



**TECHNICAL DATA AGREEMENT**

Subject to the following terms and conditions, Pratt & Whitney Canada Corp., 1000 Marie-Victorin, Longueuil, Québec, Canada, J4G 1A1 ("P&WC") and

**Customer Full Legal Name (Company Name):** \_\_\_\_\_

**Customer No.:** \_\_\_\_\_

**Customer Address:** \_\_\_\_\_

enter into this agreement ("Agreement"), effective as of the date of last execution hereof ("Effective Date"), regarding the furnishing to Customer, from time to time, of P&WC technical documents and data, which may include but is not limited to, technical manuals, service bulletins, technical publications, parts catalogues, drawings, specifications, reports, approvals, technical instructions, tooling drawings, ground support equipment information and training materials, and all information and data therein or derived therefrom (collectively defined as "Technical Documents and Data") for the support and/or service of parts and products produced by or for P&WC (defined herein as "P&WC Products").

**1. Restrictions on Use of Information and Data**

All information and data contained in or derived from Technical Documents and Data is proprietary to, and remains the property of P&WC. P&WC licenses Customer to use such information and data for the sole and limited purpose of using, maintaining, inspecting, servicing and repairing P&WC Products as specifically directed in Technical Documents and Data.

Customer agrees: (i) to receive such information and data in confidence; (ii) to preserve and protect the confidentiality of such information and data using no less than reasonable care; (iii) not to disclose such information and data, in whole or in part, to any third party; (iv) to use such information and data only for the purpose directed in Technical Documents and Data; and (v) not to use such information and data, in whole or in part, for any other purpose, including but not limited to: (a) designing, creating, developing, reproducing, manufacturing or deriving any design, part, product, material, process, modification, configuration change or repair; (b) seeking FAA or other governmental or regulatory approval or acceptance for any of the foregoing; or (c) any other commercial activity not expressly authorized by P&WC. Nothing in this Agreement conveys, grants, or obligates P&WC to convey or grant, a license to any patent, trademark or other P&WC right.

Customer shall not, in whole or in part: (i) modify, copy, translate into any language, reproduce or make derivative works of Technical Documents and Data; or (ii) reverse engineer, reverse compile, reverse assemble or otherwise translate into any human or machine-readable form any Technical Documents and Data.

**2. No Assignment or Amendment.**

This Agreement may not be assigned, in whole or in part, by Customer without the prior written consent of P&WC. The Agreement may only be amended in a writing signed by both parties.

**3. Termination**

**The obligations of Customer defined in Paragraphs 1 and 2 of this Agreement shall survive any termination of this Agreement.**

**4. Miscellaneous**

Should any provision of this Agreement be held unenforceable or in conflict with the law of any relevant jurisdiction, the validity of the remaining provisions shall be unaffected by such holding. This Agreement and the performance thereof shall be governed and construed using the laws applicable in the Province of Ontario, Canada, excluding conflict or choice of law rules. The parties have agreed that this Agreement shall be drawn up in English.

IN WITNESS WHEREOF, the parties hereto have caused this instrument or its facsimile to be executed on their behalf by their duly authorized officers.

**PRATT & WHITNEY CANADA CORP.**

**CUSTOMER**

Signature: 

Signature: \_\_\_\_\_

Print Name: Marc Turcotte  
Title: Senior Manager, Customer Portal & Commercial Technical Publications

Print Name:  
Title:

Date: January 16th, 2017

Date: