

Clause Number

1. Services and Statement of Work. Jet Maintenance Consulting Corp., 1113 Airport Road, Wilmington, Ohio 45177 (JMCC) will provide the services (“Services”) as described in each Proposal. A Proposal may only be amended or modified by a written change control document signed by authorized representatives of JMCC and Customer

2. Customer’s Duties and Responsibilities. Customer shall make available in a timely manner at no charge to JMCC all technical data, computer facilities, programs, files, documentation, test data, sample output, or other information and resources reasonably required by JMCC for the performance of the Services. Customer will be responsible for, and assumes the risk of any problems resulting from, the content, accuracy, completeness and consistency of all such data, materials and information supplied by Customer. Customer shall provide, at no charge to JMCC, office space, services and access to equipment (such as copiers, fax machines, and modems) as JMCC may reasonably require to provide the Services if it’s deemed necessary to carry out any part of the work requested at the customers’ location.

3. Relationship of Parties. Each party will be and act as an independent contractor and not as an agent or partner of, or joint venture with the other party, and neither party will by virtue of this Agreement have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party.

4. Confidentiality. JMCC and Customer each agree to retain in confidence the Confidential Information of the other party. Each party agrees to: (a) preserve and protect the confidentiality of the other party’s Confidential Information; (b) refrain from using the other party’s Confidential Information except as contemplated herein; and (c) not disclose such Confidential Information to any third party except as is reasonably required in connection with the exercise of its rights and obligations under this Agreement (and only subject to binding use and disclosure restrictions at least as protective as those set forth herein). Notwithstanding the foregoing, either party may disclose Confidential Information of the other party which is: (i) already publicly known; (ii) discovered or created by the receiving party without reference to or use of the Confidential Information of the disclosing party, as shown in records of receiving party; (iii) otherwise known to the receiving party through no wrongful conduct of the receiving party, or (iv) required to be disclosed by law or court order. The confidentiality obligations of this Section 4 shall survive the termination of this Agreement for a period of five (5) years. “Confidential Information” means all non-public information, trade secrets, know-how, inventions, techniques, processes, methodologies, programs, schematics, software, source code, data, work product, or any materials which are either designated as proprietary and/or confidential, or by the nature of the circumstances surrounding disclosure, should reasonably be understood to be confidential. If either party breaches any of its confidentiality or other obligations hereunder, the other party shall be entitled to seek such equitable relief, including but not limited to injunctive relief, in addition to any monetary damages to which it may be entitled.

5. Intellectual Property Rights.

5.1 Consulting services performed by JMCC relate to JMCC software products and technology. As a result, JMCC retains all right, title and interest in and to the materials, deliverables, Services and work

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product provided under each Proposal, including patents, trademarks, copyrights (including the right to any derivative works), and all other intellectual property rights. The materials, deliverables, Services and work product shall not constitute "works made for hire" as that term is defined in Section 101 of the U.S. Copyright Act. To the extent that any materials, deliverables, Services or work product are considered to be "works made for hire," Customer agrees to assign all right, title, and interest in the foregoing to JMCC. Notwithstanding anything to the contrary in this Agreement, JMCC shall obtain no right, title or interest in any of Customer's Confidential Information.

5.2 JMCC grants to Customer a nonexclusive, non-transferable, royalty-free license to use the deliverables solely for Customer's internal use or their third party contractors. Support for customizations or deliverables is not provided under the JMCC support agreement (or any Proposal unless specified therein) unless any issues also apply to the generally-available product.

6. Customer Security Regulations/Work Policy. Customer shall provide to JMCC, and JMCC shall ensure that its personnel or subcontractors make commercially reasonable efforts to comply with Customer's security regulations. Unless otherwise agreed to by both parties, JMCC's personnel (including its subcontractors) will observe the working hours, working rules, and holiday schedules of Customer while working on Customer's premises provided that JMCC's personnel are provided reasonable prior notice of all such hours, rules and schedules.

7. Warranty and Disclaimer. JMCC WARRANTS THAT IT WILL USE ITS COMMERCIALY REASONABLE EFFORTS TO ENSURE THAT ALL SERVICES RENDERED PURSUANT TO THIS AGREEMENT WILL BE PERFORMED IN A WORKMANLIKE MANNER CONSISTENT WITH INDUSTRY PRACTICES. EXCEPT FOR THE FOREGOING, SERVICES, DELIVERABLES AND WORK PRODUCT ARE PROVIDED "AS IS," WITHOUT ANY WARRANTY OF ANY KIND. JMCC AND ITS SUPPLIERS AND/OR SUBCONTRACTORS DISCLAIM ANY AND ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. JMCC AND ITS SUPPLIERS AND/OR SUBCONTRACTORS DO NOT WARRANT THAT SERVICES, DELIVERABLES, OR WORK PRODUCT WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE PERFORMANCE OR USE THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE.

8. Limitation of Liability. NOTWITHSTANDING ANYTHING ELSE HEREIN, ALL LIABILITY OF JMCC AND/OR SUPPLIERS AND/OR SUBCONTRACTORS UNDER THIS AGREEMENT OR ANY PROPOSAL HEREUNDER SHALL BE LIMITED TO THE AMOUNT PAID BY CUSTOMER TO JMCC UNDER THE PROPOSAL WHICH IS THE SOURCE OF THE LIABILITY. ALL LIABILITY UNDER THIS AGREEMENT IS CUMULATIVE AND NOT PER INCIDENT.

9. Consequential Damages Waiver. IN NO EVENT SHALL JMCC OR ITS SUPPLIERS OR SUBCONTRACTORS BE LIABLE UNDER THIS AGREEMENT FOR (A) ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS, LOST DATA, OR ANY OTHER INDIRECT DAMAGES EVEN IF SUCH PARTY HAS BEEN INFORMED OF THE POSSIBILITY THEREOF, OR (B) ANY COSTS OR EXPENSES FOR THE PROCUREMENT OF SUBSTITUTE EQUIPMENT OR SERVICES.

10. Term and Termination.

10.1. The term of this Agreement shall commence on the Effective Date based on when the JMCC proposal form was signed and shall continue in full force unless terminated earlier under the provisions of this Section 10.

10.2. This Agreement or any Proposal may be terminated for convenience by either party upon thirty (30) days prior written notice. Any such termination shall not relieve either party of their respective obligations under any Proposal in effect at the date of termination of a Proposal or the Agreement (which obligations shall remain in effect for such Proposal), except as otherwise mutually agreed in writing by the parties.

10.3. Failure by either party to comply with any material term or condition under this Agreement or a Proposal issued hereunder shall entitle the other party to give the party in default written notice requiring it to cure such default. If the party in default has not cured such default within thirty (30) days of receipt of notice, the notifying party shall be entitled, in addition to any other rights it may have, to terminate this Agreement (and all Proposals issued hereunder) and/or the individual Proposal by giving notice effective immediately.

10.4. The individual Proposal may be terminated immediately by either party through written notice in the event that either party ceases to carry on business as a going concern, becomes the object of the institution of voluntary or involuntary proceedings in bankruptcy or liquidation, or a receiver is appointed with respect to a substantial part of such party's assets.

10.5. Upon termination of any Proposals which the Customer has agreed to, the Customer shall pay JMCC for all work performed under the affected Proposal(s) up to the effective date of termination. In addition Customer agrees, within ten (10) days after termination, to deliver to JMCC at JMCC's discretion either: (i) the original and all copies of the Deliverables and related materials received by Customer in connection with the terminated work for which JMCC has not been paid in the course of performance; or (ii) a certificate certifying that Customer has destroyed the original and all copies of such Deliverables and related materials.

10.6. The rights and remedies of JMCC provided in this Section 10 shall not be exclusive and are in addition to all other rights and remedies provided at law, in equity or otherwise under this Agreement or Proposals hereunder.

10.7. Sections 3, 4, 5, 8, 9, 11, and 14 of this Agreement and any accrued rights to payment shall survive termination, regardless of the reason for termination.

11. Assignment and Subcontracting. Customer shall not assign or transfer any obligations or benefits under this Agreement without the prior written consent of JMCC. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties and their respective successors and permitted assigns. The Services may be provided by JMCC or individuals or organizations employed by or under contract with JMCC, at the discretion of JMCC, provided that JMCC shall be responsible for the performance of such individuals or organizations.

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12. Notice. All notices required or permitted hereunder will be in writing and deemed received when (a) delivered personally; (b) when sent by confirmed facsimile (followed by the actual document in air mail/air courier); (c) three (3) days after having been sent by registered or certified mail, return receipt requested, postage prepaid (or six (6) days for international mail); or (d) one (1) day after deposit with a commercial express courier specifying next day delivery or, for international courier packages, two (2) days after deposit with a commercial express courier specifying 2-day delivery, with written verification of receipt. All communications will be sent to the addresses set forth on the Order Form or to such other address as may be designated by a party by giving written notice to the other party pursuant to this paragraph.

13. Force Majeure. Except for payment obligations, each party shall be excused from any delay or failure in performance hereunder caused by reason of occurrence or contingency beyond its reasonable control.

14. Miscellaneous.

14.1. Customer Affiliates. JMCC agrees that Customer's Affiliates shall be permitted to purchase Services under this Agreement, provided, however, that any such purchase(s) shall be evidenced by a separate Proposal and Customer and its Affiliate(s) shall be jointly and severally liable for the compliance by the Affiliate(s) with the terms and conditions of this Agreement. For purposes of this Agreement, the term "Affiliates" means any affiliated entity that Controls, is Controlled by, or is under common Control with a party to this Agreement, and the term "Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and operating policies of an entity through the ownership of voting securities (at least fifty-one percent (51%) of its voting or equity securities), contract, voting trust, or otherwise.

14.2.. Affirmative Action/Equal Opportunity Employer. JMCC is an Affirmative Action/equal employment opportunity employer who will employ qualified individuals with disabilities and qualified protected veterans.

15. Additional Terms and Conditions for JMCC Onsite and eLearning Training. The following additional terms and conditions apply to JMCC Dedicated Classroom and Online Training courses:

This is a legal agreement between you (Licensee or you) and Jet Maintenance Consulting Corp., 1113 Airport Road, Wilmington, Ohio 45177 (Licensor or we) for your purchase of Jet Maintenance Consulting Corp. (JMCC) training courses and training materials ("Training Courses" and "Training Materials" respectively), which includes printed materials and online documentation (Documentation).

JMCC will only provide training courses on the understanding you agree to these terms which will bind you and (if you are an employer) your employees. If you do not agree to these terms, we shall not sell Training Materials or Documentation to you and you must discontinue the purchasing process now.

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16. The Training Product Descriptions. We describe our products as:

Instructor Lead Training [ILT]

Trainees are required to attend a location where an instructor delivers the training eLearning.

E Learning

Trainee can purchase or access the product online. With E Learning all materials will be available upon receipt of commitment of payment.

Blended Learning

A course that is delivered using a combination of all learning delivery methods, i.e. ILT and E Learning.

Packaged Training Services

Any combination of the above services, in a series of training modules specifically created for your own requirements.

Please note that we reserve the right to change the course content of any Training Course at any time and without notice.

17. The Sale. The purchase of Training Courses and Training Materials are subject to the following: the prices set out for the relevant product on our proposal; and the purchase of the Training Courses and Training Materials includes the granting of a non exclusive, non-transferable license to use the Training Materials and the Documentation on the terms of such license, which are set out in the following clause.

If Aircraft is available Instructor may provide hands on training if appropriate to course material. A liability waiver form must be signed prior to any field trips being conducted. Also responsible party, (supervisor or Lead Technician) is required to be in attendance during field trips, unless all parties have agreed to some other suitable liability waiver.

Method of Delivery for Training Courses: once your registration for a Training Course has been successfully processed, you will receive notification confirming the name of the course, course timing, and location of delivery.

18. The License. You may:

[IF YOU ARE A JMCC CUSTOMER] and receive and possess the Training Materials associated with the relevant Training Course purchased and use such Training Materials in conjunction with the attendance of such course, as well as use such as a record of information for the term of this license provided that only the Trainee of the relevant JMCC Training Course may make such use of them.

[IF YOU ARE A E LEARNING CUSTOMER] receive and possess the Training Materials associated with the relevant Training Course purchased and to use such Training Materials in conjunction with the attendance of such course, as well as use such as a record of information for the term of this license provided that only the Trainee of the of the relevant E Learning Training Course may make such use of them.

[IF YOU HAVE PURCHASED PACKAGED TRAINING SERVICES] enjoy all general rights that may be relevant to the specific training packaged for your needs, coupled with a license to use the materials, the scope of which we have agreed with you when providing the packaged services.

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18.1 Source files for Training Course Content.

If content is defined as Custom Content by JMCC, Licensee is granted all rights to obtain and retain content source file(s) which content was developed in.

If content is defined as Generic Content by JMCC, Licensee is not granted rights to the content source file(s) which content was developed in. The intellectual property rights will remain with JMCC.

19. Licensee's undertakings. Except as expressly set out in this license you undertake (and you undertake to procure that your employees or any other Trainee attending a Training Course on your behalf or on your account so undertakes):

not to copy the Training Materials or Documentation except where such copying is incidental or necessary for the purposes of completing the relevant Training Course;

not to rent, lease, sub-license, loan, translate, merge, adapt, vary, modify or give away the Training Materials or Documentation;

not to alter, or modify, the whole or any part of the Training Materials or Documentation, nor permit the Training Materials or any part of them to be combined with, or become incorporated into, any other materials;

to supervise and control use of the Training Materials and Documents to ensure that they are used by your employees and representatives in accordance with the terms of this license;

to include the copyright notice of JMCC on all entire and partial copies you may make of the Training Materials or Documents on any medium if the copyright notice has been incorporated within the material;

not to provide or otherwise make available the Training Materials or Documentation in whole or in part, in any form to any person without prior written consent from the Licensor.

20. Transfers and cancellations of training courses. Trainees may transfer their registration for one course to another course of equal value up to 21 working days prior to the original course date. Once a Trainee has transferred no refunds can be made for the cancellation of either course. Only one transfer by any Trainee may be made.

If you cancel a Training Course: - all cancellations must be made no later than 25 working days before the start of relevant Training Course. We will only accept cancellations that are made in writing. If a Trainee fails to attend a Training Course, or a cancellation is sought within the 25 working days prior to the start of such course, full payment will be required. Once payment is accepted by JMCC, if proposed dates as listed on the invoice are changed by the customer, JMCC reserves the right to retain a portion of the payment to cover lost revenues or other expenses.

Refund Policy: if the refund is approved by the Licensor, it will be made through the original mode of payment only. No refunds shall be given for the cancellation of E Learning, or Blended Learning courses no matter when cancellation is notified to us.

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Course cancellation or charges - we reserve the right to cancel a Training Course at any time, without incurring any additional liability to the Licensor or any Trainee. In such circumstances, we will offer alternative dates, a full refund or a credit note.

21. Confidentiality

21.1 With regard to any materials that the Licensee may produce to the Licensor during a Training Course pursuant to the curriculum of that Training Course (the "Projects"), The Licensor shall:

keep confidential all know-how, including commercial and financial information, that is of a confidential nature, disclosed by the Licensee to the Licensor in a Project;

not disclose Projects without the express prior written consent of the Licensee; and

disclose know-how, and any other confidential information in Projects, only to those persons necessary for the purposes of the relevant Training Course and only to the extent necessary for the proper performance of their duties.

21.2 The Licensor shall procure that the obligations in clause 22.1 are observed by its employees, officers and agents.

21.3 The Licensor shall notify the Licensee immediately if it becomes aware of any disclosure in breach of the obligations in this clause 6. At the request of the Licensee, the Licensor will take all such steps as are necessary to prevent further disclosure.

21.4 The provisions of this clause 21 shall not apply to:

any Project that is required to be disclosed to any third party pursuant to the curriculum of the Training Course in which it was produced and the Licensee was aware of this requirement at the time of presenting the Project to the Licensor;

any information which is in the public domain at the date of the presentation of the Project to the Licensor, or which subsequently comes into the public domain other than by breach of this clause 6; or

any information already in the possession of the Licensor at the date of presentation of the Project, other than under an obligation of confidentiality; or

any information obtained without any obligation of confidence from a third party that is not in breach of this Clause 21.

21.5 The provisions of this clause 6 shall be deemed effective from the date first presentation of a Project was made to the Licensor and shall remain in full force and effect for 10 years from that date.

22. Intellectual property rights. You acknowledge that all intellectual property rights in the Training Materials and the Documentation anywhere in the world belong to the Licensor, that rights in the Training Materials and the Documentation are licensed (not sold) to you, and that you have no rights in, or to, the Training Materials or the Documentation other than the right to use them in accordance with the terms of this license.

23. Licensor's liability. Nothing in this license shall exclude or in any way limit the Licensor's liability for fraud, or for death or personal injury caused by its negligence, or any other liability to the extent that it may not be excluded or limited as a matter of law.

The Licensor shall not be liable under, or in connection with, this license or any collateral contract for:

loss of income;

loss of business profits or contracts;

business interruption;

loss of the use of money or anticipated savings;

loss of information;

loss of opportunity, goodwill or reputation;

loss of, damage to or corruption of data; or

any indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise;

except for matters caused by the Licensor's negligence or willful default (or that of its employees and agents), the Licensor shall not be liable to you for any loss, harm or damage caused to any candidate, candidate's property or your premises for any courses conducted by the Licensor on your premises. You agree to indemnify and hold harmless the Licensor against all cost or losses suffered or incurred by the Licensor due to claims, demands, suits, proceedings, actions, losses, judgments, damages, costs (including all reasonable legal fees), expenses, fines or penalties or actions against the Licensor arising out of or relating to a third party's any alleged harm, loss or damage caused to a candidate's person, property, or to your premises on which the course relevant to such candidate takes place, due to any cause other than the Licensor's negligence or willful default (or that of its employees and agents).

Subject to what is provided above, the Licensor's maximum aggregate liability under or in connection with this License, or any collateral contract, whether in contract, tort (including negligence) or otherwise, shall be limited to a sum equal to \$500.

The Licensor's liability for infringement of third-party intellectual property rights shall be limited to breaches of rights subsisting in the USA.

These terms set out the full extent of the Licensor's obligations and liabilities in respect of the supply of the Training Courses, Training Materials and Documentation. In particular, there are no conditions, warranties, representations or other terms, express or implied, that are binding on the Licensor except as specifically stated in this license.

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24. Termination. The Licensor may terminate this license immediately by written notice to you if you commit a material or persistent breach of this license which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so.

Upon termination for any reason:

all rights granted to you under this license shall cease;

you must cease all activities authorized by this license;

you must immediately pay to the Licensor any sums due to the Licensor under this license; and

you must immediately delete or remove the Training Materials or Documentation from all computer equipment in your possession, and immediately destroy or return to the Licensor (at the Licensor's option) all copies of the Training Materials and Documentation then in your possession, custody or control and, in the case of destruction, certify to the Licensor that you have done so.

25. Transfer of rights and obligations. This license is binding on you and us, and on our respective successors and assigns.

You may not transfer, assign, charge or otherwise dispose of this license, or any of your rights or obligations arising under it, without our prior written consent.

We may transfer, assign, charge, sub-contract or otherwise dispose of this license, or any of our rights or obligations arising under it, at any time during the term of the license.

26. Events outside our control. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations that is caused by events outside our reasonable control (Force Majeure Event).

A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control.

Our performance is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavors to bring the Force Majeure Event to a close or to find a solution by which our obligations may be performed despite the Force Majeure Event.

27. Waiver. If we fail, at any time during the term of this license, to insist upon strict performance of any of your obligations, or if we fail to exercise any of the rights or remedies to which we are entitled, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

A waiver by us of any default shall not constitute a waiver of any subsequent default.

No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

28. General. Any notice required or permitted to be given by either party to the other under these terms shall be in writing.

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If any provision of these terms is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these terms and the remainder of the provision in question shall not be affected thereby.

29. Entire Agreement. These terms and any document expressly referred to in them represent the entire agreement between us in relation to the purchase of Training Courses, Training Materials and Documentation and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

We each acknowledge that, in entering into these terms, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to entering into these terms, except as expressly stated in these terms and conditions.

Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of entering into these terms (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.

30. Our rights to vary these terms and conditions. We have the right to revise and amend these terms and conditions from time to time.

31. Vendor of JMCC also means employee of JMCC