

Per. 15-400-1312/22.02.20162

Contract No. BUL-25022

JEPPESEN MILITARY CHART ("JMC") SERVICES SUPPLEMENT

This Services Supplement (the "**Supplement**") is made and entered into this 1st day of February, 2016 by and between **Jeppesen GmbH** ("**Jeppesen**") and **Bulgarian Air Force** ("**Customer**"), and the terms and conditions of that certain Master Services Agreement ("**MSA**"), Contract No. BUL-25021 between Jeppesen GmbH and Customer dated of even date herewith are incorporated herein as an integral part hereof.

1. Definitions

- A. Aircraft. Any aircraft owned or operated by the Unit.
- B. Content. All Standard Sheets contained in a Standard Paper Airway Manual.
- C. Customer Data. 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. An acronym for Electronic Flight Bag.
- E. Sheet. Any graphic information, drawing or text printed on both sides or on one side of a paper sheet or the electronic equivalent thereof.
- F. Standard. Sheets for public use containing governmental or other officially designated source information and maintained in accordance with established Jeppesen criteria.
- G. Standard Coverage. 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.
- H. Unit. Customer's unit, command or organization identified in Appendix I attached hereto and incorporated herein by this reference.
- I. Users. Any employee or person within Customer's Unit that operates or supports Aircraft and are authorized by Customer 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. JMC Services to be Furnished. Subject to the terms and conditions contained herein, Jeppesen will provide the following products and services (collectively referred to herein as the "Services") to Customer.

- A. Software. Jeppesen's proprietary ground-based software that allows Customer to view and print the Standard Electronic Services and Customer Data ("**Software**").
- B. Standard Electronic Services. Jeppesen will provide Customer with a worldwide database of Standard Coverages (as available from Jeppesen from time to time) ("**Standard Electronic Services**"). Jeppesen will provide Customer with a revision service to update the Standard Electronic Services per Jeppesen revision criteria.
- C. Optional Services. At Customer's option and only upon Customer's request, Jeppesen will provide the following:

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. 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.
6. Price. Customer agrees to pay Jeppesen in 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 Appendix 1. Appendix 1 will be adjusted annually on the anniversary date hereof.
7. Invoicing. Fees for the Services are payable one year in advance. Notwithstanding the terms and conditions of the MSA, payment for all Services provided hereunder is due and payable upon execution of this Supplement.
8. Term and Renewal. The term of this Supplement will commence on the date hereof and continue for a period of one (1) year.
9. 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.

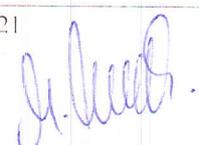
- F. **WARNING: THE ELECTRONIC FILES AND PAPER CHARTS ARE VALID AS OF THE DATE THEY ARE PRINTED OR DOWNLOADED FROM JEPPESEN'S SECURED WEBSITE BY CUSTOMER AND/OR ITS AUTHORIZED USERS. IT IS THEREAFTER THE RESPONSIBILITY OF CUSTOMER AND ITS AUTHORIZED USERS TO ENSURE THAT THEY HAVE THE MOST CURRENT ELECTRONIC 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.**

10. 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. **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 GMBH



By: *Mayleen Becker*
Name: Mayleen Becker
Prokuristin
Authorized Signatory
Title: *Bernd Bührmann-Montigny*
Bernd Bührmann-Montigny
Date: *Bernd Bührmann-Montigny*
Geschäftsführer
Managing Director

BULGARIAN AIR FORCE



By: *[Signature]*
Name: BULGARIAN AIR FORCE HQ
Name: COLONEL DIMITAR STOYANOV
Title: CHIEF OF STAFF
Date: 27.01.2016

DATE:
11. Feb. 2016
JEPPESEN
Legal Department

Bernd Bührmann-Montigny

[Signature]

Appendix I

FEE FOR SERVICES

The fees set forth below represent Customer's current fees at current fee schedule prices.

ANNUAL FEE – Bulgarian Air Force

No	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-16 through 31-Jan-17	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-16 through 31-Jan-17	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-16 through 31-Jan-17	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 AIRCRAFT AND 2 EC4W INSTALLATIONS PER AIRCRAFT	10033715	1	26 097,00	26 097,00
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-16 through 31-Jan-17	10011147	1	387,00	387,00
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-16 through 31-Jan-17	10011147	1	943,00	943,00
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-16 through 31-Jan-17	10011147	1	368,00	368,00
	Total Annual Fee, without VAT				30 000,00