

TAG AERO
MRO Services
Terms and Conditions

**TAG AERO, LLC
MRO SERVICES
TERMS AND CONDITIONS**

1. DEFINITIONS.

“Applicable Law” means all applicable laws including all statutes, treaties, conventions, judgments, decrees, injunctions, writs, and orders of any court, governmental agency, or authority and rules, regulations, orders, directives, licenses, and permits of any governmental body, instrumentality, agency, or authority as amended and revised from time to time, and any judicial or administrative interpretation, of any of the same, including the airworthiness certificate issued for the Equipment, the Cape Town Convention, the Aircraft Protocol, the Convention, the International Registry Procedures and the International Registry Regulations, all FARS, Special FARS, airworthiness directives, or any of the same relating to noise, the environment, national security, public safety, exports, or imports, anti-money laundering, anti-terrorism, economic sanctions, or contraband.

“Business Day” means a day other than a Saturday or Sunday on which the banks in New York, New York are open for the transaction of business of the type required by this Agreement and not being a Saturday, Sunday, or public holiday in that place.

“Completed Article” means Equipment on which TAG Aero has completed its Services.

“Delivery” means TAG Aero’s notification to Client of completion of Services under this Agreement and receipt of the Completed Articles by the Client or Client’s nominated freight agent (including Delivery by, or arranged by, TAG Aero).

“Delivery Date” means the date and time on which TAG Aero has notified Client of completion of Services under this Agreement.

“Delivery Location” means for Completed Articles F.O.B. the TAG Aero facility at which the Services were completed.

“Dollars” or “\$” means the lawful currency of the United States of America.

“EASA” means the European Aviation Safety Agency.

“Effective Date” means the date this Agreement is fully executed.

“Equipment” means, individually or collectively, as the case may be, Auxiliary Power Units “APUs” and associated line replaceable units “LRUs”, together with all records and any other Client property furnished by or on behalf of the Client to TAG Aero and upon which or in relation to which Services are or are not to be performed by TAG Aero.

“FAA” means the U.S. Federal Aviation Administration or the Administrator of the Federal Aviation Administration and the Department of Transportation, or any person, governmental

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department, bureau, authority, commission, or agency succeeding to the functions of any of the foregoing, including, where applicable, the Transportation Security Administration.

“FAA Counsel” means Taft Stettinius & Hollister LLP, One Indiana Square, Suite 3500, Indianapolis, Indiana 46204, or such other counsel as TAG Aero may designate.

“FARs” means the U.S. Federal Aviation Regulations and any Special Federal Aviation Regulations (Title 14 CFR Part 1, *et seq.*), together with all successor regulations.

“Manufacturer” means each original equipment manufacturer “OEM” for any Equipment, or Part and its successors and assigns.

“OFAC” means the Office of Foreign Assets Control of the United States Treasury Department.

“Proposal” means any written term sheet proposal to be attached to these T&Cs as an Exhibit specifying scope of services and pricing offered and provided by TAG Aero to Client, together with these T&Cs, which are each subject to a definitive Maintenance Services Agreement “MSA.”

“Quote” means a specific offer by TAG Aero to perform MRO services, subject to the terms of a Proposal and these T&Cs.

“Part” or “Parts” mean any appliances, avionics, components, parts, instruments, appurtenances, accessories, and other equipment of whatever nature incorporated or installed or positioned in or on or attached to the Equipment, which may from time to time be incorporated or installed in or attached to the Equipment.

“Parties” means TAG Aero and Client.

“Taxes” means any taxes, duties and related fees applicable in the United States, imposed or levied by the authorities in the United States against any payments in connection with TAG Aero’s invoices covering work performed under this Agreement.

“Training” TAG Aero will provide, free of charge, up to two training sessions for two-day periods at Client or at a TAG Aero facility. Client will provide airfare and hotel accommodations for travel for training personnel to the Client facility. Training will consist of on-the-job, hands-on, and formal classroom training for line maintenance and troubleshooting. For TAG Aero staff incurred travel expenses, limited to airfare and hotel accommodation, Client will reimburse the expenses subject to prior agreement by the Parties.

“Transportation Costs” means transportation, loading, and freight charges, with responsibility as described in the Proposal, except as specified following:

(a) All transportation costs are the responsibility of the client unless otherwise agreed in advance in writing.

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(b) Any additional charges incurred in loading, unloading, installation, and dismantling Equipment are the responsibility of the Client.

(c) Transportation Costs for export and import, export licenses, and customs and duties costs are the responsibility of Client.

(d) All Transportation Costs and related expenses for TAG Aero employees that are required to travel to any Client site for field support, are the responsibility of Client (no charge for routine visits or audits).

“Turn-Around Time” or “TAT” means the time period in business days from date of receipt to the date that customer is notified that the unit is ready for collection excluding customer hold time in business days

2. QUOTES. Quotes will be deemed to incorporate this T&C by reference, but if a conflict occurs between the terms of a Quote and this T&C, the terms of the T&C will govern.

(a) “Repair Orders.” By dispatching Equipment to TAG Aero or authorizing its pickup by TAG Aero, Client issues a repair order (“RO”) for the Services. Client authorizes TAG Aero to perform a teardown and evaluation, including full disassembly and inspection to OEM specifications, of the Equipment (“T&E”).

(b) After TAG Aero has completed its T&E, TAG Aero will provide Client with a Quote for MRO services (“Services”).

(c) TAG Aero’s Quote will include the following:

(i) the estimated price, on a time and material basis, for the Services.

(ii) The TAT, which will commence after the date that the APU has been inducted at a TAG Aero facility, quoted, and upon the date that a Quote is approved by Client, and which will stop running upon TAG Aero’s completion of Services and notification to Client that Completed Article is ready for Shipment.

(d) The price for Services shall be the price set out in the Quote. TAG Aero price lists and general quotations do not constitute offers made by TAG Aero and, in any event, TAG Aero may refuse to accept a RO or to issue a Quote.

(e) After receiving the Quote, Client may (i) accept the Quote, or (ii) decline the Quote and provide TAG Aero with instructions as to how to dispose of or return the Equipment. If Client accepts a Quote, that Quote will be deemed to be Client’s acceptance of an offer by TAG Aero to form a contract pursuant to the terms of the Quote and the T&C. Client’s written acceptance of a Quote will constitute acceptance of TAG Aero’s offer and the formation of a separate contract between Client and TAG Aero.

3. DELIVERY AND ACCEPTANCE.

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(a) Delivery to the Client will be deemed effective upon receipt of the Completed Article by the Client or Client's nominated freight agent (including Delivery by TAG Aero). Title of Equipment will at all times remain with the Client.

(b) If the Client (1) rejects the Quote, (2) does not respond to the Quote within thirty-five Business Days, (3) requests that TAG Aero store Client's Equipment, or (4) fails to take Delivery of a Completed Article within ten Business Days of notification by TAG Aero of the completion of the work, TAG Aero may charge reasonable storage fees.

4. EXCUSABLE DELAY. If performance of the Services is delayed for any cause not reasonably within the control of TAG Aero, then the TAT for such Services will be extended for a period equivalent to the time lost because of any such causes. This will include, but not be limited to (and TAG Aero will not be liable for), any delay caused by: (1) Client's failure to promptly pay customs duties; (2) Client's failure to provide an end-use/end-user certification; (3) non-availability of parts, materials, or components from suppliers; or (4) the action (or failure to act) of any governmental agency (including, but not limited to, an agency's denial of, or delays in, export authorization).

5. METHOD OF PAYMENT.

(a) TAG Aero will send an invoice to Client for each RO upon completion of the Articles. Client will pay all invoices in United States' funds. Client will make payment based on terms agreed in advance which may be prepay up to net thirty calendar days. All payments due by Client shall not be subject to a right of deduction or set-off by reason of any claim of Client arising out of a RO or any other transaction with TAG Aero or any duties or Taxes. At time of payment, Client will identify the invoice to which the payment relates.

(b) Any past due accounts will have interest accruing at a rate of two percent (2%) per month. Any payments made on past due accounts will first be applied to collection costs and expenses, then late payment fees, then to interest, then to the principal. Payment of late payment fees and interest will not waive TAG Aero's right to terminate this Agreement as otherwise provided in this Agreement. If any Client does not make payment within thirty calendar days of due date, the Client will be in breach of the terms of this Agreement. If the Client has breached this Agreement or becomes subject to any of bankruptcy, receivership, or insolvency proceeding, TAG Aero may, without notice, and terminate this Agreement without court order.

(c) Client will make all payments to TAG Aero under this Agreement by wire transfer of immediately available funds directly to the TAG Aero account identified in this Agreement. The Parties acknowledge that United States Dollars will be currency of account in all events between the Parties.

6. TAXES. Except as otherwise expressly provided in this Agreement, the Quote is exclusive of, and Client agrees to pay in addition to the Quote, all sales, use, excise, value-added, withholding or similar Taxes, fees, duties, or tariffs, together with any penalties, fines, charges, or interest, imposed by any domestic or foreign taxing authority on or related to the Services, and on or related to use, transfer, or Delivery of Equipment in connection with the performance of this Agreement. TAG Aero will be solely responsible for all Taxes related to TAG Aero's income, not

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including any withholding Taxes applicable to TAG Aero's fees and charges for Services rendered or performed in the U.S.A.

7. TAG AERO'S REPRESENTATIONS. TAG Aero represents and warrants that on the date of this Agreement and on the Delivery Date for each item of Completed Article:

(a) TAG Aero is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Florida, and has the requisite power to own its assets and to carry on its business as it is being conducted, and to enter into, deliver, and perform its obligations under, this Agreement. The execution and delivery by TAG Aero of, and performance of its obligations under, this have been duly authorized by all necessary action, do not require any approval or consent of any holders of any indebtedness or obligation of TAG Aero or any person, and do not and will not contravene any law, governmental rule, regulation, or order binding on TAG Aero or any of its assets, or the organizational documents of TAG Aero, or contravene the provisions of, or constitute a default under, or result in the creation of any lien upon the property of TAG Aero under, any indenture, mortgage, contract, or other agreement to which TAG Aero is a party or by which it may be bound or affected. This Agreement constitutes the legal, valid and binding obligation of TAG Aero, enforceable against it under the terms of this Agreement, except as the same may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting the rights of creditors generally and by general principles of equity.

(b) Neither the execution and delivery by TAG Aero of this Agreement nor the consummation of any of the transactions by TAG Aero contemplated in this Agreement require the consent or approval of, the giving of notice to, the registration with, or the taking of any other action in respect of, any governmental authority or agency.

(c) The Services shall be performed using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services.

(d) A Warranty will be in place for a period ending on the earlier of (i) one (1) year or (ii) one thousand (1,000) hours of operation from Delivery, which will cover workmanship in addition to faulty or defective parts repaired or replaced during such shop visit.

(e) EXCEPT AS SET FORTH ABOVE, TAG AERO DOES NOT MAKE ANY WARRANTY WITH RESPECT TO SERVICES AND/OR COMPLETED ARTICLES. THE WARRANTIES, CONDITIONS, REMEDIES, AND OBLIGATIONS SET FORTH IN THESE TERMS AND CONDITIONS ARE EXCLUSIVE. TO THE FULLEST EXTENT ALLOWED BY LAW, CLIENT HEREBY WAIVE, RELEASE, AND RENOUNCE ALL OTHER WARRANTIES AND OTHER OBLIGATIONS AND LIABILITIES OF TAG AERO, AND ANY OTHER RIGHTS, CLAIMS, AND REMEDIES (EXPRESS OR IMPLIED) THAT CLIENT MAY CLAIM AGAINST TAG AERO ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY NONCONFORMANCE, NEGLIGENCE, OR DEFECT IN ANY TAG AERO SERVICES AND/OR COMPLETED ARTICLES. CLIENT'S WAIVER AND RELEASE INCLUDES, BUT IS NOT LIMITED TO: (1) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR AN INTENDED PURPOSE; (2) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE; AND (3) ANY

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OBLIGATION, RIGHT, LIABILITY, CLAIM, OR REMEDY IN TORT (WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF TAG AERO) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE LIMITATIONS, EXCLUSIONS, WAIVERS, AND RELEASES SET FORTH IN THESE TERMS AND CONDITIONS SHALL APPLY REGARDLESS OF WHETHER LIABILITY ARISES FROM BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INCIDENTAL DAMAGES, CONSEQUENTIAL DAMAGES, SPECIAL DAMAGES, INDIRECT DAMAGES, DIMINUTION OF VALUE, LOSS OF PROFITS OR REVENUES, OR LOSS OF USE ARISING UNDER OR INCIDENTAL TO EQUIPMENT, COMPLETED ARTICLES, AND/OR THESE TERMS AND CONDITIONS, EVEN IF INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

8. CLIENT'S REPRESENTATIONS. Client represents and warrants that on the date of this Agreement and on the Delivery Date for each item of Equipment:

(a) The Client is a duly organized, validly existing and in good standing under the laws of their respective country, and has the requisite power to own its assets and to carry on its business as it is being conducted, and to enter into, deliver, and perform its obligations under, this Agreement. The execution and delivery by Client of, and performance of its obligations under, this Agreement have been duly authorized by all necessary corporate action, do not require any stockholder approval, or approval or consent of any trustee or holders of any indebtedness or obligation of Client, or any approval (not already obtained) of any court or governmental authority, and do not and will not contravene any law, governmental rule, regulation, or order binding on Client or any of its assets, or the organization documents of Client. This Agreement constitutes the legal, valid and binding obligation of Client, enforceable against it in accordance with its terms, except as the same may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting the rights of creditors generally and by general principles of equity.

(b) The execution and delivery by Client of this Agreement does not require the consent or approval of any third party.

(c) There are no pending or threatened actions or proceedings against Client before any court, administrative agency, or tribunal which, if adversely determined to Client, would materially adversely affect the ability of Client to consummate the transactions contemplated by this Agreement.

9. CLIENT DEFAULT. Client Default includes but is not limited to the following:

(a) If Client fails to pay when due under this Agreement; or

(b) if Client defaults in the observance or performance of any other term, covenant, or condition of this Agreement or any supplement, on Client's part to be observed or performed, and Client fails to remedy such default within thirty Business Days after notice by TAG Aero to Client of such default; or

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(c) if Client (i) becomes insolvent, (ii) is generally unable to pay, or fails to pay, its debts as they become due, (iii) files, or has filed against it, a petition for voluntary or involuntary bankruptcy or under any other insolvency law, (iv) makes or seeks to make a general assignment for the benefit of its creditors, or (v) applies for, or consents to, the appointment of a trustee, receiver, or custodian for a substantial part of its property or business; or

(d) if Client sells, transfers, or disposes of all or substantially all of its assets or the property of the business, or merges or consolidates with any other entity; or,

(e) if any representation of Client in this Agreement is untrue as and when made.

10. BROKER. Each Party represents and warrants that it has not employed any broker, agent, finder, or other third-party in connection with this transaction, and there is no fee or compensation of any kind due to any broker, agent, finder, or other third party in connection with the transactions contemplated in this Agreement. Each Party will indemnify and hold harmless the other Party from and against any and all claims, audits, damages, costs, and expenses (including, but not limited to, reasonable attorneys' fees) asserted by any broker, agent, finder or other third-party representing, or purporting to represent such Party.

11. NOTICES. Any notice required under this Agreement will be delivered to Client or to TAG Aero at its address first stated below or to such other address as later specified in writing by either Party to the other. Such notices shall be in English and in writing, and any such notice may be given by U.S. mail, courier service, or facsimile or any other customary means of communication, and any such notice shall be effective when delivered to the recipient in accordance with the provisions of this Agreement.

12. INDEMNIFICATION. Client shall fully defend and indemnify TAG Aero (and TAG Aero's subsidiaries, directors, officers, and employees) (collectively, "TAG Aero Indemnitees") from and against any and all claims, lawsuits, demands, judgments, damages, liabilities, losses, costs, fines, citations, penalties, and expenses (including associated attorneys' fees, litigation expenses, and court costs, both at trial and on appeal) (collectively, "Claims") brought by a third party against any TAG Aero Indemnitee arising from or related to Completed Articles including, but not limited to, Claims for bodily injury to (or death of) any person; damage to (or loss of) any property; loss of use, revenue, or profit with respect to any aircraft, engine, or other thing; breach of these T&Cs by Client; violation of law or regulation by Client; and/or any other direct, indirect, incidental, consequential, economic, punitive, and/or statutory civil damages arising from, related to, connected with, or incident to your usage of Completed Articles, except if you Client can prove, by clear and convincing evidence, that the Claim in question was solely and directly caused by TAG Aero's gross negligence or intentional misconduct.

The indemnities, releases, and agreements to hold harmless in this Agreement will continue in full force and effect despite the expiration or other termination of this Agreement and are expressly made for the benefit of and will be enforceable by each Indemnitee.

TAG Aero and Client expressly agree that the indemnities, releases, and agreements to hold harmless from Client set forth in this Agreement will become effective immediately upon Delivery of each Completed Articles to Client without further action by either Party (and will

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continue to survive any subsequent termination of this Agreement); provided, however, Client will at all times (both before and after Delivery of the Equipment) be liable for, and indemnify TAG Aero against any claims, losses, actions, lawsuits, demands, fines, penalties, and all expenses (including, but not limited to, all costs and expenses, including court costs and attorneys' fees, incurred in collecting payment from Client, costs of investigation and defense and reasonable fees incurred for attorneys, expert witnesses, consultants, and litigation support services) based on, caused by, arising from, or in any way connected with, directly or indirectly, any suit, action, proceeding, allegation, assertion, or claim for (i) injury to, or death of, any officer, employee, agent, or representative of Client, or (ii) damage to or destruction of any property or Equipment of Client.

13. INSURANCE. TAG Aero will carry and maintain (or cause to be carried and maintained), in full force and effect adequate insurance coverage of sufficient value to enable replacement of Client's Equipment in the event of damage or loss whatever caused while in the custody and control of TAG Aero or subcontractors.

All such insurance will be issued by financially sound and reputable insurance carriers reasonably acceptable to TAG Aero. TAG Aero will provide Client with original certificate(s) of insurance and opinion letters or other documentation as reasonably required by Client, evidencing the insurance coverage required by this Agreement on Client's request after execution of this Agreement, and upon any renewal of such insurance contracts.

14. AMENDMENTS; ASSIGNMENT. No amendment, modification, or discharge of this Agreement, will be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of the amendment, modification, discharge is sought. Neither Party will assign or delegate this Agreement, or any of its rights or obligations under this Agreement, without the prior written consent of the other Party.

15. APPLICABLE LAW; JURISDICTION. **THIS AGREEMENT IS BEING DELIVERED IN THE STATE OF FLORIDA AND WILL IN ALL RESPECTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY, AND PERFORMANCE, BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF FLORIDA AS APPLIED TO CONTRACTS MADE AND PERFORMED WITHIN THE STATE OF FLORIDA.** Client and TAG Aero, to the extent it may do so under Applicable Law, (i) irrevocably submits itself to the non-exclusive jurisdiction of the courts of the State of Florida and to the non-exclusive jurisdiction of the United States District Court for the Middle District of Florida, for any suit, action, or other proceeding arising out of this Agreement, the subject matter of this Agreement, or any of the transactions contemplated by this Agreement brought by any Party or Parties to this Agreement, or their successors or permitted assigns, (ii) irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Florida State court or in such United States District Court, and (iii) irrevocably waives, and agrees not to assert, by motion, as a defense, or otherwise, in any such suit, action, or proceeding, that the suit, action, or proceeding is brought in an inconvenient forum, that the venue of the suit, action, or proceeding is improper or that this Agreement or the subject matter of this Agreement or any of the transactions contemplated in this Agreement may not be enforced in or by such courts. To the extent permitted by Applicable Law, any final judgment obtained in respect of any action, suit or proceeding as provided in this Agreement shall be conclusive and may

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be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Applicable Law.

16. OFAC. Neither Client nor any of its affiliates, nor any of their respective officers, directors, or employees, is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of OFAC (including those named on OFAC's Specially Designated Nationals and Blocked Persons List), or by the United States Department of Commerce on the Denied Persons List, Unverified List, or Entity List, or under the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism, or is engaged in any dealings or transactions with or is otherwise associated with such persons or entities, or is included on any other United States Governmental list of prohibited or restricted parties.

There exists no prohibition under the laws of the United States on the transactions contemplated by this Agreement related to the identity, citizenship, location, or business of Client or the purpose for which Client will use the Services, Equipment, or Completed Articles (should any of the representations in this paragraph be false, TAG Aero shall be entitled to terminate this Agreement).

All activities and obligations performed, directly or indirectly, pursuant to, or in connection with, this Agreement, or in furtherance of this Agreement's objectives, by the Parties or their respective agents shall be carried out in form and substance in accordance with all Applicable Laws, regulations, executive orders, procedures, and policies of the U.S. and their foreign equivalents.

17. FCPA. The Parties each acknowledge that they are subject to the U.S Foreign Corruption Practices Act ("FCPA") which prohibits the bribing of any foreign official, any foreign political party, or any candidate for foreign political office by any company for the purpose of obtaining or retaining business. It is the strict policy and intention at all times of each Party to be in compliance with the FCPA and any similar foreign anti-bribery or anti-corruption laws.

The Parties each acknowledge that entering into this Agreement is conditioned upon the other Party's representation and warranty that it and its authorized agents shall comply with the FCPA and similar foreign anti-bribery laws. Any action by either party to this Agreement or its agents in contravention of the FCPA and similar foreign anti-bribery laws shall result in immediate termination of this Agreement and any other business relationship of the Parties.

18. COMPLIANCE WITH EXPORT CONTROL LAWS AND REGULATIONS. Client agrees to comply with all United States and foreign equivalent export control laws, anti-boycott laws, and economic sanctions. Client agrees that certain Services, Product, or Completed Articles (including related technical data) (collectively, "Exported Items") may be subject to the United States Arms Export Control Act, the International Traffic in Arms Regulations (ITAR) (22 CFR 120-130 et seq.), the Export Administration Regulations (EAR) (15 CFR 730-774 et seq.), or any similar law or regulation of another country. Client shall, at its own cost, be responsible for export of Exported Items from the United States (or other country). Client shall obtain, at its own cost, any required export license from the U.S. Government (or other country). In each instance, Client shall be the exporter of record for any export by Client of Exported Items. Upon TAG Aero's request, Client shall certify to TAG Aero the end-use and end-user of a Completed Article (and its

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related technical data). Client understand that TAG Aero cannot export certain Exported Items in the absence of authorization from the United States government.

19. FURTHER ASSURANCE. TAG Aero agrees, at Client's expense, to execute such further instruments and documents and take such further actions (including cooperating with any filings or registrations) as Client may reasonably request to obtain the full benefit of the rights and powers granted in this Agreement.

20. FORCE MAJEURE. TAG Aero shall not be liable for failure to deliver or delays in Delivery due to causes beyond its control, including, but not limited to, strikes, lockouts, or other labor difficulties, delays of carriers or suppliers, fires, floods, acts of God, war or other outbreak of hostilities, mobilization, civil commotion, riots, embargoes and domestic or foreign governmental regulations or orders. In such event, Client's sole remedy and TAG Aero's sole liability for failure to deliver, or delay in Delivery, will be limited to the termination of this Agreement and the return of any Equipment, less any amount(s) TAG Aero may set off in connection with the transactions contemplated in this Agreement.

21. SEVERABILITY. If any provision or part of this Agreement, is judicially declared invalid, void or unenforceable, each and every other provision or part, shall continue in full force and effect, and the unenforceable provision shall be changed or interpreted so as best to accomplish the objectives and intent of such provision within the limits of Applicable Law.

22. WAIVER. The failure of either Party to enforce any of its rights under this Agreement or at law shall not be deemed a waiver or a continuing waiver of any of its rights or remedies against the other Party, unless expressly waived in writing.

23. MISCELLANEOUS. This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute the same instrument. Delivery of an executed counterpart of this Agreement or of any other documents in connection with this Agreement by fax or secure electronic transmission will be deemed as effective as delivery of an originally executed counterpart. Any Party delivering an executed counterpart of this Agreement or other document by fax or secure electronic transmission will also deliver an originally executed counterpart, but the failure of any Party to deliver an originally executed counterpart of this Agreement or such other document will not affect the validity or effectiveness of this Agreement or such other document. Each Party will bear its own expenses in connection with the negotiation of this Agreement and the consummation of the transactions contemplated by this Agreement. Despite the foregoing, Client shall be solely responsible for the costs and expenses of FAA Counsel related to the transactions contemplated by this Agreement. The terms of this Agreement shall be binding upon, and inure to the benefit of, Client and TAG Aero and their respective successors and assigns. Client and TAG Aero agree each for itself not to disclose the terms of this Agreement to other parties, except to its affiliates and professional advisors, as required by law or otherwise. The Client authorizes TAG Aero to market the signing of this agreement in public communications for the sole purpose of brand awareness.

24. BUSINESS CONDUCTED ELECTRONICALLY. Client agrees to conduct business with TAG Aero electronically, and expressly agrees that all electronic signatures on any

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Agreement, notice, communication, or other document shall have the same force and effect as a manual signature. Client also agrees that by using TAG Aero's website and clicking "I Accept," "I Agree," or "Approve," Client is manifesting its assent to the terms which it so approved, accepted or agreed. To the extent there is any such dispute related to assent by Client on TAG Aero's website or other electronic signature, Client stipulates that it has the burden of proving that any electronic manifestation or signature is not attributable to Client and Client did not have the opportunity to review any electronic terms and conditions posted on the TAG Aero website.

25. CONFIDENTIALITY. Each Party to this Agreement agrees that it will treat the terms of this Agreement as confidential and will not, without the prior written consent of the other Party, disclose such terms to any third party, except for and only if disclosure to its lenders or other funding sources, attorneys, or its successors or permitted assigns may be required by Applicable Law, legal process, or governmental regulations, or as may be necessary to effect the transactions contemplate by this Agreement. If either Party is required to disclose any terms of this Agreement, the Party so disclosing shall use good-faith efforts to limit disclosure to such third-parties on a need-to know basis only. In connection with any such disclosure the Party making such disclosures shall request and use its best efforts to obtain confidential treatment of such information. Client agrees that TAG Aero may disclose Client's contact information to third-parties in connection with repair, maintenance, or servicing of the Equipment.

26. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties regarding the subject matter of this Agreement, and supersedes all prior or contemporaneous understandings or agreements, whether oral or written, regarding the subject matter of this Agreement. This Agreement shall be modified or amended only by a writing signed by all Parties to this Agreement.

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