

Stage™ Terms & Conditions

Introduction

This Terms and Conditions agreement (Agreement) is an agreement between you ("you", "your", "user", "member") and Rockwell Collins. This Agreement governs your access to, and your use of the Stage content service for business jets. The aircraft owner and/or operator agree to the terms and conditions described herein, and have acknowledged such in writing or via electronic approval to Rockwell Collins. This Agreement shall be deemed an open order effective and continuing until terminated by thirty (30) days advance written notice by either party to the other, or as otherwise provided herein.

Permitted Use

Rockwell Collins' Stage content service is available for your personal and non-commercial use. Stage contains material that is derived in whole or in part from material supplied and owned by other sources. Such material is protected by copyright, trademark and other applicable laws. You agree that you will not use the Services, or duplicate, download, publish, modify or otherwise distribute or use any material in the Services for any purpose, except for your personal, non-commercial use. You acknowledge that storing, distributing or transmitting unlawful material could expose you to criminal and/or civil liability. You may not download (other than page caching) or modify the Services or any portion of them unless we have provided you with express written consent. You shall not make a derivative use of the Services (or any part thereof) for any purpose, nor shall you download or copy information of users, or otherwise engage in data mining or similar data gathering.

Copyrights

Rockwell Collins respects the intellectual property of others, and we ask our users to do the same. The Digital Millennium Copyright Act of 1998 (the "Act") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. Rockwell Collins, pursuant to the Act, reserves the right, but not the obligation, to terminate your license to use the Services if it determines in its sole and absolute discretion that you are involved in infringing activity, including alleged acts of first-time or repeat infringement, regardless of whether the material or activity is ultimately determined to be infringing.

Service

Rockwell Collins will notify you prior to the expiration date and send an invoice for the yearly fee during the month in which you renew. Upon receipt of payment, Rockwell Collins will extend the membership for one year. The Service is renewed for one year with the payment of an annual membership fee.

Fees and Pricing

All fees charged for your use of the Service shall be paid to Rockwell Collins. Any reference to payment made directly to the Service Provider, in the Service Providers' Agreements, is not applicable. You will be invoiced according to the terms described herein at Rockwell Collins' then current price list, included in the Stage Content Programming Guide. Published prices do not include sales, use, excise VAT, or other similar taxes. You shall pay all present and future applicable taxes on the sale of the Service. All prices are subject to modification at any time and all such charges will take effect when published by Rockwell Collins. Rockwell Collins will, however, use its best efforts to give thirty (30) days' notice of such changes.

Invoicing

Purchase prices are stated in U.S. dollars, and shall be paid in U.S. dollars at prevailing exchange rates. Invoice terms are Net 30 days unless otherwise specified. Rockwell Collins reserves the right to suspend Service to a delinquent account without prior notice. Rockwell Collins may send notice of delinquent account status by the most expedient means available. If collection becomes necessary, you shall be liable for all costs of collection incurred by Rockwell Collins, including, but not limited to, collection expenses, court costs and reasonable attorney's fees.

Termination

Either party shall have the right to terminate this Agreement upon thirty (30) days written notice to the other party. In the event of subscription cancellation by either party, you agree to discontinue use of the Service. In the event of a sale or transfer of a Stage-equipped aircraft, you agree to notify Rockwell Collins promptly of the transaction. Such notification constitutes a subscription cancellation and you shall be responsible for all charges prior to such notification. Final termination, however, must be in writing. Rockwell Collins will not issue a credit to you if cancellation occurs prior to the subscription renewal date; you are responsible for the full 12 month subscription regardless of whether you used it for the full period.

Operator-Owned Content

If you, your employees, or other members of your organization choose to use your content or other data files in conjunction with Stage, either by uploading your content files into the Stage on-aircraft equipment, the Stage manager portal, and/or as part the Stage transcoding service, you agree that these files may be stored in a Cloud distributed data facility on protected servers under the privacy policy for Microsoft Azure. Neither Rockwell Collins nor its employees or contractors will look at your files, unless agreed in writing by you or your representative to do operations with these files on your behalf, including, but not limited to uploading these files to the media streaming server on the aircraft, or a Rockwell Collins lab facility for quality verification. This typically does not include looking inside your files. Rockwell Collins does not guarantee the safekeeping of your files and is not liable for any loss of data, including corruption, distortion, or loss.

By uploading your content or other data files to any component of the Stage content service, including the Stage transcoding service, you are liable for copyright and other applicable laws. You state that your files are not illegal, including, but not limited to classified, stolen, illegal (child pornography and other such material) or otherwise misappropriated. Rockwell Collins will assist law enforcement agencies with the correct court orders in their investigations and open access under legal counsel supervision upon first request.

Assignment

This Agreement binds, and inures to the benefit of Rockwell Collins, its successors and assigns. You may not assign, transfer, or otherwise dispose of this Agreement or any interest herein without Rockwell Collins' prior written consent. Warranty and Indemnity. The Member acknowledges and agrees that the Service will be rendered on the basis of the information known to and assumptions made by Rockwell Collins. You acknowledge and agree that the Service embodies information furnished by third parties over which Rockwell Collins has no control. It is your sole responsibility to check and verify the Service prior to use. Rockwell Collins and its Service Providers shall not be liable for any failure or interruption of the Service resulting from any cause or circumstance beyond its reasonable control, including but not limited to malfunctioning communications systems and facilities. Rockwell Collins does not guarantee that the content of the services will remain the same over time.

In no event shall Rockwell Collins' liability to you upon any cause of action arising out of the performance of this agreement, regardless of form, exceed your average bill for one month's supply of Service. Rockwell Collins is not liable for any special, incidental, consequential, exemplary or punitive damages or lost profits or damages from loss of use or data, (despite the fact that the possibility of such damages are or may be known to Rockwell Collins) whether arising out of breach of contract, tort or any other cause of action.

Titles

Paragraph titles of this Agreement are for the parties' convenience and are not to be used to explain, modify, or amplify, or interpret this Agreement.