontractors, suppliers and agents, from and against any third party claims, losses, damages or expenses (including reasonable attorney fees, expenses and disbursements) (collectively, "Claims") to the extent arising out of the actual or alleged infringement of any intellectual property right, including without limitation, patents, copyrights, trademarks, service marks, or misappropriation of trade secrets arising from the Company accessing, using or distributing the Subscriber Information, in accordance with the terms and conditions of this Agreement; provided that Subscriber shall have no indemnification responsibility for Claims arising out of (i) the modification of any Subscriber Information or the combination of Subscriber Information with any matter or material not furnished by Subscriber or (ii) the continued use or dissemination by the Company of the allegedly infringing portion of the Subscriber Information after becoming aware of such allegation, with respect to any damages or other liabilities accruing thereafter. In addition, if there is a Claim covered by this Section 6(a), Subscriber may, at its option and expense, either (A) procure for the Company the right to continue using the allegedly infringing portion of the Subscriber Information or (B) modify the allegedly infringing portion to make such portion non-infringing (or reduce the likelihood of infringement by such allegedly infringing portion). If neither of the foregoing is reasonably practicable, the parties shall mutually assess the situation to devise an alternative solution. If the parties cannot devise such alternative solution, Subscriber may terminate the Company's license under this Agreement with respect to the allegedly infringing portion of the Subscriber Information.

(b) The Company shall indemnify and hold harmless Subscriber and its directors, officers, employees, subcontractors, suppliers and agents, from and against any Claims to the extent arising out of the actual or alleged infringement of any intellectual property right, including without limitation, patents, copyrights, trademarks, service marks, or misappropriation of trade secrets arising from Subscriber accessing, using or distributing the A-ISAC Furnished Information, in accordance with the terms and conditions of this Agreement; provided that the Company shall have no indemnification responsibility for Claims arising out of (i) the modification of any A-ISAC Furnished Information or the combination of A-ISAC Furnished Information with any matter or material not furnished by the Company or (ii) the continued use or dissemination by the Subscriber of the allegedly infringing portion of the A-ISAC Furnished Information after becoming aware of such allegation, with respect to any damages or other liabilities accruing thereafter. In addition, if there is a Claim covered by this Section 6(b), the Company may, at its option and expense, either (A) procure for the Subscriber the right to continue using the allegedly infringing portion of the A-ISAC Furnished Information or (B) modify the allegedly infringing portion to make such portion non-infringing (or reduce the likelihood of infringement by such allegedly infringing portion). If neither of the foregoing is reasonably practicable, the parties shall mutually assess the situation to devise an alternative solution. If the parties cannot devise such alternative solution, the Company may terminate the Subscriber's license under this Agreement with respect to the allegedly infringing portion of the A-ISAC Furnished Information.

(c) In the event of any Claim relating to any matter for which one party has agreed to provide indemnification under this Agreement, the indemnified party shall promptly provide notice of such Claim to the indemnifying party and shall tender defense of such Claim to the indemnifying party. No failure to so notify the indemnifying party

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shall relieve the indemnifying party of its obligations hereunder except to the extent that it can demonstrate damages or prejudice attributable to such failure. The indemnifying party shall then have the sole right to control the conduct of the Claim and the indemnified party shall reasonably cooperate in the conduct of such Claim at the expense of the indemnifying party. In no event, however, may there be a settlement of any such Claim without the written consent of the indemnified party, which consent shall not be unreasonably conditioned, delayed or withheld.

7. Limitation of Liability.

EXCEPT FOR DAMAGES ARISING OUT OF THIRD-PARTY INDEMNITY CLAIMS BROUGHT PURSUANT TO SECTION 6 ABOVE, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY SUBSCRIBER FOR INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION LOST PROFITS) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING FROM ACTS UNDER THIS AGREEMENT EVEN IF SUCH PARTY OR SUBSCRIBER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE COMPANY'S MAXIMUM LIABILITY TO SUBSCRIBER UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNTS PAID BY SUBSCRIBER TO THE COMPANY UNDER THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, NO LIMITATION OF EITHER PARTY'S OR ANY SUBSCRIBER'S LIABILITY SHALL APPLY WITH RESPECT TO ANY CLAIMS BASED ON SUCH PARTY'S FRAUD, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE, INDEMNIFICATION OBLIGATIONS, OR BREACHES OF CONFIDENTIALITY.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, ALL INFORMATION, PRODUCTS, SERVICES, PROGRAMS OR BENEFITS PROVIDED BY THE COMPANY ARE PROVIDED WITHOUT WARRANTY, EXPRESS OR IMPLIED, AS TO ITS ACCURACY, COMPLETENESS, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE, AND AS TO THE AVAILABILITY, ACCURACY, OR CONTENT OF SUCH INFORMATION, PRODUCTS, SERVICES, PROGRAMS OR BENEFITS.

WITHOUT LIMITING THE FOREGOING AND NOTWITHSTANDING ANYTHING TO THE CONTRARY, EACH PARTY HEREBY UNDERSTANDS AND AGREES THAT ALL INFORMATION, PRODUCTS, SERVICES, PROGRAMS OR BENEFITS PROVIDED BY THE OTHER PARTY ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. NEITHER PARTY GUARANTEES THAT SUCH INFORMATION, PRODUCTS, SERVICES, PROGRAMS OR BENEFITS WILL DETECT ALL SECURITY VULNERABILITIES AND NEITHER PARTY GUARANTEES THE SUFFICIENCY OR OUTCOME OF ANY SUCH INFORMATION, PRODUCTS, SERVICES, PROGRAMS OR BENEFITS. IN ADDITION, EACH PARTY TAKES SOLE RESPONSIBILITY FOR ANY IMPACT TO BUSINESS OPERATIONS THAT MAY RESULT FROM IMPLEMENTING RECOMMENDATIONS PROVIDED BY THE OTHER PARTY.

EXCEPT AS SET FORTH HEREIN, THE PARTIES HEREBY AGREE THAT NEITHER PARTY SHALL BE RESPONSIBLE FOR, NOR HAVE ANY LIABILITY TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY DAMAGES, DISCLOSURES, DELAYS OR INTERRUPTIONS, WHETHER CAUSED BY THE NEGLIGENCE OF SUCH PARTY, ITS DIRECTORS, OFFICERS, EMPLOYEES, SUBCONTRACTORS, SUPPLIERS OR AGENTS, ARISING OUT OF OR OTHERWISE IN CONNECTION WITH THE INFORMATION, PRODUCTS, SERVICES, PROGRAMS OR BENEFITS PROVIDED HEREUNDER.

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THE PARTIES DO NOT INTEND TO CREATE ANY THIRD PARTY BENEFICIARIES OR OTHER INCIDENTAL BENEFICIARIES AND NOTHING HEREIN, EXPRESS OR IMPLIED, IS INTENDED TO OR SHALL CONFER UPON ANY OTHER PERSON ANY LEGAL OR EQUITABLE RIGHT, BENEFIT OR REMEDY OF ANY NATURE WHATSOEVER.

8. Confidentiality.

Subscriber agrees that Subscriber will hold in strict confidence, and will not use or disclose to any third party, other than on a confidential basis to Subscriber's and its Affiliate's directors, officers, employees, consultants, agents and representatives with a need to know such information to effectuate the parties' mutual intent hereunder, any confidential or proprietary data or information obtained from A-ISAC or the Company, or to which Subscriber has access, including with respect to the Company's business or financial condition or otherwise, except as provided in Section 4 (collectively, the "A-ISAC Confidential Information"). Information generally known in the industry or otherwise publicly available at the time of disclosure, information that a party can demonstrate was lawfully in its possession prior to the date of disclosure by the Company or on or through A-ISAC, information which has been disclosed by third parties which have a right to do so, or information developed independently by Subscriber without reference to the A-ISAC Confidential Information, shall not be deemed A-ISAC Confidential Information for purposes of this Section 8. The Subscriber's obligations pursuant to this Section 8 shall survive the termination of this Agreement for any reason for a period of ten (10) years, and, with respect to trade secrets, for so long as such information is deemed to be a trade secret under applicable law.

The Company will hold in strict confidence, and will not use or disclose to any third party, other than on a confidential basis to the Company's employees, consultants, agents and representatives with a need to know such information to effectuate the parties' mutual intent hereunder, any confidential or proprietary data or information that is clearly marked as such and obtained from Subscriber, or to which the Company has access, including with respect to Subscriber's business or financial condition or otherwise, except as provided in Section 4 (collectively, the "Subscriber Confidential Information"). Information generally known in the industry or otherwise publicly available at the time of disclosure, information that a party can demonstrate was lawfully in its possession prior to the date of disclosure by Subscriber, or information which has been disclosed by third parties which have a right to do so, or information developed independently by the Company without reference to the Subscriber Confidential Information, shall not be deemed Subscriber Confidential Information for purposes of this Section 8. The Company's obligations pursuant to this Section 8 shall survive the termination of this Agreement for any reason for a period of ten (10) years, and, with respect to trade secrets, for so long as such information is deemed to be a trade secret under applicable law.

The Company represents and warrants that all Subscribers and the operator of the A-ISAC web portal are bound by substantially similar obligations of confidentiality and obligations and restrictions regarding use of information as those set forth herein.

9. Press Releases and Marketing.

The Company may only issue a press release or publish other marketing materials that identify Subscriber upon receiving Subscriber's prior written consent, such consent to be granted in Subscriber's sole discretion. Subscriber

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may only issue press releases related to the A-ISAC upon receiving the Company's written consent, such consent to be granted in the Company's sole discretion.

10. Force Majeure.

Neither party shall be held financially or otherwise responsible for any delay or failure in performance under this Agreement, which is caused by the unavailability of third-party communications facilities, fires, strikes, embargoes, government requirements, civil or military authorities, acts of God, acts by terrorists or terrorist organizations or by the public enemy or other similar causes beyond the reasonable control and without the fault or negligence of such party.

11. Assignment.

Neither party may assign this Agreement, or its rights or obligations hereunder, without the prior written consent of the other party except that Subscriber may assign this Agreement to an Affiliate upon written notice to the Company. Subject to the foregoing, this Agreement shall be binding upon, and inure to the benefit of, the parties and their respective successors and permitted assigns.

12. Rights and Remedies.

The remedies afforded to the parties in this Agreement are not intended to be exclusive, and each remedy shall be cumulative and shall be in addition to all other remedies available to the parties at law or in equity. This Agreement shall not be construed to confer any rights or remedies upon any person or entity, except the Company and Subscriber. No delay or omission by any party in exercising any rights or remedies under this Agreement or applicable law shall impair such right or remedy or be construed as a waiver of any such right or remedy.

13. Notice.

Any notice required or permitted to be given under this Agreement shall be given in writing and shall be hand delivered,, sent by e-mail (with receipt confirmed in writing by recipient), sent by certified or registered mail or sent by overnight courier service to the (a) Subscriber as set forth on the Addendum, or at such address or e-mail address as it may have specified in writing to the Company, and (b) to the Company at the below address or at such location as the Company shall have specified in writing to Subscriber as its principal office.

Aviation Information Sharing and Analysis Center, Inc.
ATTN: Executive Director
131 National Business Parkway, Suite 200
Annapolis Junction, MD 20701

14. Governing Law; Dispute Resolution; Interpretation.

This Agreement will be interpreted and construed in accordance with the laws of the State of New York, without regard to its principles of conflict of law or choice of laws.

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In the event of any dispute, controversy, or claim arising out of, in connection with, or relating to this Agreement (Dispute(s)), Subscriber and the Company will use reasonable efforts to resolve such Dispute through amicable negotiations. If either party gives written notice to the other party that a Dispute has arisen, and the parties are unable within sixty (60) days of such written notice to resolve such Dispute, it will be escalated to management of the respective parties. If the parties fail to resolve such a dispute within thirty (30) days after referral to management, the Dispute will be resolved by arbitration under the Rules of Arbitration of the International Chamber of Commerce (ICC) by three (3) arbitrators in accordance with the said rules. Each party will nominate one (1) arbitrator. The two (2) arbitrators so nominated will nominate the third arbitrator, who will be the chair of the tribunal. If the two (2) arbitrators appointed by the parties fail to agree upon a third arbitrator within thirty (30) days of the appointment of the second arbitrator, the third arbitrator will be appointed by the ICC. The place of arbitration will be Washington, D.C. The language of the arbitration will be English and all documents not in English will be accompanied by a translation into English. The arbitration award will be final and binding on the parties. The parties agree to exclude any right of application or appeal to state or federal courts in connection with any question of law arising in the course of the arbitration or with respect to any award made. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant party or its assets. When any Dispute occurs and when any Dispute is under arbitration, the parties shall continue to exercise their other respective rights and fulfill their other respective obligations under this Agreement, unless exempted from doing so by the arbitration tribunal. The parties agree that any arbitration proceedings be confidential and the parties will not disclose to any person, other than those necessary to the proceedings, the existence of the arbitration, any information submitted during the arbitration, any documents submitted in connection with it, any oral submissions or testimony, transcripts, or any award unless disclosure is required by law or is necessary for permissible court proceedings, such as proceedings to recognize or enforce an award. Nothing in this Agreement shall prevent any party from seeking preliminary, provisional, interim or conservatory measures (including temporary restraining orders or preliminary injunctions or their equivalent), from any court of competent jurisdiction at any time either before or after an arbitral tribunal has been appointed.

This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement. The headings of the Sections contained in this Agreement are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

15. Severability.

If any provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties shall endeavor in good faith to amend this Agreement to preserve its intention. If the parties fail to agree on such an amendment, such invalid provision will be enforced to the maximum extent permitted by law or, if not enforceable, will be severed from the remaining terms, conditions and provisions, which will remain in full force and effect.

16. Waiver.

No waiver of any of the provisions of this Agreement by one party shall be binding unless made in writing and signed by the party against whom the waiver is sought. No failure on the part of one party to exercise, or delay in exercising, any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy by such party preclude any other or further exercise thereof or the exercise of any other right or remedy. A waiver on one occasion shall not constitute a waiver on any further occasion.

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17. Amendments.

All amendments to this Agreement will be in writing and signed by an authorized representative of each party.

18. Entire Agreement.

The provisions of this Agreement and all Addenda, Exhibits and Schedules hereto, including all documents incorporated herein by reference, constitute the entire agreement between the parties and supersede all prior agreements and understandings relating to the subject matter hereof.

19. Survival.

The provisions of Sections 6, 7, 8, 9, 12, 14, and 19 shall survive the expiration or earlier termination of this Agreement or any portion thereof.

20. Counterparts.

This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one instrument.

21. Further Assurances.

Each of the parties to this Agreement covenants to execute upon request of the other party any further documents that the requesting party reasonably deems necessary to effectuate the terms, conditions or intent of this Agreement.

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ADDENDUM 1

A-ISAC MEMBER SUBSCRIBER AGREEMENT

The undersigned company ("Subscriber") hereby agrees to subscribe to, and to participate in the Aviation Information Sharing and Analysis Center ("A-ISAC") as an Aviation Member or Sector Aligned Member (as selected below) and agrees to the A-ISAC Subscriber Agreement GENERAL TERMS AND CONDITIONS. The A-ISAC is owned and operated by Aviation Information Sharing and Analysis Center, Inc. (the "Company"), and Subscriber's membership is subject to and contingent upon approval by the Company's Board. The effective date of Subscriber's membership will begin upon full execution of this Addendum 1 by both parties or on such later date as is requested by the Subscriber. The Subscriber will receive the membership benefits applicable to its selected level of membership, as outlined on the A-ISAC website and in this Agreement.

Each Subscriber that is an Aviation Member (airline, airport, aircraft manufacturer, equipment supplier, service provider, technology provider, infrastructure provider and/or general aviation entity) hereby agrees to pay annual membership dues of \$50,000, in accordance with the following chart. Each Subscriber that is a Sector Aligned Member (trade association and/or other aligned organization such as an information sharing and analysis center) hereby agrees to pay annual membership dues of \$10,000, in accordance with the following chart.

Membership	Annual Dues	Number of Login IDs per Member
Aviation Member	\$50,000	10
Sector Aligned Member	\$10,000	0

A-ISAC Membership Programs and Benefits:

The Company will provide an initial operating capability that includes the following benefits to A-ISAC Aviation Members:

Program / Benefit	Description
Alerting / Crisis Notifications	Urgent notifications of impending threats to aviation or indications of emerging crises. Alerting via voice, SMS text, twitter, e-mail, and across information sharing platform. Alerting may be tailored depending on the scope and sensitivity of the information related to the threat or event in question.
Real-time Sharing of Aviation Intelligence & Threat Data	Continuously updated, real-time posting of relevant open source reporting, incoming threat data, and Indication & Warning (I&W) derived from member submissions and Government reporting. Data posted on information sharing portal and shared via XML feed (TBD: RSS/STIX/TAXI).

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Weekly Intelligence Summaries (INTSUM)	A weekly intelligence report which consolidates current threat intelligence (physical and cyber), indicators, and analytic reports from various intelligence organizations (coming from other ISACs, private sector, vendors, government).
Special Intelligence Reports	Finished intelligence reports on topics of interest to the A-ISAC Membership and the Aviation Sector. These reports may be initiated by A-ISAC analytic staff or from vetted requests of A-ISAC member firms. These reports may also be coordinated with analysts from other sectors and organizations.
Analytic Exchanges / Liaisons	Conduct analyst exchanges with analysts and subject matter experts from other ISACs, private sector, vendors and government. Such exchanges help A-ISAC analytic staff advocate for Aviation Sector intelligence priorities, form analytic relationship networks, and enhance their access and expertise.
Threat Conference Calls	Regular telephonic analyst exchanges with members to discuss current intelligence and topics of interest. Calls to be hosted by A-ISAC analytic staff, will feature voluntary, contributory content and analysis from member firms as well as special presentations by outside subject matter experts.
Response & Recovery Coordination	Subsequent to incident or event in progress, A-ISAC will coordinate among A-ISAC members and sector aligned members to help develop and quickly disseminate actionable mitigation measures. A-ISAC will also assist in coordination with relevant authorities to the extent desired by affected membership.

Sector Aligned Members:

The Company will provide A-ISAC Sector Aligned Members with regular updates on A-ISAC activities and alerting in the event of an aviation security situation, to include:

Program / Benefit	Description
Alerting / Crisis Notifications	Urgent notifications of impending threats to aviation or indications of emerging crises at the DHS Traffic Light Protocol white and green levels only. Alerting via voice, SMS text, twitter and e-mail. Alerting may be tailored depending on the scope and sensitivity of the information related to the threat or event in question.
Real-time Sharing of Aviation Intelligence & Threat Data	Continuously updated, real-time posting of relevant open source reporting, incoming threat data, and Indication & Warning (I&W) derived from member submissions and government reporting at the DHS Traffic Light Protocol white and green levels only.

A-ISAC Subscriber Agreement

**Response & Recovery
Coordination**

Subsequent to incident or event in progress, A-ISAC will coordinate among A-ISAC members and sector aligned members to help develop and quickly disseminate actionable mitigation measures. A-ISAC will also assist in coordination with relevant authorities to the extent desired by affected membership.

In accordance with Section 13, notices to Subscriber shall be provided at the following addresses:

Subscriber Name: _____
Designated Representative: _____
Address: _____
City, State, Zip: _____
Attention of: _____
Email address: _____
Fax Number: _____

By signing this Addendum 1 of the A-ISAC Subscriber Agreement, you ("Subscriber") agree to become a Subscriber to, and to participate in, the Aviation Information Sharing and Analysis Center as an Aviation Member or Sector Aligned Member (check appropriate line):

___ Aviation Member
___ Sector Aligned Member

Subscriber will receive the benefits itemized above, and you further accept and agree to the A-ISAC Subscriber Agreement General Terms and Conditions. The annual cost for this subscription is as set forth above, and is payable within 30 days of receipt of invoice.

Subscriber _____ Aviation Information Sharing and Analysis Center, Inc.
<Entity Name>

Signature	_____	Signature	_____
Name	_____	Name	Faye Francy
Title	_____	Title	Executive Director
Date	_____	Date	_____