Рег. № 400-1547/27.02.2017г.

Contract No. BUL-Supp-S-00085

JEPPESEN MILITARY CHART SERVICES SUPPLEMENT

This Jeppesen Military Chart Services Supplement (the "**Supplement**") is effective as of the date of last signature by and between **JEPPESEN U.K. LIMITED** ("**Jeppesen**") and **BULGARIAN AIR FORCE** ("**Customer**"), and the terms and conditions of that certain Master Services Agreement ("**Master Agreement**"), Contract Number BUL-MA-S-00058 executed between JEPPESEN U.K. LIMITED and Customer are incorporated herein as an integral part hereof.

1. Definitions. Unless otherwise provided herein, all capitalized terms used in this Supplement will have the same meaning as defined in the Master Agreement.

   A. "**Aircraft**" means any aircraft owned or operated by the Unit.

   B. "**Content**" means all Standard Sheets contained in a Standard Paper Airway Manual.

   C. "**Customer Data**" means Customer chart and text data that is not acquired, produced or maintained by Jeppesen and is in a format and naming convention supported by the Software to allow such data to be displayed by the Software. Customer is solely responsible for the acquisition, distribution, and updating of all Customer Data.

   D. "**EFB**" is an acronym for Electronic Flight Bag.

   E. "**Optional Services**" means the following Services available only upon Customer's request:

      (i) "**Standard Paper Services**" means paper based flight information services containing only Customer-selected Standard Coverage(s), as available from Jeppesen from time to time,, combined into manuals. Jeppesen will provide a revision service for the Standard Paper Service per Jeppesen revision criteria.

      (ii) "**MFD Electronic Services**" means a worldwide electronic database of Standard Coverages, as available from Jeppesen from time to time, for use in a Multi-Functional Display ("**MFD**") system developed by a third party manufacturer to display Jeppesen data. Jeppesen will provide Customer with a revision service for the MFD Electronic Services per Jeppesen revision criteria.

   F. "**Sheet**" means any graphic information, drawing or text printed on both sides or on one side of a paper sheet or the electronic equivalent thereof.

   G. "**Standard**" means sheets for public use containing governmental or other officially designated source information and maintained in accordance with established Jeppesen criteria.

   H. "**Standard Coverage**" means content for standard geographical areas in a coverage configuration determined by Jeppesen. Jeppesen determines and sets the geographic coverage area of the Content included in each particular Standard Paper Airway Manual.

   I. "**Standard Services**" means the following:

      (i) "**Software**" means Jeppesen's proprietary ground-based software that allows Customer to view and print the Standard Electronic Services and Customer Data.

(ii) "**Standard Electronic Services**" means a worldwide database of Standard Coverages (available from time to time) and updated in accordance with Jeppesen's revision criteria.

J. "**Unit**" means Customer's unit, command or organization identified in Exhibit A attached hereto and incorporated herein by this reference.

K. "**Users**" means any employee or person within Customer's Unit that operates or supports Aircraft and are authorized by End-User to utilize or have access to the Services, including but not limited to, internet access, media or paper distribution, server or network access or any additional form of media distribution requested by Customer and delivered by Jeppesen.

2. Services and Products to be Furnished. Subject to the terms and conditions contained herein, Jeppesen will provide the Services set forth below to Customer. The defined term "**Services**" as used in the Master Agreement includes, without limitation, the Standard Services, Optional Services (as requested by Customer), and anything else provided to Customer in relation to this Supplement.

3. Term. The term of this Supplement will commence on the date hereof and continue for a period of one (1) year.

4. Licensing Considerations.

A. Grant of License. For the term of this Supplement, Jeppesen grants to Customer a worldwide, time-limited, nonexclusive and nontransferable license to use the Services on the terms and conditions set forth herein.

(i) As respects the Software, Customer may install and use the Software on a single personal computer for ground-based use only in support of the Unit (and not any other units, commands, or organizations) to view and print the electronic files contained within the Standard Electronic Services.

(ii) As respects Standard Electronic Services, Customer may store, retransmit, view and print the electronic files and distribute original printed charts only within Customer's Unit (and not any other units, commands, or organizations). Customer may use its Standard Electronic Services on all EFBs for which Customer has licensed Jeppesen's EFB software (as defined in the EFB Services Supplement).

(iii) As respects MFD Electronic Services, Customer may use the electronic files in MFDs installed on Customer Aircraft.

B. Restrictions of Use. Except as otherwise provided herein, Customer may not (i) alter any of the printed charts or electronic files received from Jeppesen; (ii) copy or reproduce the Software and accompanying materials, printed files, electronic files or paper media, or store or retransmit the Software and accompanying materials or electronic files; (iii) distribute the Software or accompanying materials, printed files, electronic files or paper media; (iv) modify, adapt, translate, reverse engineer, or decompile the Software or create derivative works based on the Software or the printed files or electronic files; (v) assign, rent, lend, or sublease the Software, electronic or printed files or paper media; or (vi) sell or transfer the Software, electronic or printed files or paper media.

5. Delivery.

A. The Software, Standard Electronic Services, and MFD Electronic Services will be delivered by Jeppesen to Customer via Jeppesen's password protected website or such other electronic method as Jeppesen deems appropriate in its sole discretion.

(i) Password Protection. Customer will access Jeppesen's secure website via a password provided by Jeppesen. Customer is solely responsible for distributing its password to its authorized Users and protecting the same.

B. The Standard Paper Services and, if Customer cannot receive via electronic method, the Software and Standard Electronic Services on media (e.g., DVD) selected by Jeppesen will be delivered FCA Jeppesen's designated shipping facility (Incoterms 2010) at Jeppesen's expense using the shipping method of Jeppesen's choice. If Customer requests a shipping method other than that chosen by Jeppesen, Customer is responsible for all shipping and handling fees.

C. Export License. In the event the Service requires an export license, Jeppesen will deliver the Service to Customer upon receipt of such license and only during the validity of the license.

6. Fees and Invoicing.

A. Fees. Customer agrees to pay Jeppesen in Euros (Euro) for Customer's receipt of the Services. The prices for the Services are calculated in accordance with the then current fee schedule. Current annual fees for the Services are set forth in Exhibit 1

B. Invoicing. Fees for the Services are payable one (1) year in advance. Notwithstanding the terms and conditions of the Master Agreement, payment for all Services provided hereunder is due and payable upon execution of this Supplement.

7. Customer's Responsibilities. Customer will be solely responsible for evaluating, acquiring and maintaining the computer hardware to support the Services. Jeppesen will have no responsibility for the performance, maintenance, repair, or update of such hardware.

8. Acknowledgements. Customer acknowledges, agrees and understands that:

A. In the event the Services require an export license, Jeppesen will deliver the Services to Customer upon receipt of such license and only during the validity of the license.

B. Jeppesen's Services have been developed to provide current information in the condensed form required for air navigation under instrument and visual flight conditions. Information contained in the copyrighted Services is independently available from publications of the appropriate governing authority and/or other third parties; and

C. The Services are designed for use by experienced, instrument-rated pilots who must be thoroughly familiar and competent with the instrument navigation of aircraft. The user of the Services must also be thoroughly familiar with the Introduction and Legend materials included within the Services; and

D. Instrument procedures are designed, flight-tested, approved, authorized and prescribed by applicable governing authorities. In the United States, these flight procedures are

incorporated into FAR Part 97 as regulations. Jeppesen does not design or flight-check any of these procedures, and Jeppesen has no authority to alter, modify, add to, or subtract from any flight procedure prescribed by a governing authority. Further, Jeppesen does not review or approve the adequacy, reliability, accuracy, safety or conformance with government standards of any government flight procedure, and it specifically has undertaken no such duty. Jeppesen's flight procedure charts simply depict in a graphic form convenient for the use of knowledgeable, instrument-rated pilots, the flight procedures exactly as designed, flight-tested and prescribed by government authorities; and

E. The Services contain a wide variety of information useful to pilots which Jeppesen has obtained from many outside sources. Jeppesen has edited this source material, and has arranged and published it in a convenient, easy-to-use format.

F. **WARNING: THE ELECTRONIC FILES AND PAPER CHARTS ARE VALID AS OF THE DATE THEY ARE PRINTED OR DOWNLOADED FROM JEPPESEN'S SECURED WEBSITE BY CUSTOMER AND/OR ITS AUTHORIZED USERS. IT IS THEREAFTER THE RESPONSIBILITY OF CUSTOMER AND ITS AUTHORIZED USERS TO ENSURE THAT THEY HAVE THE MOST CURRENT ELECTRONIC FILES AND PAPER CHARTS PRIOR TO CUSTOMER'S AND ITS AUTHORIZED USERS' USE OF SUCH INFORMATION. CUSTOMER AND ITS AUTHORIZED USERS CAN MAKE SUCH VERIFICATION BY CHECKING FOR ANY UPDATES TO THE INFORMATION ON JEPPESEN'S SECURED WEBSITE.**

G. **WARNING: EACH AIRPORT QUALIFICATION AND FAMILIARIZATION CHART CONTAINS A LEGEND DEPICTING A SCALE WITH A DEFINED MEASUREMENT (E.G., 1 INCH = 5 MILES). IF CUSTOMER OR ITS AUTHORIZED USERS RESIZE OR ZOOM THE AIRPORT QUALIFICATION AND FAMILIARIZATION CHART, THE DEFINED MEASUREMENT MAY BE RENDERED INACCURATE. ACCORDINGLY, CUSTOMER AND ITS AUTHORIZED USERS SHOULD NOT RELY ON THE DEFINED MEASUREMENT IF CUSTOMER AND/OR ITS AUTHORIZED USERS RESIZE OR ZOOM THE AIRPORT QUALIFICATION AND FAMILIARIZATION CHART.**

H. **WARNING: SERVICES RELATED ALERTS AND NOTICES ("ALERTS") ARE PUBLISHED ON JEPPESEN'S NOTICES AND ALERTS WEBPAGE ACCESSIBLE VIA WWW.JEPPESEN.COM. CHANGES MAY OCCUR AT ANY TIME AND CUSTOMER AGREES TO REGULARLY MONITOR JEPPESEN'S NOTICES AND ALERTS WEBPAGE AS APPROPRIATE FOR ITS TYPE OF OPERATION.**

9. **WARRANTY.**

A. **LIMITED WARRANTY. JEPPESEN EXPRESSLY WARRANTS FOR THE SOLE BENEFIT OF CUSTOMER THAT IT HAS**

(i) **ACCURATELY GRAPHICALLY DEPICTED THE FLIGHT PROCEDURES PRESCRIBED BY APPLICABLE GOVERNMENT AUTHORITIES, AND**

(ii) **ACCURATELY COMMUNICATED THE INFORMATION OBTAINED FROM OTHER SOURCES**

ON ITS MAPS AND CHARTS AS SUPPLEMENTED AND/OR REPLACED BY ALERTS AS DESCRIBED IN THE "ACKNOWLEDGEMENT" SECTION ABOVE.

THIS EXPRESS WARRANTY IS THE ONLY WARRANTY, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, MADE BY JEPPESEN REGARDING THE SERVICES. JEPPESEN WILL, AT ITS OPTION, REPAIR OR REPLACE THE SHEETS, OR REFUND THE MONEY PAID FOR THE SHEETS, WHICH FAILS TO MEET THIS WARRANTY, PROVIDED HOWEVER SUCH REFUND FOR ALL SHEETS THAT FAIL TO MEET THIS WARRANTY WITHIN A CALENDAR YEAR WILL NOT EXCEED ONE QUARTER (1/4) OF THE YEARLY SERVICE FEE RECEIVED HEREUNDER. THIS SECTION STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY.

B. **WARRANTY DISCLAIMER. EXCEPT AS SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. JEPPESEN MAKES NO WARRANTY THAT ALL ERRORS IN THE SOFTWARE, CAN OR WILL BE CORRECTED.**

IN WITNESS WHEREOF, this Supplement has been executed by the parties hereto as of the day and year first written above.

JEPPESEN U.K. LIMITED	**BULGARIAN AIR FORCE**
By:	By: BULGARIAN AIR FORCE HQ
Name: Vincent van der Gulik	Name : MAJOR GENERAL TSANKO STOYKOV
Title: Managing Director	Title: COMMANDER OF THE AIR FORCE
Date: 22-Feb-2017	Date:

JEPPESEN.
Jeppesen U.K. Limited
Company Reg No 1321734

APPENDIX 1

FEE FOR SERVICES

The fees set forth below represent Customer's current fees at current fee schedule prices. Fees schedules are subject to a minimum annual increase of five percent (5%). Fees will also be adjusted no less than annually to account for changes in the number of Aircraft and mobile computing devices utilizing the Standard Electronic Services.

№	Description	Item numbers	QTY	Unit price in Euro	Amount in Euro
1	Nav Data Coverage Free Flight Approach+ 2000, 2100, 2101 I/O Eurasia	10018216	3	0,00	0,00
2	Revision Service 28-Days Annual: 01-Feb-17 through 31-Jan-18	10011151	3	393,00	1 179,00
3	FliteStar Software Assembly	10025097	1	0,00	0,00
4	Revision Service Flitestar 28-Days: 01-Feb-17 through 31-Jan-18	10011150	1	0,00	0,00
5	FliteStar Worldwide IFR Coverage	10018894	1	0,00	0,00
6	Revision Service Flitestar 28-Days: 01-Feb-17 through 31-Jan-18	10011150	1	1 026,00	1 026,00
7	Miscellaneous Sheets JMCS WORLD WIDE MILITARY CHART SERVICE BASED ON 2 CORE AIRCRAFTS INCLUDING 5 INSTALLATIONS OF MOBILE FD PER AICRAFT AND 2 EC4W INSTALLATIONS PER AIRCRAFT	10033715	1	27 401,85	27 401,85
8	IFR Paper Chart Services AGEE04 Eastern Europe JMCS Content	10012455	1	0,00	0,00
9	Revision Service Paper Chart Services Annual: 01-Feb-17 through 31-Jan-18	10011147	1	414,00	414,00
10	IFR Paper Chart Services.AGEA04.Europe and Mediterranean JMCS Content	10012463	1	0,00	0,00
11	Revision Service Paper Chart Services Annual: 01-Feb-17 through 31-Jan-18	10011147	1	1009,00	1009,00
12	IFR Paper Chart Services AGME04 Middle East/South Asia JMCS Content	10012472	1	0,00	0,00

13	Revision Service Paper Chart Services Annual: 01-Feb-17 through 31-Jan-18	10011147	1	394,00	394,00
	Total Annual Fee, without VAT				**31 423,85**