

CUSTOM REPORT/PROJECT AGREEMENT BETWEEN JETNET LLC & AVIAGLOBAL GROUP LLC

February 9, 2022

REF: DJ

1. **LIMITATION ON USE.** The use of the data supplied by JETNET shall be limited to the Customer AviaGlobal Group LLC location 866 Washtenaw Drive NE, Grand Rapids, MI 49505 USA and to the computer hardware of Customer. The data supplied by JETNET shall not be copied or used elsewhere. Customer agrees that it shall not use the data supplied by JETNET for the purpose of either buying or selling aircraft.
2. **NON-COMPETE.** Customer agrees that it shall not use JETNET's data or software applications in any manner to compete with JETNET in JETNET's business.
3. **ELIGIBILITY.** Customer represents to JETNET they are a bona fide aircraft service, maintenance, or product provider. The Customer represents to JETNET that all times during the term of this Agreement it shall be eligible for such services and acknowledges that JETNET has the right, at any time, to deny services if the Customer is not eligible.
4. **CONFIDENTIALITY.** The Customer acknowledges that the data and software which will be supplied to it by JETNET is confidential and the property of JETNET. The Customer agrees that it shall not, in any form, transfer any information, computer data or computer software received by it from JETNET to any third party whether such transfer is for consideration or not. The Customer agrees that it shall not copy the information, computer data or computer software received by it from JETNET, except as may be necessary for the legitimate use by it or its employees in furtherance of its business. The Customer agrees that, in the event of a breach of this provision, JETNET shall be entitled to immediately terminate service to the Customer and to seek monetary damages or injunction relief as may be appropriate.
5. **REPRESENTATIONS AND WARRANTIES OF CUSTOMER.** Customer hereby warrants and represents that it will make all payments required in a timely manner, that it will not copy, disclose, sell, or distribute data provided by JETNET to third parties, that it will notify JETNET of any defects in the computer software and it will voluntarily return computer software and data to JETNET or its designated agent upon termination of this Agreement.
6. **LIABILITY OF JETNET.** JETNET makes no representations or warranties concerning the accuracy and adequacy of any data it provides. JETNET shall not be liable, in any manner, for the Customer's reliance on the data. In no event shall JETNET be liable for any direct, indirect, special or consequential damages in connection with or arising out of furnishing data, software or equipment to the user.
7. **DEFAULT, SECURITY FOR PERFORMANCE.** In the event the Customer defaults in any payment required, or any other provisions of this Agreement, JETNET shall have the right, without notice to the Customer, to terminate this Agreement and to declare all amounts due to be immediately due and payable. If Customer fails to satisfy any of the terms of this Agreement, JETNET shall have the right to discontinue service and demand payment from Customer for the full term of this Agreement. JETNET shall also have the right to deny further services to the Customer without any liability. In addition, the Customer shall be responsible for all costs and expenses, including reasonable attorney's fees, incurred by JETNET in the collection of amounts due.
8. **GOVERNING LAW.** This Agreement shall be governed by and construed under the laws of the State of New York.
9. **ASSIGNMENT.** Neither this Agreement nor the rights hereunder may be assigned by the Customer without the prior written consent of JETNET.
10. **NOTICES.** All notices required hereunder shall be deemed sent if mailed by certified mail, return receipt requested.

SPECIFICS:

A one-time pull of all in operation Gulfstream G150 aircraft with basic spec information and owner/operator contact details. Delivered via email in excel format.

Datapoints:

- **Aircraft Make/Model/Serial #/Registration #/Base IATA/Base State/Base Country**
- **Relationship to Aircraft**
- **Owning Company Name/Address/City/State/Zip/Country/Primary Business Type/Email/Website/Office #/Mobile #**
- **Owning Company Contact Name/Title/Email/Office #/Mobile #**
- **Operating Company Name/Address/City/State/Zip/Country/Primary Business Type/Email/Website/Office #/Mobile #**
- **Operating Company Contact Name/Title/Email/Office #/Mobile #**

PRICE: \$850.00

PAYMENT: please provide indicate one of the following: VISA MASTERCARD AMERICAN EXPRESS

Customer hereby grants JETNET permission to charge the credit card listed below for the fee of this report.

Account # _____ Expiration Date _____ CW2 Code _____

Print Name _____ Signature _____

EXECUTION: The parties have executed this agreement on _____, 2022.

JETNET LLC

AVIAGLOBAL GROUP LLC

Paul Cardarelli, Vice President of Sales

Lee Carlson, Co-Founder

