ONLINE LICENSE AND SERVICES AGREEMENT

PLEASE CAREFULLY READ THE FOLLOWING *ONLINE LICENSE AND SERVICES AGREEMENT* BEFORE ACCESSING OR USING THIS RA CHECK PROGRAM.

BY CLICKING THE "I ACCEPT" BUTTON AT THE END OF THIS AGREEMENT, YOU ARE CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, CLICK THE BUTTON THAT INDICATES YOU DO NOT ACCEPT THE TERMS, AND DO NOT ACCESS OR USE THE PROGRAM.

This ONLINE LICENSE AND SERVICES AGREEMENT (this "Agreement") is entered into and made effective as of the date upon which you indicate your assent by clicking the "I ACCEPT" box at the end of this screen (the "Effective Date"), by and between IC Check, LLC ("IC Check"), and the company as identified in the online registration process ("You" or "Customer").

Recitals**:**

WHEREAS, IC Check is a subsidiary of National Air Transportation Association ("NATA"), which is a trade association that provides various services;

WHEREAS, IC Check has the rights to license for access and use by Customer certain Internet-based software applications that help Customer track compliance with certain U.S. federal commercial aviation flight regulations that are identified and made available by IC Check to Customers as "RA Check" or the "RA Check Program" (the "RA Check Program" or simply the "Program");

WHEREAS, IC Check agrees to provide Customer access to the services listed on Exhibit A attached to this Agreement (or in the corresponding "Fee Schedule" pages of the RA Check Program online registration process) (the "Services"); and

WHEREAS, IC Check desires to grant Customer a limited license to access and use the Program and to provide access to the Services to Customer on a non-exclusive basis, and Customer desires to obtain such license and Services, subject to all the terms and conditions of this Agreement.

Agreement:

NOW, THEREFORE, in consideration of the mutual promises and obligations contained herein, the fees paid under this Agreement, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, IC Check and Customer hereby agree as follows:

1.   **Grant of License and Access Rights**.

(a)   License. Subject to the terms and conditions of this Agreement, IC Check hereby grants to Customer, during the Term (as defined below), the non-exclusive, royalty-free, limited, nontransferable, non-assignable (except as otherwise provided in this Agreement) non-sublicenseable right and license, for internal purposes only, to access, operate and use the Program in the United States of America only in machine-readable form via the Internet for the sole purpose of supporting Customer's U.S. commercial aviation operations for the number of aircraft for which Monthly Subscription Fees (as defined below) are paid as provided on Exhibit A attached to this Agreement (the "Permitted Use"). Customer's interest in and obligations with respect to any programming, materials, or data to be obtained from third-party

vendors, whether or not obtained with the assistance of IC Check, shall be determined in accordance with the agreements and policies of such vendors. The license granted to Customer in this Agreement is terminable as provided in Section 9 of this Agreement.

(b)   Access. Customer agrees to limit access to the Program solely to Customer's employees and independent contractors (such employees and independent contractors being referred to as "End-Users") for Customer's internal purposes only and not for general public access or for any use other than the Permitted Use. Customer will employ reasonable security measures with respect to the access to and use of the Program, which in no event may be less protective than the efforts Customer uses to protect its own confidential information, so that the Program is not accessible to unauthorized persons. Customer will also use reasonable efforts to maintain the confidentiality of all passwords and information provided by Customer or by IC Check and to limit the sharing of passwords, account numbers or other confidential information. In any event, IC Check will not be liable for any unauthorized access to the Program. For purposes of this Agreement, any breach or violation of this Agreement by any End-User will be considered a breach or violation of this Agreement by Customer, and Customer will be responsible for any and all such breaches or violations.

(c)   Customer agrees to use the Program and Services solely in accordance with the Documentation. The term "Documentation" means the user manual, any "help" materials included as part of the Program, and any other documents, if any, created or provided by IC Check in connection with the Program, the Services, or both, any or all of which may be made available online.

2.   **Additional Services**.

(a)   Maintenance and Support Services. During the Term, and conditioned upon Customer's payment of the fees provided for in Exhibit A to this Agreement (or on the corresponding "Pricing" or "Fees" pages of the RA Check Program online registration process), IC Check will provide basic maintenance and support services to Customer as described herein (the "Maintenance and Support Services").

Such Maintenance and Support Services shall be limited to IC Check using commercially reasonable efforts during its Standard Service Support Hours (8:00 a.m. - 5:00 p.m. Central Time Monday to Friday excluding nationally recognized holidays) to respond to and to attempt to correct any Program Faults identified by Customer to IC Check Support as provided herein. A "**Program Fault**" means behavior of the Program which does not conform to the specifications therefor in the Documentation. For the avoidance of doubt, a Program Fault does not occur when the Program does not meet a particular need but does conform to the specifications therefor in the Documentation.

IC Check may supply Maintenance and Support Services by itself or by IC Check's appointed agents or independent contractors. IC Check will be under no obligation to provide Maintenance and Support with respect to:

(i)   any software or products other than the Program;
(ii)   incorrect or unauthorized use of the Program or operator error;
(iii)   any fault in Customer's or the authorized end-user's computer equipment; any programs used by Customer in conjunction with the Program; or
(iv)   use of the Program with any web browser, operating system or hardware other than those specified by IC Check as being compatible with the Program.

Customer will appoint two Technical Support Contacts and will provide written notice to IC Check of each Technical Support Contact's name, email addresss, and telephone number. Customer will ensure that all communications with IC Check Support are conducted by the Technical Support Contacts and are directed to IC Check Support by email sent to ICCheckSupport@nata.aero (or such other email address as IC Check may provide to Customer in writing from time to time). IC Check Support will issue an IC Check "Incident Number" which must be referenced by Customer during all communications regarding the Program Fault. At minimum, the following details are to be provided by Customer to IC Check Support:

> (i)   Known details and nature of the Program Fault;
> (ii) System identification – production, test, etc;
> (iii) Severity of the Program Fault;
> (iv) Details of the module affected; and
> (v)   Contact name and (if applicable) a telephone number for after hours calls.

Customer will fully cooperate with and assist IC Check in IC Check's efforts to provide the Maintenance and Support services, including (but not limited to): (i) a reasonable level of responsiveness to IC Check's requirements and communications; (ii) timely transmittal to IC Check of appropriate and accurate documentation and information; and (iii) prompt review and analysis of the work performed by IC Check.

(b)   Hosting Services; Interruption of Service. IC Check will maintain the Program and the Data (as defined below) at its facilities or cause the Program and the Data to be maintained at facilities selected by IC Check, in IC Check's sole discretion.   Subject to the terms of the Agreement and except for reasonable periods of maintenance, IC Check will use commercially reasonable efforts to make the Program available for access by Customer 24 hours per day, 7 days per week, 365 days per year. Access to the Program may be interrupted from time to time as is reasonably necessary for maintenance, upgrades and repair. IC Check will use its commercially reasonable efforts to notify Customer's Technical Support Contacts in accordance with Section 2(b) above by e-mail (using only those e-mail addresses Customer has specifically furnished for this purpose) in advance of any periods of downtime.

3.   **Fees**.

(a)   Payment. Customer agrees to pay IC Check (i) all nonrecurring charges ("Service Initialization Fee"), and (ii) all monthly recurring charges ("Monthly Subscription Fees") during the Term, each as set forth on the Fee Schedule included as Exhibit A to this Agreement (or on the corresponding "Pricing" or "Fees" page of the RA Check Program online registration process) and incorporated by reference in this Agreement.

(b)   Payment Schedule. On the Effective Date, Customer will pay IC Check, by means of a credit card reasonably acceptable to IC Check, an amount equal to (i) the Service Initialization Fee, and (ii) the Monthly Subscription Fee for the first monthly amount. Thereafter, Customer's credit card account will be charged on a monthly basis in advance for the Monthly Subscription Fees for the Services to be provided for such month. IC Check reserves the right to invoice on a pro rata basis for any part of a calendar month to allow for subsequent invoices to be calculated and paid on a calendar month basis. Customer agrees to complete an online credit card authorization form before it begins using the Program (with the exception of a limited thirty (30) day trial use of the Program if authorized by IC Check).

(c)   Late Payments; Other Remedies. If Customer is delinquent in a payment by fifteen (15) days or more, IC Check may, in its sole discretion, notify Customer of such delinquency. If Customer fails to make such delinquent payment within ten (10) days after IC Check gives such notice of delinquency, IC Check may in its sole discretion (i) terminate this Agreement, (ii) in whole or in part suspend or block Customer's access to the Program and the Services until payment in full has been paid, or (iii) require other assurances to secure Customer's payment obligations hereunder. Notwithstanding the foregoing, IC Check shall also be entitled to pursue all other remedies whatsoever.

4.   **End-User Use of Program Subject to Licenses, Agreements and Notices**. The use by the End-Users of the Program is also subject to the terms and conditions of any and all agreements, licenses, and notices communicated to such End-Users in connection with their access to, operation of, or use of the Program.

5.   **Acknowledgment of Intellectual Property Rights and Trade Secrets**.

(a)   Ownership. No ownership in the Program or Services and other information or materials provided by IC Check or its employees, independent contractors or representatives, to Customer or its employees, independent contractors or representatives, including but not limited to (a) the Services, the Program, and any Documentation or information related thereto, in tangible, verbal or electronic form, (b) all non-public information disclosed by one party, or its agent or representative, to the other party, or its agent or representative, under this Agreement, and (c) all information obtained through evaluation of the Program or the Services (collectively the "Confidential Materials"), is transferred to Customer under this Agreement, other than as expressly described herein. All intellectual property rights to any modifications, enhancements or derivative works of or to the Program or Services, whether developed at Customer's request or otherwise, will remain vested in and owned solely by IC Check. As between Customer and IC Check, all right, title and interest, including copyright interests and any other intellectual property, in and to the Program produced or provided by IC Check under this Agreement shall be the property of IC Check. To the extent of any interest of Customer therein, Customer hereby assigns, and upon its creation, hereby automatically assigns, to IC Check the ownership of such Program, including copyright interests and any other intellectual property therein, without the necessity of any further consideration.

6.   Confidentiality. Customer acknowledges that the Confidential Materials are commercially valuable proprietary products of IC Check, which affords IC Check a commercial advantage over its competitors, and that loss of this competitive advantage due to unauthorized disclosure or use of such Confidential Materials would cause great injury and harm to IC Check. Customer acknowledges that the Confidential Materials constitute intellectual property and trade secrets, disclosed to Customer on the basis of the confidential relationship between Customer and IC Check under this Agreement, to be used only as may be expressly permitted by the terms and conditions of this Agreement, and that the restrictions imposed upon Customer by this Section 5 are necessary to protect the secrecy of such proprietary information and prevent the occurrence of such injury and harm to IC Check. Customer represents and warrants to IC Check that it will establish and maintain reasonable procedures to protect the Confidential Materials from unauthorized disclosure or use by Customer and End-Users. Customer covenants that it will not, without the prior written consent of IC Check, disclose, divulge, publish to others or employ to its own advantage, other than as herein provided, the Confidential Materials or any proprietary information of IC Check relating thereto and that it will reveal the same only to those

of its employees, independent contractors, attorneys or auditors who require it for the purpose of Customer's use of and access to the Program and Services hereunder and only to such employees, independent contractors or agents of Customer who are subject to use and disclosure restrictions contained in Customer's written employee / agent policies, which are binding on such employees, independent contractors and agents, or any other written employment or engagement agreement, in either case, which are at least as restrictive as the terms of this Section 5. In no event shall Customer disclose any Confidential Materials of IC Check to any competitor of IC Check.

(a)   Marks. Customer hereby grants IC Check a non-transferable, non-assignable, non-sublicenseable, royalty-free right to use and display Customer's service marks, logos, name and other identifying information as is, in all the foregoing instances, approved in writing in advance by Customer, such approval to be at the complete discretion of Customer (the "Customer Marks"). IC Check acknowledges that it will not have any rights or ownership interest in or to Customer Marks, except as otherwise stated herein.

(b)   Prohibited Actions. Customer may not (i) reverse engineer, decompile, or disassemble the Program or any other aspect of IC Check's technology, (ii) use, copy, or modify the Program, or any copy, adaptation, transcription, or merged portion thereof or (iii) sell, license, lease, sublicense, rent, loan, lend, transmit, network, or otherwise distribute or transfer the Program or the Services in any manner to any third parties. Customer agrees that it will use the Program and Services for its internal purposes only and will not use the Program or Services to provide services to third parties through a service bureau or any other arrangement, other than as expressly permitted herein. So long as Customer complies with its obligations in Section 5, this Agreement will not limit Customer's ability to seek reimbursement from its customers for Customer's software licensing and services costs under this Agreement.

7.   **Infringement**. IC Check will defend, at its own expense, any action against Customer arising out of or based upon any claim that the Program infringes on or misappropriates any third-party intellectual property right;provided, however that Customer must promptly provide written notice to IC Check of any such action, whether filed or threatened against Customer or IC Check, and the failure to so notify will relieve IC Check of its obligations hereunder to the extent such failure to promptly notify IC Check prejudices any of its rights to defend or avoid such action. Customer will cooperate as reasonably requested by IC Check, at IC Check's expense. Customer will have the right to participate in the defense of such action, at Customer's expense. Should any Program become, or in IC Check's opinion be likely to become, the subject of a claim of infringement or trade secret misappropriation as set forth in this Section 6, IC Check shall, at its option and expense as Customer's sole remedy with respect to the portion of the Program alleged to infringe or misappropriate another's intellectual property rights, either: (a) obtain for Customer the right to continue using the Program; (b) replace or modify the Program so that its use becomes non infringing or otherwise lawful; or (c) terminate the license granted hereunder with respect to the infringing Program. Notwithstanding the foregoing, IC Check shall have no liability for any claim of infringement of a patent, copyright or other intellectual property right or trade secret misappropriation, based on the use of the Program: (i) on a computer or other device for which it was not designed; (ii) with any other product not supplied by IC Check; (iii) in any manner or purpose for which the Program were not designed; (iv) if the infringement or misappropriation could have been avoided by Customer's use of the most current version of the Program; (v) if it has been modified by anyone other than IC Check; or (vi) that infringes on intellectual property rights or trade secrets owned by Customer or any of its affiliated companies.

8.   **Representations, Warranties, Disclaimers of Warranty, and Indemnification**.

(a)   <u>Mutual Representations</u>. Each party represents to the other that (i) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against such party in accordance with its terms; (ii) no authorization or approval from any third party is required in connection with the party's execution, delivery, or performance of this Agreement; and (iii) the execution, delivery, and performance of this Agreement does not violate the laws of any jurisdiction or the terms or conditions of any other agreement to which it is a party or by which it is otherwise bound.

(b)   <u>LIMITED WARRANTY MADE / DISCLAIMER OF ALL OTHER WARRANTIES</u>. IC Check warrants that during the Term the Program, as accessed by End-Users, will be free from material defects and will conform to the functionality described in the Documentation for a period of ninety (90) days from the date that the Program is first accessed by Customer. If during the foregoing ninety (90) day warranty period the Program proves to be defective, IC Check will, with all due diligence, fix or correct the defect at IC Check's sole expense as Customer's sole remedy for any breach of warranty hereunder. THIS IS A LIMITED WARRANTY AND IT IS THE ONLY WARRANTY MADE BY IC CHECK. CUSTOMER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY PROVIDED IN THE IMMEDIATELY PRECEDING SENTENCES, THE PROGRAM AND SERVICES ARE BEING MADE AVAILABLE AND PROVIDED TO CUSTOMER ON AN "AS IS" BASIS AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTY WHATSOEVER. IC CHECK MAY, IN ITS SOLE DISCRETION, FIX OR CORRECT ANY DEFECTS OR BUGS IN THE PROGRAM BUT SHALL NOT BE LEGALLY OBLIGATED TO DO SO EXCEPT FOR THE MAINTENANCE AND SUPPORT SERVICES SPECIFIED IN SECTION 2(b) OF THIS AGREEMENT. THE PARTIES HAVE NEGOTIATED THIS AGREEMENT WITH DUE REGARD FOR THE PARTIES' BUSINESS RISKS ASSOCIATED WITH USE OF THE PROGRAM AND RECEIPT OF THE SERVICES. THUS, ALL WARRANTIES ARE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING ANY FAILURE OF PURPOSE OF ANY LIMITED REMEDY. NO WARRANTIES, EXPRESS AND IMPLIED, ARE MADE WITH RESPECT TO THE PROGRAM OR THE SERVICES, AND IC CHECK HEREBY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, ACCURACY, COMPLETENESS, CURRENTNESS OR LACK OF DELAYS. IC CHECK DOES NOT WARRANT THAT THE PROGRAM WILL PERFORM UNINTERRUPTED OR ERROR FREE. NOR DOES IC CHECK WARRANT THAT THE PROGRAM OR SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR RESULT IN INCREASED REVENUES OR PROFITS OF CUSTOMER. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY IC CHECK, ITS AGENTS, INDEPENDENT CONTRACTORS OR EMPLOYEES WILL IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY. IC CHECK HAS NO LIABILITY FOR VIOLATION OF LAWS OR REGULATIONS BY CUSTOMER, END USERS OR OTHER USERS OF THE PROGRAM OR SERVICES.

(c)   <u>DISCLAIMER REGARDING THIRD PARTY INFORMATION</u>. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE RA CHECK PROGRAM UTILIZES AND DEPENDS UPON MATERIALS, DATA, TOOLS, ANALYSES, ALGORITHMS, AND OTHER INFORMATION (COLLECTIVELY THE "THIRD PARTY INFORMATION") DEVELOPED, PREPARED, UPDATED, AND/OR MODIFIED BY OTHER ENTITIES AND PERSONS, NOT BY IC CHECK, AND OVER WHICH IC CHECK

HAS MINIMAL OR NO CONTROL. EXAMPLES OF SUCH THIRD PARTY INFORMATION INCLUDE (BUT ARE NOT LIMITED TO) THE FLIGHT RISK ASSESSMENT TOOL ("FRAT") DEVELOPED BY THE FEDERAL AVIATION ADMINISTRATION ("FAA"), INFORMATION REGARDING AIRPORT AND AIR TRAFFIC OPERATIONS, HAZARDS, AND SAFETY MANAGEMENT, AIRPORT AND AIRCRAFT OPERATING ENVIRONMENTS AND CONDITIONS, AND PILOT AND CREW QUALIFICATIONS, TRAINING, EXPERIENCE, PREPARATION, AND FITNESS. EXAMPLES OF THIRD PARTIES GENERATING, PREPARING, MODIFYING, AND/OR UPDATING SUCH THIRD PARTY INFORMATION INCLUDE (BUT ARE NOT LIMITED TO) THE FAA, FEDERAL, REGIONAL, STATE, AND LOCAL GOVERNMENTAL AUTHORITIES, AIRPORT AND AIRCRAFT OPERATORS, AND AVIATION INDUSTRY COMPANIES AND REPRESENTATIVES. IC CHECK AND THE PROGRAM RELY UPON THE THIRD PARTY INFORMATION PREPARED AND PROVIDED BY SUCH THIRD PARTIES. IC CHECK CANNOT AND DOES NOT INDEPENDENTLY VERIFY SUCH THIRD PARTY INFORMATION. IC CHECK USES REASONABLE BUSINESS EFFORTS TO ATTEMPT TO OBTAIN UPDATED THIRD PARTY INFORMATION FROM TIME TO TIME TO INCLUDE IN THE PROGRAM, BUT IC CHECK CANNOT GUARANTEE THAT ANY SPECIFIC THIRD PARTY INFORMATION AND/OR THE PROGRAM ITSELF IS COMPLETELY UP TO DATE.

THEREFORE, CUSTOMER ACKNOWLEDGES AND AGREES THAT IC CHECK AND ITS EMPLOYEES, OWNERS, OFFICERS, DIRECTORS, AFFILIATES, AND REPRESENTATIVES ARE NOT RESPONSIBLE FOR ANY THIRD PARTY INFORMATION INCLUDED IN OR USED BY THE PROGRAM, NOR FOR ANY CONSEQUENCES, WHETHER FORESEEABLE OR NOT, OF ANY ERRORS OR INACCURACIES IN SUCH THIRD PARTY INFORMATION AND/OR THE PROGRAM.

(d) CUSTOMER'S ASSUMPTION OF RISK AND RELEASE OF LIABILITY. CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT AVIATION IS AN INHERENTLY DANGEROUS ACTIVITY THAT ENTAILS RISKS, INCLUDING (BUT NOT LIMITED TO) HAZARDS OF INACCURATE OR OUTDATED INFORMATION, AIRCRAFT OPERATOR ERROR, AIR TRAFFIC CONTROL ERRORS, AIRCRAFT STRUCTURAL OR MECHANICAL FAILURE, WEATHER CONDITIONS AND OTHER FORCES OF NATURE, ACTIONS OF OTHER PERSONS, AND INDIVIDUAL ERRORS IN JUDGMENT. CUSTOMER IS FURTHER AWARE THAT THE AFOREMENTIONED DANGERS AND RISKS OF AVIATION COULD RESULT IN DEATH, INJURY, PROPERTY LOSS, AND/OR OTHER LOSS OR DAMAGE TO CUSTOMER AND CUSTOMER'S CREW, PASSENGERS, CLIENTS, EQUIPMENT, AND CARGO. CUSTOMER ALSO ACKNOWLEDGES THAT THERE IS NOT ANY AMOUNT OF CARE OR PRECAUTIONS THAT IC CHECK CAN TAKE THAT CAN ELIMINATE THESE AND OTHER DANGERS OF AVIATION. THEREFORE, CUSTOMER HEREBY VOLUNTARILY ASSUMES, ON BEHALF OF ITSELF AND ITS END-USERS, CREW, PASSENGERS, CUSTOMERS, EQUIPMENT, AND CARGO, FULL RESPONSIBILITY FOR THESE AND ALL OTHER DANGERS AND RISKS RELATED TO CUSTOMER'S AND ITS END-USERS' USE OF THE RA CHECK PROGRAM.

CUSTOMER FURTHER UNDERSTANDS AND ACKNOWLEDGES THAT THE RA CHECK PROGRAM ONLY PROVIDES AN ASSESSMENT OF POTENTIAL RISKS AND IS NOT AND CANNOT BE A REPLACEMENT FOR THE INDEPENDENT JUDGMENT AND EXPERIENCE OF AIRCRAFT OPERATORS, AIR TRAFFIC MANAGEMENT OFFICIALS, GOVERNMENTAL AUTHORITIES, AND OTHERS IN THE AVIATION INDUSTRY. THE

PROGRAM IS MERELY TO BE UTILIZED AS A SUPPLEMENT TO ASSIST CUSTOMER AND ITS END-USERS IN THE PERFORMANCE OF THEIR DUTIES AND ACTIVITIES. CUSTOMER ACKNOWLEDGES THAT MISUSE OF AND/OR MISPLACED RELIANCE UPON THE PROGRAM, AND EVEN PROPER USE OF THE PROGRAM IN SOME CIRCUMSTANCES, CAN NEVERTHELESS LEAD TO DEATH, INJURY, PROPERTY LOSS, AND/OR OTHER LOSS OR DAMAGE TO CUSTOMER AND CUSTOMER'S CREW, PASSENGERS, CLIENTS, EQUIPMENT, AND CARGO. CUSTOMER THEREFORE AGREES TO ASSUME ANY AND ALL LIABILITY ARISING FROM SUCH USE, RELIANCE, AND/OR MISUSE OF THE PROGRAM BY CUSTOMER OR ITS END-USERS. IN PROVIDING CUSTOMER AND ITS END-USERS WITH ACCESS TO AND USE OF THE RA CHECK PROGRAM, IC CHECK ASSUMES NO DUTIES TO CUSTOMERS' END-USERS, CREW, PASSENGERS, CUSTOMERS, EQUIPMENT, AND CARGO. NOTHING IN THIS AGREEMENT NOR IN THE RA CHECK PROGRAM, ONLINE REGISTRATION PROCESS, WEB SITE, OR DOCUMENTATION SHALL BE CONSTRUED TO MAKE SUCH END-USERS, CREW, PASSENGERS, OR CUSTOMERS THIRD PARTY BENEFICIARIES NOR TO GRANT THE SAME ANY RIGHTS AND/OR BENEFITS UNDER THIS AGREEMENT.

CUSTOMER, ON BEHALF OF ITSELF AND ITS END-USERS, HEREBY FOREVER RELEASES, WAIVES, AND DISCHARGES IC CHECK, ITS OFFICERS, EMPLOYEES, DIRECTORS, SHAREHOLDERS, OPERATORS, AGENTS, INSTRUCTORS, PILOTS, AFFILIATES, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL DEMANDS, CLAIMS, CAUSES OF ACTIONS, AND DAMAGES THAT CUSTOMER OR ITS END-USERS NOW HAVE OR MAY HAVE BY REASON OF DEATH, INJURY, PROPERTY LOSS, AND/OR OTHER LOSS OR DAMAGE TO CUSTOMER OR CUSTOMER'S CREW, PASSENGERS, CLIENTS, EQUIPMENT, OR CARGO.

(e)   General Indemnification. Customer will defend, indemnify and hold harmless IC Check and its employees, owners, officers, directors, affiliates, and representatives, from any and all claims, actions, judgments, settlements, liabilities, damages, penalties, fines, losses, costs, and expenses (collectively the "Claims") arising out of or based upon Customer's or Customer's employees', contractors', agents', or other End-Users' (i) negligence or willful misconduct or (ii) breach of this Agreement or the terms and conditions governing the use of the Program or the Services. IC Check agrees to give Customer prompt written notice of any such Claim and furnish Customer with reasonable assistance in the defense of any such Claim at Customer's expense. Customer shall not enter into any settlement or compromise of any such Claim without IC Check's prior written consent, which shall not be unreasonably withheld.

9.   **Use of End-User Data**. Customer agrees that it is solely responsible for collecting, inputting and updating all data related to Customer's Permitted Use of the Program and Services. Such data, and all other data generated in connection with Customer's use of the Program, is collectively referred to herein as the "Data". If an End-User selects the option in the Program that authorizes IC Check and its affiliates to report Data to the Federal Aviation Administration, then IC Check and its affiliates will be authorized to report such Data to the Federal Aviation Administration. IC Check and such affiliates may also do the following with the Data in its aggregated or de-identified form:

(a)   use the Data in any aggregate or statistical reports without prior approval from Customer,

(b)   transfer and/or disclose such aggregate Data upon a sale of IC Check or an affiliate or their respective assets or other form of reorganization, but only to the other party to such transaction, and subject to the same restrictions as herein,

(c)   disclose such Data in a summary report that does not show, display or indicate customer specific or customer identifying information,

(d)   provide such Data to a third party service provider, for analytical purposes, and

(e)   use the aggregate Data (without personally identifiable information) to compare with other organizations within the same industry or group; provided, however that IC Check and its affiliate(s) may not release or share Customer's identity when performing the comparisons.

The Data used pursuant to clauses (a) through (e) of the immediately preceding sentence shall not be considered Confidential Materials when such Data is in its aggregated or de-identified form. IC Check agrees, acknowledges, warrants and represents that it shall treat the non-aggregated Data as Confidential Materials, consistent with Section 5 above.

10.   **Term**. The term of this Agreement will commence as of the Effective Date and will continue until terminated by either party upon thirty (30) days prior written notice or as otherwise provided in this Agreement. Any notice of termination given hereunder shall be effective on the final day of the month immediately following the month in which such notice is given to the other party. (By way of example only, if notice of termination is given on July 15, such termination shall be effective on August 31.) The term of this Agreement, as it may be so terminated, is referred to herein as the "Term". Notwithstanding the foregoing, this Agreement may also be terminated by IC Check in accordance with Section 3(c) if Customer defaults in the payment of any amounts due IC Check under this Agreement, and such termination shall be effective immediately upon written notice by IC Check or on such other effective date as IC Check shall provide in the written notice of termination.

11.   **Effect of Termination**. Upon the effective date of any termination of this Agreement (a) all licenses granted hereunder will immediately terminate, (b) Customer and all of Customer's End-Users will immediately cease use of the Program provided by IC Check, (c) Customer will pay IC Check any fees due to IC Check under this Agreement for access to or use of the Program and Services through the effective date of such termination, and (d) IC Check will return to Customer all Data that is not de-identified or aggregated of Customer that IC Check then possesses in either printed or PDF format.

12.   **LIMITATION OF LIABILITY AND DAMAGES**. IN NO EVENT SHALL IC CHECK OR ANY AFFILIATE BE LIABLE FOR LOSS OF DATA OR RECORDS OF CUSTOMER OR END-USERS, IT BEING UNDERSTOOD THAT CUSTOMER SHALL BE RESPONSIBLE FOR ASSURING PROPER AND ADEQUATE BACK-UP AND STORAGE PROCEDURES. EXCEPT FOR ANY BREACH OR VIOLATION BY CUSTOMER OF SECTION 5 AND CUSTOMER'S INDEMNIFICATION OBLIGATIONS WITH RESPECT TO CLAIMS MADE UNDER SECTION 7(e), IN NO EVENT WILL EITHER PARTY BE LIABLE FOR, AND THE PARTIES HEREBY WAIVE AS TO ONE ANOTHER, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, AND/OR PUNITIVE DAMAGES INCURRED BY THE OTHER PARTY, ARISING FROM OR RELATED TO THIS AGREEMENT, THE PROGRAM, THE SERVICES, OR EITHER PARTY'S PERFORMANCE OR NONPERFORMANCE UNDER THIS AGREEMENT. SUCH DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF DATA, LOSS OF USE OF MONEY OR PRODUCTS, LOSSES DUE TO ANY INABILITY OF ANY END-USER TO ACCESS THE PROGRAM OR SERVICES, LOSS OF

GOOD WILL AND/OR BUSINESS REPUTATION, LOST PROFITS OR REVENUE, ADDITIONAL LABOR COSTS, AND LOST TIME OR OTHER ECONOMIC LOSS. THE ABOVE LIMITATIONS APPLY WHETHER OR NOT SUCH LOSSES OR DAMAGES ARE BASED IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, EVEN IF THE NON-DAMAGED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE ABOVE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. UNDER NO CIRCUMSTANCES SHALL THE AGGREGATE CUMULATIVE LIABILITY OF IC CHECK AND ANY OF ITS AFFILIATES, ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID BY CUSTOMER TO IC CHECK UNDER THIS AGREEMENT.

13. **INDEPENDENT ALLOCATIONS OF RISK**. THE PARTIES ACKNOWLEDGE THAT IC CHECK SET ITS PRICES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES, LIABILITY, AND DAMAGES AND THE ASSUMPTIONS OF RISK SET FORTH HEREIN (INCLUDING, BUT NOT LIMITED TO, ALL THOSE SET FORTH IN SECTIONS 7 AND 11 HEREIN). EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, ASSUMPTION OF RISK, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THESE PROVISIONS FAIL THEIR ESSENTIAL PURPOSE.

14. **Independent Contractors**. The relationship of the parties established by this Agreement is that of independent contractors, and nothing contained in this Agreement should be construed to give either party the power to (a) act as an agent, (b) direct or control the day-to-day activities of, or (c) bind or obligate the other. Financial and other obligations associated with each party's business are the sole responsibility of that party.

15. **Notices**. Any notice required or permitted to be given under this Agreement must be given in writing and will be effective if sent by email to the appropriate party at the email address set forth in the online registration process.

16. **Non-Assignability and Binding Effect**. Neither party may assign its rights and obligations under this Agreement without the written consent of the other, except that IC Check may make such an assignment without Customer's consent in the event of a sale of IC Check or substantially all of their respective assets or other form of reorganization, but only to the other party to such transaction.

17. **Force Majeure**. Nonperformance of either party will be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts, orders or restrictions, Internet or other network infrastructure failures beyond the control of such party or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing party.

18. **Compliance With Laws**. Each party hereto agrees to comply with all applicable laws in connection with this Agreement.

19.   **Governing Law and Litigation**. The laws of the State of Virginia govern this Agreement without giving effect to provisions related to choice of laws or conflict of laws. The prevailing party in any lawsuit arising from or relating to this Agreement is entitled to recover its costs, including reasonable attorney fees. EACH OF THE PARTIES HERETO IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE COURTS OFFAIRFAX COUNTY, VIRGINIA AND THE U.S. DISTRICT COURT FOR THE EASTERN DISTRICT OF VIRGINIA. EACH OF THE PARTIES HERETO AGREES TO COMMENCE ANY ACTION, SUIT OR PROCEEDING RELATING HERETO IN THE STATE COURTS OF FAIRFAX COUNTY, VIRGINIA OR THE U.S. DISTRICT COURT FOR THE EASTERN DISTRICT OF VIRGINIA.

20.   **Waiver and Severability**. The waiver by either party of any breach of this Agreement does not waive any other breach. A party's failure to insist on strict performance of any covenant or obligation under this Agreement will not be a waiver of the party's right to demand strict compliance in the future, nor will the same be construed as a novation of this Agreement. If any part of this Agreement is unenforceable, the remaining portions of this Agreement will remain in full force and effect.

21.   **Drafting and Interpretation**. No ambiguity will be construed against any party based upon a claim that that party drafted the ambiguous language. The headings appearing at the beginning of several sections contained in this Agreement have been inserted for identification and reference purposes only and must not be used to construe or interpret this Agreement. Whenever required by context, a singular number will include the plural, the plural number will include the singular, and the gender of any pronoun will include all genders.

22.   **Entire Agreement**. This Agreement, including any exhibits and any related "click-wrap" End-User agreements or disclaimers included with the RA Check Program or the RA Check Program online registration process, is the final and complete expression of all agreements between these parties and supersedes all previous oral and written agreements regarding these matters. This Agreement may be changed only by a written agreement signed by the party against whom enforcement is sought. The exhibits referred to in this Agreement are incorporated by this reference as if fully set forth here.

23.   **Third Party Beneficiaries**. The parties agree that this Agreement is binding on them and that, with the exception of the disclaimers, limitations of liability, indemnification rights, and other rights extending to IC Check affiliates, officers, employees, directors, shareholders, operators, agents, instructors, pilots, successors, and assigns as set forth in Sections 7(b), 7(c), 7(d), 7(e), 8, and 11 above, this Agreement does not and will not be interpreted to benefit or create any rights of any third parties.

24.   **Taxes**. Any and all taxes, assessments, permits and fees, however designated, that are assessed in connection with this Agreement or its performance will be borne by Customer. Such taxes, assessments, permits and fees may include, but will not be limited to, surcharges, import and export duties, sales taxes, value-added taxes, use taxes, and excise taxes, regardless of the authority or jurisdiction assessing such taxes, assessments, permits and fees. IC Check will be promptly reimbursed by Customer for any and all taxes, assessments, permits and fees that IC Check may be required to pay in connection with this Agreement or its performance.

25.   **Government Requirements**. Customer agrees to comply with, and its End-Users to comply with, all applicable export and import laws and regulations of the U.S. Department of Commerce or other U.S. or foreign agency or authority, and not export, import or allow the export or import of the Program in violation of any such laws or regulations. The Program and the Documentation are provided

with "RESTRICTED RIGHTS" applicable to private and public licenses alike. Without limiting the foregoing, use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in this Agreement and as provided in DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013 (c)(1)(ii)(OCT 1988), FAR 12.212(a)(1995), FAR 52.227-19, or FAR 52.227-14, as applicable.

26. **Execution in Counterparts and Electronically**. The Agreement may be executed in counterparts, each of which will be deemed an original, but all of which taken together will constitute but one and the same instrument. The Agreement is a "click-wrap" agreement and may be executed and delivered by electronic means. The parties agree that such electronic execution and delivery will have the same force and effect as delivery of an original document with original signatures.

27. **Injunctive Relief**. Notwithstanding the foregoing, however, it is agreed that any breach of this Agreement by Customer or any End-User making any unauthorized use of the Program or Confidential Materials will cause immediate and irreparable harm to IC Check. In the event of any such breach by Customer or any End-user, IC Check shall be entitled to pursue immediate and interim injunctive relief from any court of competent jurisdiction to restrain such unauthorized use or conduct.

28. **Survivability**. Sections 4, 5, 6, 7(b), 7(c), 7(d), 7(e), 8, 11, 12, 14, 18, 19, 20, 21, 22, 23, 26, 28, this Section 27, and all unpaid payment obligations of a party will survive the termination of this Agreement.

29. **Limitation of Actions**. No action arising out of this Agreement, regardless of the form of action, may be brought by Customer more than one (1) year after the cause of action has accrued.

30. **Electronic Contract; Execution of Agreement**. This Agreement is an electronic contract. By clicking on the "I ACCEPT" button at the bottom of this page, You (Customer) are hereby consenting to be bound by and are becoming a party to this Agreement. If You do not agree to all of the terms of this Agreement, click the button that indicates You do not accept the Agreement and its terms, and do not access or use the Program. You further understand and agree that clicking or pressing on the "I ACCEPT" button is the electronic equivalent of a written signature on this document.

IN WITNESS WHEREOF, Customer has executed this Agreement by a duly authorized representative as of the Effective Date (as defined above) determined electronically.

EXHIBIT A

FEE SCHEDULE

Customer elects to license the Program from IC Check for the Permitted Use in connection with the number of aircraft indicated below in accordance with the terms and conditions of the *Online License and Services Agreement* to which this Exhibit A is attached. All Fees will be due as provided in the *Online License and Services Agreement*.

Service Initialization Fee:				
$_N/A__ one time fee				

Monthly Subscription Fee:

	For 1-3 Aircraft (each)	For 4-10 Aircraft (each)	For 11-30 Aircraft (each)	For 30+ Aircraft
NATA Members	$79.95	$63.95	$47.95	Inquire
Non Members	$99.95	$79.95	$63.95	

SERVICES

IC Check agrees to provide the following Services in accordance with the terms and conditions of the Online License and Services Agreement to which this Exhibit A is attached. All Service Fees will be due within 30 days of invoice.

Service	Service Fee
Documentation covering the following: - Setup and Configuration Manual - Users' Manual	N/A
Hosting Services: -Host database offsite -Data backup -Disaster recovery services -Business hour telephone and email support.	N/A