

Congratulations!

Dear Skydiver,

We're pleased that you have purchased our Argus Safety and Information System! The Argus uses advanced technologies to give you the best reliability and accuracy. Its unique multi-sensor concept is the result of 14 years of intense Research & Development.

Standard user-replaceable batteries and local testing reduce the total cost of ownership dramatically and the back-light display shows you the necessary information at all time.

We have gone through great pains to design and test this product. No less than 3 independent laboratories have been freezing, frying, shaking, nuking and drowning the Argus. Top-notch skydivers have been helping us with the field testing.

For your convenience, the Argus offers four modes: STANDARD, NOVICE, TANDEM and SWOOP. Extreme canopy pilots now have developed the skills to exceed a vertical speed of 78 mph (35 meters) per second under open canopy. Therefore, the Argus can also be programmed in Swoop mode. And the Gore-tex filter allows for safe pond swooping.

We sincerely hope that you never need to use it.

However, if you do, send us your completed life saving report and we'll replace the cutter for free. (www.argus-aad.com/saves).

Safe swoops,

Karel Goorts
Managing director



NOTES :

1.0 The Argus

The Argus is a 3rd generation electronic and pyrotechnic safety device with superior electromagnetic interference shielding. The unit also works as a data logger, as it memorizes most jump parameters. The Argus includes four jump modes, which allows for different user requirements.

1.1 Installation

The Argus has been designed to be backward compatible with most sport rigs on the market today. If necessary, an Argus pocket can be supplied and installed in your container by a master rigger or foreign equivalent.

All reserve closing loops currently on the market that are equivalent to the Cypres[™] loop are acceptable for use in the installation of the Argus. These loops must be impregnated with acid free silicon oil on the surface near the loop that is in contact with the grommets of the reserve container (approx. 1 inch or 2.5cm). The Argus cutter must be positioned as specified by the container manufacturer's instructions.

- Never pull, lift or handle Argus by the cables.
- Please comply with any country-specific regulations concerning a retrofit.

1.2 Jump Modes

The jump modes describe the conditions required for the Argus activation. All modes except Swoop will monitor the jump until the landing. The Swoop mode will go to stand-by until the next jump as soon as a parachute opening is detected.

Jump modes are:

Jump Mode	Trigger Altitude	Trigger Speed
STANDARD	250 m-820 Ft	35 m/s-115 Ft/s
SWOOP	250 m-820 Ft	35 m/s-115 Ft/s
NOVICE	300 m-1,000 Ft	20 m/s-66 Ft/s
TANDEM	660 m-2,200 Ft	35 m/s-115 Ft/s

For any particular jump mode, when the altitude and vertical speed conditions are met, the Argus activates.

The user **MUST** ensure that he/she will stay well away from the activation conditions to prevent the possibility of the reserve container opening simultaneously with the main parachute deployment.

In order to stay on the safe side:

- Always open well above 1500 feet (450 meters); for Tandems 3000 feet (900 meters).
- If altitude reference has been adjusted, **NEVER** fly below the intended Drop Zone elevation.

JUMP PILOTS: Never fly below the airfield takeoff elevation

1.3 MODES

The Argus has four modes: STANDARD, NOVICE, TANDEM or SWOOP. The selection is made while in the «MENU» mode.

1.3.1 «STANDARD» Mode

The Argus releases at **820 Ft. (250 meters) and below** if a speed is reached equal or higher than **78 mph (35 m/sec)**.

1.3.2 «NOVICE» Mode

The Argus releases at **1,000 Ft. (300 meters) and below** if a speed is reached equal or higher than **45 mph (20 m/sec)**

1.3.3 «TANDEM» Mode

The Argus releases at **2200 Ft. (660 meters) and below** if a speed is reached equal or higher than **78 mph (35 m/sec)**

1.3.4 «SWOOP» Mode

The Argus releases at **820 Ft. (250 meters) and below** if a speed is reached equal or higher than **78 mph (35 m/sec)**. **The Argus stops monitoring and goes to stand-by after it detects an opened parachute. Please be aware that this mode is not suitable for wingsuit-flyers!**

If the plane has to land with skydivers on board and the Argus is programmed in Novice mode, switch it off above 1500 ft (450 meters) AGL.

JUMP PILOTS - If the Argus cannot be switched off in Novice mode, the descent rate of the plane must not exceed 1500 ft/min below 1500 Ft AGL. Please have in-flight doors closed.

The Argus has an opening accuracy of ± 65 Ft (20meters) in all modes.

1.4 Start Up Sequence

The Argus switches on after pushing the control unit button (the Argus eye) four times in the right sequence. These very short pushes (clicks) must be done immediately after each flash of the backlight.

The Argus will switch on by the following procedure:

- Push the control unit button (the Argus eye). *After this first push, the «HELLO» message is displayed. If no message appears, please push the button again.*
- «HELLO» is immediately followed by the display of the **Argus logo (eye)**.
- Push the button once after the **Argus logo** flashes.
- Push the button once after «**ARG**» flashes.
- Push the button once after «**ARGUS**» flashes.

The Argus will then automatically start its self-test sequence.



1.5 Self-test sequence

After the start-up sequence is completed, the system will execute the self-test, calibration, and then finish by displaying the selected jump mode. The Argus automatically goes through this complete sequence each time you switch it on in order to verify the BATTERY, the CUTTER and the electronic SYSTEM circuits.

The start-up checks are:

Operation	Description
BATTERY	Will check if the battery will be able to handle at least 14 more hours of operation. If not, an error message will be displayed and/or the Argus will switch off.
CUTTER	If the cutter is defective, the Argus will display an error message and switch off.
SYSTEM	Will check for the correct functioning of the electronics. If an error is detected, an error message will be displayed and/or the Argus will switch off.

The Argus is ready for use when this sequence is completed and one of the four modes («STANDARD», «NOVICE», «TANDEM» or «SWOOP») is displayed.

1.6 Shut Down Sequence

The Argus will automatically shut off after 14 hours, or you can do it yourself by the following procedure:

- Push the button twice.
- Push the button immediately while «**SYS OFF**» is displayed. (The Argus will start its switch off procedure after pushing the button three more times in the right sequence). *Remember; those very short pushes must be done immediately after each flash of the display.*
- Push the button after the Logo and «**ARGUS**» flashes.
- Push the push button after the Logo and «**ARG**» flashes.
- Push the push again after the Logo flashes.

The Argus will now automatically be switched off.

1.7 Menu

You can enter the menu only when the test sequence is completed and one of the four modes («STANDARD», «NOVICE», «TANDEM» or «SWOOP») is displayed.

To enter the menu:

- Push the button twice.
- Push the button immediately while «**MENU**» is displayed.

Inside a menu, the display will be scrolling, stopping momentarily at each element. There are 3 elements:

- MODES
- INFO
- CONFIG

To select an element, the user has to push the button immediately when the choice is displayed. A long push on the button will exit the menu.

1.7.1 “MODES”

The Argus can be programmed in:

- “**Alt Adjust**” It adjusts different landing zone altitudes.
- “**Mode Sel**” (Mode selection; “STANDARD”, “NOVICE”, “TANDEM”, “SWOOP”)

“**Alt Adjust**”: It adjusts different landing zone altitudes

- Push the button immediately when “**Alt Adjust**” appears.
- Set activation altitude same as above by moving up and downward by clicking the button when the up (▲) or down (▼) sign appears. You can adjust the altitude in steps of 50 meters or 100 Feet.
- Push the button immediately when “**Validate**” appears.
- Push the button immediately when “**Confirm**” appears.

The display will indicate the correction by using an abbreviation of three letters of the set mode plus the set altitude. Please check also if the Argus is programmed in meters or feet.

Altitude correction will remain in memory until adjusted

Example: the swoop mode with an altitude correction of +100 meters will appear on the display as: **SWP. +100m**

For altitude adjustments ALWAYS consult your User's Guide.

The Argus Firmware bases its primary calculations on the metric system. It is strongly recommended to do all altitude adjustments in meters (see table). For units with manufacturing date December 2007 or later, this restriction no longer applies.



Important:

- The Argus altitude setting must be turned on at the take-off location.
- The Argus must be completely reset to metric EVERY time the unit has been off. This includes the automatically switch off after 14hrs and units switched on and off during the same day.
- We recommend a Maximum altitude correction of + and – 500 meter. The system can do more, but to err on the side of caution, we recommend not to.

Feet	Meters	Set:
+ 150	50	+50m
+ 300	100	+100m
+ 500	150	+150m
+ 650	200	+250m
+ 800	250	+250m
+ 1000	300	+300m
+ 1500	450	+450m
+ 1800	550	+550m
+ 2000	600	+600m
+ 2200	650	+ 650m
+ 2500	750	+ 750m
+ 3000	900	+ 900m
+ 3300	1000	+1000m
+3500	1050	+ 1050m

Range of
corrections
NOT
recommended

*Most common altitude adjustments are marked **bold**.*

Maximum discrepancy in table is 65 feet or 20 meter.

VERY IMPORTANT : If you intend to make other jumps from where you have just landed and you board a plane at that new location, you have to fully re-initialise your Argus in order for him to take the new zero altitude in memory. Simply, switch off your Argus, and then switch him on again; be sure to re-adjust the altitude correction to desired height (usually 0).

Mode abbreviations:

STD = Standard TDM = Tandem SWP = Swoop NOV = Novice

“Mode Sel”: Mode Selection

- Push the button immediately when “Mode Sel ” appears.
 - Push the button when the desired mode (“STANDARD”, “NOVICE”, “TANDEM” or “SWOOP” appears.
 - Push the button immediately when “Confirm” appears.
- The “new” mode is now set.

1.7.2 “ INFO ”

Information about the Argus can be found here. “INFO” is subdivided into:

- “JUMP” (last freefall time, max. freefall speed, total number of jumps, temperature, air pressure etc.)
- “ADMIN” (Serial number, Software version)

To enter Info, please follow the same steps as above or see the quick menu.

NOTE: Due to the location of Argus (packed in the reserve container); the recorded freefall speed can only be considered correct when the entire freefall was performed in a belly-to-earth body position. Different body positions, such as tracking or freeflying, may cause the Argus to record inaccurate freefall speeds.

1.7.3 “ CONFIG ”

Here certain values can be configured. “CONFIG” can be subdivided into:

- Alt Unit (Meters or Feet setting for Altitude Adjustments)
- Sys Unit (Metric or Imperial setting)
- Time Cfg (Date and Clock setting)
- Log Mode (Normal and Trace)

To enter **Config** and make any changes, please follow the same steps as above.

The menu structure: All arrows = push button to get to next element, select or confirm.

1.7.4 Abbreviations used showed on the display

While in MENU INFO JUMP :

- Info Level -> For internal use only. Keep value 0 here.
- Jmp -> Number of last jump (reference used in the logs)
- jT -> Last jump Time
- ffT -> Last Jump Free Fall Time
- jVS -> Last Jump Vertical Speed
- tffT -> Total Free Fall Time (accumulated free fall time)
- Fires -> Number of times a cutter was triggered
- jT -> Last Jump Land Temperature (at the time of start of rise)
- zP -> Atmosphere Pressure at defined zero altitude
- cP -> Current Atmosphere Pressure
- cA -> Current Altitude with reference to defined zero altitude
- cT -> Current Temperature

Concerning the other menus :

- Time Intvl -> Time interval
- Abs Press -> Absolute Pressure
- Sn -> Serial Number
- Lot -> Production Lot Number
- SW -> Revision of main firmware
- RW -> Revision of Remote-Control firmware
- D -> Date of Manufacturing
- DtM -> Days to Maintenance (no longer used)
- Alt Unit -> Altitude Units
- Sys Unit -> System Units
- Tm Zone -> Time Zone
- Log Mode -> Allows the activation of the permanent log (Trace). Debug only.
Otherwise the normal log records the transitions during a jump (ground, rise, free fall, parachute)

2 Components

The Argus uses off-the-shelf lithium batteries and the processing unit is sealed in an unbreakable box.

The Argus is water resistant, however after a water landing switch off the unit and remove it from the container as soon as possible. Dry all the external parts, loosen the screw to remove the battery compartment cover (opposite end to the cables), and allow the inside to dry if necessary. Replace the auto adhesive Gore-Tex filter carefully. Use a toothpick to remove the old filter. After a landing in salt water, quickly rinse the Argus with tap water and dry the body and the connectors thoroughly. Check for damage.

2.1 Processing unit

The Argus is protected against electromagnetic waves produced by:

- Radio transmitters and Transponders
- Mobile telephones
- Radar

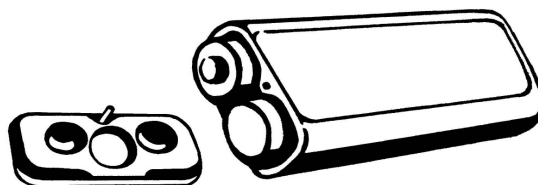
The processing unit is equipped with two M8 (1/4") instrument connectors at one end of the aluminum body. The other end has a battery cover and stainless steel closing screw, with a Gore-tex membrane to protect the electronics against the intrusion of dust and water.

The electronics prints are robot (SMD) assembled. Quality control is by optical and electronic control. Each Argus is completely tested in an environmental chamber in order to verify the proper functioning of the system. Never open the processing unit (the end with cables). Doing so will void the warranty and is an infringement of the EULA.

2.2 Batteries

The batteries are standard off-the-shelf CR123A or equivalent. We recommend the use of Sanyo (CR123A), Energizer (123 or EL123AP), Duracell (DL123A), Panasonic (CR123A) or Sony (CR123A – CR17345) batteries. The remaining shelf life must be at least six years. Other brands can be used too, but we have found these brands to work the best.

The batteries are to be replaced at each repack of the reserve parachute, after each activation, every 500 jumps, or when the Argus displays «**Bat Low**», which ever comes first. This is done as follows: Remove the closing screw from battery cover and remove the cover. Remove old batteries. Check compartment for dirt, moisture or foreign objects and clean if necessary. Install new batteries, ensuring the correct polarity (+) or (-). Replace cover by inserting the cover tab into the slot in the bottom of the box, and then push the cover closed. Insert the screw and tighten enough to compress the sealing ring. As soon as you close the cover, the display will show the Argus logo for a couple of seconds.



Note: After each battery replacement the internal clock (Hour, minute, day, month and year) has to be reset. You will be prompted to do this at the next startup. You can move up and downward in value by clicking the button when the up (▲) or down (▼) sign appears. Each value (Hour, minute etc.) has to be confirmed by clicking when "OK" appears.

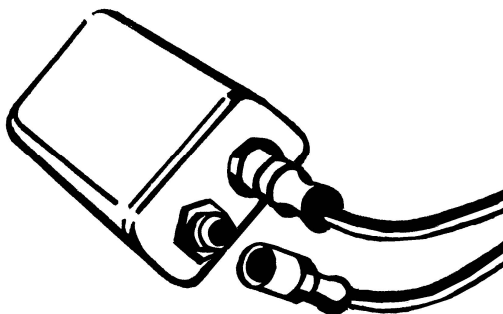


Start up the system in order to verify the correct functioning of the Argus.

2.3 Cutter

The Argus uses a Nobel Metron (now Chemring Energetics UK Ltd.) pyrotechnic cutter with a cylindrical knife, designed solely for use with the Argus. The cutter is field replaceable. Cutter replacement is free upon presentation of the completed life saving report form.

To replace the cutter, first switch off the Argus. Unscrew the M8 (1/4") connector counter clock-wise and remove the old cutter. To replace with the new cutter, place the 3 pin female connector onto the three pin male connector on the box and push it gently until it stops. Then tighten the connector screw clockwise. Do not use excessive force.



- Before installing a new cutter always check the connector for dirt or moisture. If there is anything abnormal please contact your rigger, Argus distributor or the manufacturer.

Argus Authorized Riggers can disconnect the cutter to attach a test probe, which can be purchased from Aviacom.



IMPORTANT : if the cutter has been replaced after an activation, than the batteries **MUST** also be replaced (see 2.2 above).

2.4 Filter

The design of the Argus allows water jumps without removal of the unit. It is water resistant up to a water depth of 3 feet (1 meter) for duration up to 30 minutes. This is achieved through a sealed cutter, a sealed control unit, sealed connectors and a special filter.

The filter allows precise measurement of the air pressure and at the same time prevents water from entering the unit. As long as there is no contact with water, the filter never needs to be replaced by the user. If water does contact the filter, it must be removed and a new filter installed.

WARNING - THE FILTERS ARE FOR ONE TIME USE ONLY! ONLY USE ARGUS FILTERS THAT COME FROM A SEALED BAG.

Filter replacement can be done by the owner (or rigger/packer if your local regulations do not allow you to do so.). After water contact, the rig and the reserve must be dried according to the manufacturers' instructions. After that the rig and Argus (with the new filter) can be repacked and used again.

Filter Replacement:

If there is water in the inside of the battery cover, dry it with a cloth. Remove the old filter from cover by gently peeling the Gore-tex membrane away with a "toothpick" tool or with the point of a pencil. Do not use this filter again.

Check that the 4 holes are clear by holding it against a light. Make sure the cover is dry before applying the new filter.

Place the new filter with the sticky side toward the 4 holes in the battery cover and apply a gentle pressure on all parts of the filter to seal.

Insert the batteries and close the cover, then reconfigure the clock and check settings.



2.5 Control Unit

The control unit has a back-light alphanumeric display

- **DO NOT remove the control unit connector**
- Do not press any sharp object against the glass surface of the display. Doing so may cause the display to break.

2.6 Specifications

- Cable length Remote Control: approx. 600 mm
- Cable length cutter approx. 500 mm
- Weight: approx. 170 grams
- Activation altitude: approx. 800 feet (250 m) (changes with different modes)
- L x W x H Processing unit: approx. 86 x 39 x 20 mm
- L x W x H Remote control unit: approx. 65 x 20 x 8 mm
- Length x diameter cutter: approx. 44 x 9 mm
- Storage temperature: -40° to +80° Celsius
- Working temperature (inside reserve container): -30° to +70° Celsius
- Maximum allowable humidity: up to 99,9 % rel. humidity
- Water resistant: IP67 up to 30 minutes at -3Ft
- Altitude adjustment limits: ± 1500 feet or ± 500 m in 100ft or 50m increments?
- Operating range below / above sea level: -1500 feet to +26,000 feet (-500 m to +8000 m)
- Functioning period: 14 hours after switch-on
- Power supply: Standard Lithium Batteries CR123A
- Battery replacement: each year
- Functional test: each 4 years at an authorized Service Center (see 2.7))
- Total lifetime: over 12 years

2.7 Mandatory 4 Year Check-up

Every 4 years (after the date of 1st use), the complete Argus must be sent to one of our Service-Centers in order to be checked.

Please consult our web-site (www.argus-aad.com) to find the nearest Service-Center.

The price of the check-up depends on local hourly rates, but is around € 100 (US\$ 140), shipping not included.

The Service-Center will need 5 working days to perform the check-up.

During this check-up the batteries are replaced, data are downloaded, and a functional check in the 4 modes is performed in a decompression-chamber by simulating jumps (GO/No GO). Therefore, your Unit will show more "jumps" and "fires" after these tests.

A "Test-Certificate" is delivered to attest that the Unit has been inspected and is good for another 4 years.

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3 Warnings

3.1 Generalities

WARNING: SKYDIVING CAN KILL YOU!

Parachuting equipment does not always work the way it is intended to, and this piece of equipment could be no exception. Each time you use a parachute system, no matter how careful you may be, you risk serious injury or death. You can substantially **REDUCE** (but not eliminate) this risk in four ways:

First, assure that each component of your parachute system is assembled, packed and maintained in strict compliance with the equipment manufacturer's instructions.

Second, assure you have been instructed in the use of this system.

Third, use the complete system as intended by the manufacturers, and as explained in the owner's manuals.

Fourth: The use of an AAD will reduce these risks. The Argus is an advanced electronic device that needs to be used according to the recommendations written in this user manual.

Read this manual carefully and follow all recommendations and warnings:

- Switch on your Argus each day before putting on your gear for the first time. It must be **switched on at the takeoff zone only**.
- Before each jump, check your display to ensure that is set in the right mode (STANDARD, NOVICE, TANDEM or SWOOP).
- If your takeoff zone is at a different elevation than your landing zone you must set the altitude adjustment to the closest 100ft or 50m before your jump. **This altitude correction will remain in memory until adjusted.**
- The Argus must be completely re-set EVERY time the unit has been off. This includes the automatically switch off after 14hrs and units switched on and off during the same day.
- Any altitude adjustment, and the measuring units (meters or feet), must also show on the display. The mode names are shortened to give room for the altitude adjustment and the measuring units (examples: STD+100ft, NOV-300ft, TDM+50m, or SWP-200m).
- Once an altitude adjustment has been made, don't switch from one measuring standard to the other (meters or feet).
- The Argus automatically adjusts for changing ambient air pressures while it is switched on, however if the pressure should change suddenly by a rapidly advancing weather front (indicated by a large change in your altimeter from the previous jump setting) please switch the Argus off and back on again.
- When returning to the takeoff zone by any means other than under canopy (e.g. by vehicle) switch your Argus off and on again.
- When leaving the dropzone after jumping, switch your Argus off.
- Never jump with a blank screen!
- Skydivers, who may exceed the vertical speed of 78mph (35 meters/second) near or below the activation altitude of 800ft (250 meters), or during their final approach, must use the SWOOP mode.
- Do not submerge your Argus in water for more than 30 minutes, or any deeper than 1 meter (3 Feet). If this should occur, remove it from your container, unscrew the battery and electronic compartment to allow it to dry, and send it to an approved Argus distributor for inspection prior to further use.
- Operating temperature for the Argus is from -22°F (-30°C) to 158°F (70°C). Do not keep the unit in your vehicle for storage.
- Always follow your country requirements concerning installation, repack cycles and authorizations for reserve packing.

All trademarks mentioned in this manual are the property of their respective owners. Aviacom SA continuously improves its products. Therefore, we reserve the right to make changes and improvements to any of the products described in this guide without prior notice.

3.2 Disclaimer

- To assure their reliability, Aviacom intensively tests all Argus devices before shipping to the customer. Every Argus has passed all documented technical and quality control inspections. Your brand new Argus will show some jumps as a result of this testing.
- While Aviacom has done extensive research and development of this product, along with a documented quality control program and complete testing of the end product, Aviacom cannot warrant that the Software and Hardware operates error-free under all conditions. See the End-users License Agreement (EULA) in the package
- The Argus is to be used as a last-resort safety device only. It was never intended to, and **is not to be used as a parachute's primary opening system.**
- To ensure that the Argus functions properly, the procedures written in this manual must be followed. Safety is largely a matter of procedures. A skydiver should always adhere to the rules and regulations set by the skydiving federation of their own country.
- Every 4 years your Argus must have a functional check-up (and if needed, a software upgrade) at a local Authorized Service Center. Check with Aviacom (www.argus-aad.com) for a list of these centers.

Aviacom warrants to you that the Hardware will be free from defects in workmanship and materials for a period of two years or less, from the date that it was first purchased by you.
See the EULA

END-USER LICENSE AGREEMENT

This End-User License Agreement ("EULA") is a legal agreement between you (either as an individual natural person, or a single legal entity or partnership) (the "End User"), and Aviacom SA, Wavre, Belgium ("Aviacom"). This EULA applies to pre-installed software and hardware ("the Argus" with its processing unit, the control unit and the cutter). The use of the Argus is subject to this EULA including the Limited Warranty terms as set forth below.

IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA OR IF YOU DO NOT UNDERSTAND THE TERMS OF THIS AGREEMENT, PROMPTLY RETURN THE UNIT, PROVIDED IT HAS NOT BEEN USED - TO THE PLACE YOU OBTAINED IT.

IF YOU HAVE ALREADY PAID FOR THE UNIT, AVIACOM OR ITS AUTHORIZED DISTRIBUTOR FROM WHOM YOU OBTAINED THE ARGUS, WILL REFUND YOU THE PURCHASE PRICE PROVIDED YOU PROVIDE AVIACOM FORTHWITH WITH PROOF OF PURCHASE AND PAYMENT AND RETURN THE UNUSED ITEMS. BY BREAKING THE SEAL OF THE PACKAGING, OR BY USING THE SOFTWARE AND/OR THE HARDWARE YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS EULA AS WELL AS THE APPLICABLE GENERAL SALE TERMS AND CONDITIONS.

YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT AND THE AUTHORITY TO ENTER INTO THIS EULA AND THAT YOU HAVE REACHED THE AGE OF MAJORITY. IF NOT, YOU MAY NOT USE THE SOFTWARE AND/OR THE HARDWARE

The EULA is subject to Laws of Belgium and the District Court of Nivelles is the only competent court for disputes related to this EULA or the use of the Argus. The United Nations Convention on Contracts for the International Sales of Goods is hereby excluded from application to this EULA.

1) GRANT OF LICENSE: This EULA grants a license ("License") that permits you to use the Aviacom Software and Hardware if and as rightfully obtained data, included in the accompanying package acquired with this EULA)

2) FIRMWARE. This License is exclusive and non-transferable. This License does not imply any rights to future upgrades or updates of the Software. The use of any upgrades or updates of the Software is governed by this EULA and its amendments and may be subject to additional payments and conditions. This License does not imply any rights to future delivery of free or paid Service or any other services.

3) COPYRIGHT: The copyrights and other intellectual, industrial and/or proprietary rights are owned by Aviacom or its suppliers. You may not copy the product manual(s) or written materials accompanying the Software, except for own use. You only become the owner of the material data carrier (the "Argus") and you do not acquire the ownership of the Software.

4) OTHER RESTRICTIONS: You, - or anyone else, whether or not in your assignment -, are not permitted to partly or fully modify the Software and/or the Hardware, to analyze it by means of reverse-engineering, to decompile or disassemble the Software and/or the Hardware, or to make products derived from it. You are explicitly prohibited from downloading the programs contained in the Software or from transferring these to any other software and/or hardware, including another data carrier, computer or (hardware) device.

5) CONFIDENTIALITY: You acknowledge and agree that the Software and the Hardware were developed at considerable time and expense by Aviacom and are confidential to and a trade secret of Aviacom and/or third parties. You agree to maintain the Software and the Hardware in strict confidence and not to disclose or provide access thereto to any person. If you would nevertheless grant another person (unauthorized) access to the Software and/or the Hardware, you guarantee that such person accepts the terms and conditions of this EULA and you will indemnify Aviacom and its authorized distributors against any claim of such person.

6) LIMITED WARRANTY AND LIMITATION OF LIABILITY:

a) You may only use the Argus after having read the instructions supplied with it before you use it and you have to comply with the instructions. If you have any difficulty using the Argus, consult the instructions to check you are using it correctly. If necessary contact your local distributor, or Aviacom.

b) The use of the Software in an Automatic Activation Device ("AAD") means that calculation errors can occur, for instance caused by local environmental conditions and/or incomplete data. Aviacom cannot warrant that the Software and Hardware operates error-free under all conditions.

c) Aviacom warrants to you that the Hardware will be free from defects in workmanship and materials for a period that is the shorter of (a) two (2) years from the date that the Hardware was first purchased by you and (b) the period ending upon your breach of any term of the EULA ("Warranty Period"). During the Warranty Period the Argus will be repaired or replaced at Aviacom's option ("Limited Warranty"), without charge to you for either parts or labour. This Limited Warranty covers the prompt replacement of the Argus only. If the Argus is repaired after expiry or the end of the Warranty Period, the Warranty Period for the repair will expire six (6) months from the date of repair. The End-user has to return the unit at his expenses to the local Argus distributor. This Limited Warranty does not cover shipping or rigging charges.

This Limited Warranty does not apply to normal wear and tear, if the Hardware is opened or repaired by someone not authorized by Aviacom and does not cover repair or replacement of any Hardware or part thereof damaged by: misuse, water, moisture, liquids, dust, sand, mud, proximity or exposure to heat, cold and accident, abuse, non-compliance with the instructions supplied with the Argus, neglect or misapplication. The Limited Warranty does not cover physical damage to the surface of the unit. You cannot transfer this Limited Warranty to any other person.

d) Some countries may not allow the exclusion or limitation of damages. If this Limited Warranty is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Limited Warranty, but rather the Limited Warranty shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of each party shall be construed and enforced accordingly.

e) Notwithstanding any damages that you might incur for any reason whatsoever (including, without limitation, all damages referenced herein and all direct or general damages in contract or anything else), the entire liability of Aviacom

and any of its suppliers under any provision of this EULA and your exclusive remedy hereunder (except for any remedy of repair or replacement elected by Aviacom with respect to any breach of the Limited Warranty) shall be limited to the amount actually paid by you for the Argus. It does not cover other expenses (loss of revenue, legal expenses etc.).

f) Although suppliers ("Suppliers") are not a party to this EULA and shall have no obligations hereunder, any such supplier is a third party beneficiary of the End User's rights under this EULA. Suppliers shall not, to the extent permitted by applicable law, in any way be liable for any damages, or loss of any kind, whether special, direct, indirect, incidental, or consequential, arising from the use of the Argus. Suppliers do not warrant, whether express or implied, including but not limited to, the implied warranties of non-infringement, merchantability, completeness, accuracy, and fitness for a particular purpose of Supplier's data used in the Argus.

7) **TERMINATION:** Without prejudice to any other rights, Aviacom may terminate this EULA if you fail to comply with the terms and conditions of this EULA.

8) **ADDITIONAL SOFTWARE/SERVICES:** this EULA applies to updates, supplements, or add-on components that Aviacom may provide to you or make available to you after the date you obtain your initial copy of the Software, unless they are accompanied by separate terms.

9) **DISCLAIMER OF WARRANTIES:** The Limited Warranty that appears above is the only express warranty made to you and is provided in lieu of any other express warranties or similar obligations (if any) created by any advertising, documentation, packaging, or other communications. Except for the Limited Warranty and to the maximum extent permitted by applicable law, Aviacom and its suppliers provide the Argus and support services (if any) **AS IS AND WITH ALL FAULTS**, and hereby disclaim all other warranties and conditions, whether express, implied or statutory, including, but not limited to, any (if any) implied warranties, duties or conditions of merchantability, of fitness for a particular purpose, of reliability or availability, of accuracy or completeness of responses, of results, of workmanlike effort, of lack of viruses, and of lack of negligence, all with regard to the Argus, and the provision of or failure to provide support or other services, information, software, and related content through the Argus or otherwise arising out of the use of the Software and/or the Hardware. Also, there is no warranty or condition of title, quiet enjoyment, quiet possession, correspondence to description or non-infringement with regard to the Software and/or the Hardware.

15) **ENTIRE AGREEMENT; SEVERABILITY:** This EULA (including any addendum or amendment to this EULA which is included with the accompanying package of the Hardware, the Software and/or is downloaded through the Service) is the entire agreement between you and Aviacom relating to the Hardware, the Software and/or the Service and the support services (if any) and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the Software or any other subject matter covered by this EULA. To the extent the terms of any Aviacom policies or programs for support services conflict with the terms of this EULA, the terms of this EULA shall control. If any provision of this EULA is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect. Should you have any questions concerning this EULA, or if you desire to contact Aviacom for any reason, please visit Aviacom on the World Wide Web at <http://www.argus-aad.com>.