

SUBSCRIPTION SERVICES AGREEMENT: VERYON TRACKING

By using Subscription Service ("Service") provided by Veryon, LLC ("Veryon") you agree to the terms of this Subscription Agreement ("Agreement"). The Service is intended for Owners, Operators, and Authorized Users ("Operator") of civilian or governmental aircrafts operating in accordance with Federal Aviation Authority regulations worldwide. The Service is specifically designed to provide the Operator with online access to aircraft specific maintenance records and/or operational information. Veryon is in no way responsible for maintaining the accuracy of such records, the performance of any maintenance, or any operational decisions. The Operator understands that the Service provided by Veryon is solely a tool and not a substitute for any obligations Operator has to monitor, review, and maintain the applicable aircraft(s) and its records in accordance with all requirements of the manufacturer and regulatory authorities.

Description and Use of Service: Veryon will provide the Operator's Authorized Users with non-transferable password-protected online access to Authorized User portions of the Service for the enrolled aircraft(s), web-based training, and/or other enrolled Services as specified in the Order Form or Enrollment Agreement. Operator's Authorized Users will be required to accept the End User License Agreement upon initial use and periodically. The Service will provide information on all items tracked for the maintenance tracking subscriber's enrolled aircraft(s), including current and projected due lists. Veryon will link electronic manufacturer's task cards as possible. Operator will assist and authorizes Veryon as their agent for electronic access to manufacturers' or other manuals or parts or authorities' information, or service providers for which Operator has legal access, for use in the provision of maintenance tracking and related services provided by Veryon at no cost to Veryon. No information generally considered to be confidential is required or requested by Veryon in the provision of the Services. Operator acknowledges that Veryon may utilize the non-personal data entered into the Service for any business reason; this may include provision to manufacturers, aircraft related entities and authorities with aircraft model, parts history and other non-personally identifying Operator information to receive maintenance data, rules, quotes, parts change requirements, and other related information for the Service or for future functionality. To update records, the Operator will have the option of (1) entering data on-line, or (2) printing and completion of work cards by the Operator with return to Veryon, where Veryon personnel will assist with the data entry. Either option can be used at any time. The Operator agrees that no data generally considered to be confidential or personally identifying information will be provided or entered into the aircraft maintenance records. Operator is responsible to review and verify accuracy or omission of data or information displayed or printed from Service before use. Revisions to any maintenance inspection tracking document will be maintained by Veryon as available, with Operator to review following any applied changes. Any changes, errors or omissions made to any inspection tracking document through the Service are the sole responsibility of the Operator.

The Service also provides or offers additional applications for assisting the Operator in managing the information relating to, but not limited to - flight operations, scheduling, aircraft maintenance records, including document management, Airworthiness Directives, work orders, purchase orders, quotes, spare parts inventory, parts purchase options and future applications. These additional applications may be provided by Veryon or third-party providers through the Veryon.com website. If such area(s) of the Service is accessed, Operator may be presented with links to any third-party agreements for review and acceptance at Operator's sole determination before use. Any errors or omissions of any data entered to or presented from identified third party sources are not the responsibility of Veryon. Veryon will only share personally identifying information on the Service as input, in appropriate data fields and as directed by an Authorized User. Personnel related fields will be stored and shared in a commercially appropriate encrypted format. Once shared as directed by Operator, Veryon is not responsible for the shared copy of the data.

Veryon will notify its clients in advance of planned network upgrades or system maintenance that may affect access scheduled to be 24/7/365. Veryon shall not be liable or deemed to be in default of this Agreement for any data, delay, non-performance, or interruption of the service so long as Veryon uses customary business tools and reasonable procedures to operate the Service, protect Operator information, and restore access.

Rates and Methods of Payment: Use of the Service or acceptance of the Order Form (or Enrollment Agreement) by digital or paper signature is an acceptance of this Agreement and the pricing provided in the Order Form or Enrollment Agreement. Veryon reserves the right to increase pricing annually by invoice upon 30-day notice prior to renewal. For subscription renewals, payment is due prior to renewal date. Service may be suspended until payment is received. Operator shall be responsible for payment of any and all taxes, fees or other duties imposed by a governmental or similar authority in connection with the use of the Service (i.e. sales tax, import, usage, consumption or goods and services tax, etc., as applicable). While Veryon may charge, collect, and remit certain taxes to local or national taxing authorities, Operator agrees and acknowledges that it, and not Veryon, is ultimately liable for any and all amount of such taxes, fees, or other duties.

Term of Agreement: For subscription services, this Agreement will automatically renew unless either party gives a thirty (30) day written notice cancelling this Agreement. Any use of the Service or data after the end of the Term will constitute as a renewal of a full year (12 month) subscription, regardless of any prior cancellation notices. All notices must be sent to Veryon at 382 NE 191st St, Suite 42403, Miami, Florida 33179 or to billing@veryon.com. No refunds will be given for early cancellation. Operator information may be printed in report format for Operator convenience as a standard function for transfer or other use any time prior to termination.

End User License Agreement Acceptance: End User License Agreement acceptance is required prior to first use and to authorize Veryon as an agent for electronic access to manufacturer manuals or information for which Operator has legal access. Subscriber represents that it has purchased or has been provided with fully licensed access to maintenance publications for the aircraft(s).

Limitation of Remedies and Liability: For purposes of this Agreement, "Veryon" includes its owners, shareholders, employees, subsidiaries, former subsidiaries, agents, subcontractors, affiliates, third-party data providers and suppliers. Veryon is not responsible for the quality of the maintenance data provided by the Owner, Operator, or other Authorized User. Any errors, omissions, and/or changes made to any data on Veryon is the sole responsibility of the Owner/Operator. Operator or other Authorized User is responsible for confirming the accuracy of information included or accessed with the Service on the applicable aircraft (s) or circumstance before use. Operator agrees to hold harmless, defend and indemnify Veryon from any and all claims, actions, penalties, liabilities, costs and expenses, including reasonable attorneys' fees and expenses, which arise out of or are alleged to have arisen out of, or as a consequence from, the utilization of an electronic signature, or the Service.

Veryon will defend and indemnify Operator from any claims, actions, penalties, liabilities, costs and expenses, including reasonable attorneys' fees and expenses, which relate to the defense against a third-party claim that the software used to provide the Service infringes or violates the intellectual property right of such third party. The above indemnification excludes claims of misuse by Operator of third-party optional acceptance services presented on the Service or intellectual property claims related to these services.

Excluding gross negligence or malicious intent relating to personally identifying information or Operator entered information, or the obligations of intellectual property indemnification above, the Limit of Liability for all services or information provided by or through Veryon is the amount paid to Veryon for the Subscription by Operator for the prior twelve (12) month period. This clause shall survive the termination of this Agreement.

Integration: This Agreement, together with the EULA, and Veryon's policies published from time to time on Veryon's Websites and which are binding on Operator, constitute the entire agreement between the parties with respect to the Veryon Licensed Services, and supersede all proposals, representations, claims and communications, written and oral, and any conflicting or additional terms contained in any purchase order or elsewhere, all of which terms are excluded. This Agreement shall not be varied, supplemented, qualified or interpreted by any prior course of dealing between the parties or by any course of dealing or usage of trade.

Governing Law and Dispute Resolution: This Agreement shall be governed and construed in accordance with the laws of the State of Delaware and any litigation proceedings relating to this Agreement shall only be determined judicially in the Delaware Court of Chancery or by arbitration within the state of Delaware. Veryon, may request arbitration proceedings between the parties. In the event that Veryon elects arbitration proceedings, the parties agree to proceed to arbitration, each to pay one-half of the expenses of such arbitration. The prevailing party shall be entitled to its costs in such arbitration. Should any collection proceedings, litigation, arbitration, or actions to compel arbitration, including appellate proceedings, be instituted between the parties, the prevailing party in such litigation, shall be entitled, in addition to such relief as may be granted, a reasonable sum as and for its attorney fees in such litigation which shall be determined by the Court in such litigation or in separate action brought for that purpose. **THE PARTIES EACH HEREBY WAIVE ALL RIGHTS TO A TRIAL BY JURY OF ALL DISPUTES RELATED TO THE PARTIES.**

Proprietary System: Operator agrees not to sell, trade, or transfer access to the Service or any third-party information presented on the Veryon Service. Operator agrees not to share any information about the Veryon system with any competitors or potential competitors of Veryon without the express written permission of Veryon management at the email above. Nothing in this Agreement conveys, grants, or allows either party to convey or grant a license to any patent, trademark, or other intellectual property rights.

Assignment: Neither party shall be entitled to assign or transfer this Agreement, or any part of its rights or obligations hereunder, without the other Party's prior written consent, which shall not be reasonably withheld or delayed, provided, however, that either Party shall be entitled to assign or transfer this Agreement to (a) any of its Affiliates; (b) to any direct or indirect acquirer of all or substantially all of its assets or any direct or indirect acquirer of a majority issued and outstanding voting securities, whether by way of take overbid, amalgamation, arrangement, merger or otherwise (hereinafter referred to as the "Acquirer"); and (c) transfer or sale of all or substantially all of the assets or business of such Party relating to the product(s) to which this Agreement relates without the consent of the other Party.

Non-Transferable License: Operator agrees not to sell, trade or transfer access to the Service or any third-party information presented on the Veryon Service. For the avoidance of doubt, Operator shall not transfer any license or access to the Service upon the sale, trade, or other transfer of its aircraft to another individual or entity unless approved by Veryon. Operator further shall not, and has no authority, to transfer any license or access to the Service from one of its aircraft to another aircraft unless such transfer is permitted under the Operator's Order Form or Enrollment Agreement. Operator agrees not to share any information about the Veryon system with any competitors or potential competitors of Veryon without the express written permission of Veryon management at the email above. Nothing in this Agreement conveys, grants, or allows either party to transfer, convey, or grant a license to any patent, trademark, or other intellectual property rights.