



Champion Aerospace LLC Technical Information General Terms Agreement

SCOPE:

Champion Aerospace LLC is engaged in developing and manufacturing certain products embodying inventions and/or designs owned by Champion Aerospace LLC and has available technical information in the form of manuals, bulletins and other writings, relating to the repair, overhaul and maintenance of these products. This technical information may be made available to the PURCHASER through execution of this Agreement and continued compliance with terms established herein.

Subject to the Specific Terms and Conditions contained herein and Champion Aerospace Terms and Conditions of Sale (located at website: www.championaerospace.com), Champion Aerospace LLC, a Delaware limited liability company having an office at 1230 Old Norris Road, Liberty, South Carolina 29657 ("CHAMPION"), and _____ having an office at _____ ("PURCHASER") hereby enter into this Agreement ("AGREEMENT") for the supply of certain CHAMPION Technical Data. PURCHASER and CHAMPION are referred to hereinafter collectively as the "Parties" and individually as the "Party".

NOW, THEREFORE, in consideration of the mutual covenants, the Parties agree as follows:

A. By signing this AGREEMENT, the PURCHASER certifies that the PURCHASER is either: (1) an airline or operator with a current and valid operator's certificate; (2) a repair station certified and authorized by the FAA, or equivalent local regulatory agency, to overhaul CHAMPION PRODUCTS; (3) a leasing company that owns, operates, or leases aircraft equipped with CHAMPION PRODUCTS; or (4) an Original Equipment Manufacturer.

B. The PURCHASER agrees to submit all supporting documents verifying the status applicable to the PURCHASER, to the satisfaction of CHAMPION, including those items specified in Article III of this AGREEMENT.

PAYMENT TERMS:

Unless otherwise agreed in writing by CHAMPION, any applicable licensing fees of technical data shall be on a "Cash-in-advance of Delivery" basis if applicable.

PRICES:

Any applicable licensing fees are contained in Article II of this AGREEMENT.

SPARK ✦ IGNITE ✦ EXCITE

1230 Old Norris Rd • Liberty, SC • 29657

SPECIFIC TERMS AND CONDITIONS

ARTICLE I - INFORMATION AND DATA

A. All information and data (including, but not limited to, manuals, service bulletins, technical publications, illustrated parts catalogues, specifications, and memoranda) which may be furnished or made available to PURCHASER, directly or indirectly, as the result of this AGREEMENT, shall remain the property of CHAMPION, and shall be used by PURCHASER for the sole purpose of servicing, maintaining or overhauling CHAMPION PRODUCTS for CUSTOMERS. All such information and data is proprietary to CHAMPION, is disclosed by CHAMPION to PURCHASER in confidence, and shall neither: (i) be used by PURCHASER or furnished by PURCHASER to any other person, firm or corporation for the design or manufacture of any products, articles, compositions of matter or processes or for the creation, manufacture, development, or derivation of any repairs, modifications, spare parts, designs, or configuration changes, or to obtain FAA or any other government or regulatory approval of any of the foregoing nor (ii) be permitted out of PURCHASER's possession nor divulged to any other person, firm or corporation. Upon termination of this AGREEMENT or at CHAMPION's request, all such information and data shall, at CHAMPION's discretion, either be returned to CHAMPION or be destroyed by PURCHASER with such destruction confirmed in writing.

B. Nothing in this AGREEMENT shall convey or grant the right to reproduce or cause the reproduction of any PRODUCT of a design identical to or like that of any PRODUCT or give to PURCHASER a license under any patents or rights owned or controlled by CHAMPION.

C. The service information and data furnished under this AGREEMENT is to be used exclusively by the PURCHASER, solely for the PURCHASER's performance of high-quality maintenance, repair and overhaul of products manufactured by CHAMPION. IMPROPER OR UNAUTHORIZED APPLICATION OF THE INFORMATION OR DATA LICENSED HEREUNDER MAY RESULT IN LOSS OR DAMAGE.

D. The accuracy and applicability of the service information and data furnished by CHAMPION has not been verified for any assembly, component, or part not manufactured by CHAMPION. Any use of the information and data furnished for other than its intended purpose, or for performing any installation, maintenance, replacement, adjustment, inspection or overhaul of any assembly, component, or part not manufactured by CHAMPION, is not approved, endorsed, or sanctioned by CHAMPION.

E. Use of non-CHAMPION repair parts and/or repair procedures may result in equipment malfunction and/or affect equipment safety, may be considered a violation of FAA repair guidelines, and is a violation of this AGREEMENT.

ARTICLE II – LICENSING FEES

Each publication offered by CHAMPION shall be licensed separately through payment to CHAMPION of an annual licensing fee as applicable listed in the ADDENDUM to this AGREEMENT. CHAMPION will provide PURCHASER with revisions to such annual licensing fees during the term of this AGREEMENT as the revisions are prepared and are released at no additional charge.

ARTICLE III - QUALIFICATION OF PURCHASER

It is CHAMPION's policy to license service information and data to certain facilities that are FAA (or equivalent Foreign Agency) approved to perform maintenance on CHAMPION products and have the necessary tools, equipment, documentation control and work standards to properly effect high quality maintenance and repair. To effectively monitor the field performance of CHAMPION products and the quality of facilities performing work on CHAMPION products, CHAMPION reserves the right to request

certain failure analysis and warranty reports for each unit repaired. Before initial shipment of service information and data hereunder, PURCHASER must furnish the following information:

<u>Item</u>	<u>Frequency of Submission</u>
Copy of FAA (or equivalent foreign agency) Repair Station License	Initial, then as changed.

ARTICLE IV - GOVERNMENTAL AUTHORIZATION AND EXPORT SHIPMENT

A. PURCHASER shall be responsible for obtaining any required authorization such as an export license, import license, exchange permit, or any other required governmental authorization, and shall be responsible for complying with all U.S. and foreign government licensing and reporting requirements. The PURCHASER and CHAMPION shall assist each other in every manner reasonably possible in securing and complying with such authorizations as may be required. PURCHASER further agrees to comply with all U.S. export control laws and regulations and any amendments thereto.

B. PURCHASER shall restrict disclosure of all information and data furnished thereto under this AGREEMENT and shall ship the direct product of such information and data to only those destinations which are authorized by the U.S. Government.

C. In addition, if PURCHASER has requested in writing and CHAMPION has agreed in writing to assist PURCHASER in arranging for export shipment of technical data, PURCHASER shall pay CHAMPION for all fees and expenses including, but not limited to, those covering preparation of consular invoices, freight, storage, and Warehouse-to-Warehouse (including war risk) insurance, upon submission of CHAMPION's invoices. In such an event, CHAMPION will assist PURCHASER in applying for any required Export License and in preparing consular documents according to PURCHASER's instructions or in the absence thereof, according to its best judgment. In no event shall CHAMPION be liable if any authorization is delayed, denied, revoked, restricted, or not renewed and PURCHASER shall not be relieved of its obligation to pay CHAMPION.

ARTICLE V - NOTICES

Any notices provided under this AGREEMENT shall become effective upon receipt and shall be in writing and be delivered or sent by mail to the address provided on the first page of this AGREEMENT, or in any other format as may be agreed to by the Parties.

ARTICLE VI - LIMITATION OF LIABILITY

CHAMPION makes no express warranty, and no warranty shall be implied (INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE) with respect to the completeness of the information and data provided pursuant to this AGREEMENT. The liability of CHAMPION to PURCHASER arising out of, connected with, or resulting from the use of any such information and data, whether in contract, tort (including negligence) or otherwise, shall not in any event exceed the purchase price (or in the absence of a purchase price, the fair market value) of the Unit, service or other thing giving rise to PURCHASER's claim. The foregoing shall constitute the sole remedy of PURCHASER and the sole liability of CHAMPION. In no event shall CHAMPION be liable for any special, incidental, consequential, or exemplary damages.

PURCHASER shall defend and indemnify CHAMPION from and against any and all claims of third-parties, whether in contract, tort (including negligence) or otherwise, which may arise out of, or in connection with, the use of any such information and data; provided, however, that this agreement by PURCHASER

to indemnify CHAMPION shall not apply to any claims which arise from or in connection with any act or omission to the extent caused by the negligence or willful misconduct of CHAMPION.

No liability will be assumed by CHAMPION for actual, consequential, or other type of damages directly or indirectly resulting from the unauthorized use or misuse of the information and data provided under this AGREEMENT.

ARTICLE VII – INSURANCE COVERAGE

PURCHASER shall at its own expense procure and maintain in full force and effect during the term of this AGREEMENT, insurance covering PURCHASER's obligations under the indemnity provisions of Article VI.

ARTICLE VIII - DISPUTE RESOLUTION

A. This AGREEMENT will be construed, interpreted, and applied in accordance with the law of the State of South Carolina, excluding its conflict of law provisions and also excluding the UN Convention on Contracts for the International Sale of Goods.

B. PURCHASER and CHAMPION shall use commercial good faith efforts to resolve informally any controversy, claim or dispute arising out of or relating to this AGREEMENT, including, without limitation, any dispute involving the interpretation, validity, performance, breach, or enforcement of this AGREEMENT ("Dispute"), within sixty days of written notice of a Dispute, unless otherwise extended by written agreement. In the event such efforts fail, PURCHASER and CHAMPION agree to forsake litigation and shall thereafter submit such Dispute to final, exclusive, and binding arbitration administered by the American Arbitration Association pursuant to its Commercial Rules in effect as of the date hereof, and judgment upon the award rendered by the arbitral tribunal may be entered in any court having jurisdiction thereof. The arbitration proceedings shall be conducted before a panel of three neutral arbitrators, all of whom shall be members of the Bar of the State of South Carolina, actively engaged in the practice of law for at least ten years. The place of the arbitration shall be Greenville, South Carolina, and shall be conducted in the English language. The arbitrators will have no authority to award punitive damages or any other damages not measured by the prevailing Party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of the AGREEMENT. The award shall be in writing, and the tribunal shall state the basis for the award. All fees and expenses of the arbitration shall be borne by the Parties equally. However, each Party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of proofs. The arbitration and all proceedings shall be confidential and neither Party nor the arbitrators may disclose to any third Party the existence, content (including communications, documents, and pleadings), or results of any arbitration hereunder without the prior written consent of each Parties.

C. Notwithstanding the foregoing, either Party may resort to any court of competent jurisdiction to the extent reasonably necessary to (i) avoid expiration of a claim that might eventually be permitted, (ii) obtain interim relief, including injunctive relief, to preserve the status quo or prevent irreparable harm, or (iii) vindicate a Party's intellectual property rights, including, without limitation, the recovery of money damages for infringement or other misappropriation. For purposes of this AGREEMENT, the Parties consent to the non-exclusive jurisdiction of the state and federal courts located in South Carolina.

D. The Parties hereby agree that all the transactions contemplated by this AGREEMENT shall constitute and shall be deemed to constitute commercial activities. To the extent that PURCHASER now or in the future may be entitled in any jurisdiction whatsoever to claim or permit to be claimed for itself or any of its agencies, instrumentalities, properties, or assets, immunity to which it or its assets or property may

be entitled on the basis of state ownership or control of such Party's assets or shares, or as arising from an act of state or sovereignty, from suit, execution, setoff, attachment, or other legal process of any nature whatsoever, PURCHASER hereby expressly and irrevocably waives such immunity and hereby agrees not to claim or to permit to be claimed on its behalf or on behalf of its agencies or instrumentalities any such immunity. Without limiting the foregoing, PURCHASER hereby expressly waives any right to claim immunity under the laws its nation, the United States, or any similar law in any other jurisdiction in the world. The waiver contained herein shall be deemed to be made and repeated as if advanced as an express waiver in each instance of every claim asserted under this AGREEMENT.

ARTICLE IX -- MISCELLANEOUS

A. This AGREEMENT may not be assigned, in whole or in part, by either Party without the prior written consent of the other Party. PURCHASER shall notify CHAMPION in writing of any direct or indirect change of control or ownership of PURCHASER (except for publicly traded stock acquisitions (cumulative) of 10% or less of the outstanding shares of stock of PURCHASER).

B. The rights herein granted, and this AGREEMENT are for the benefit of the Parties hereto and are not for the benefit of any third person, firm or corporation, and nothing herein contained shall be construed to create any rights in any third Parties under, because of, or in connection with this AGREEMENT.

C. This AGREEMENT contains the entire and only agreement between the Parties, and it supersedes all pre-existing agreements between such Parties, respecting the subject matter hereof; and any representation, promise, or condition in connection therewith not incorporated herein shall not be binding upon either Party. No modification, renewal, extension, waiver, or termination of this AGREEMENT or any of the provisions herein contained shall be binding upon the Party against whom enforcement of such modification, renewal, extension, waiver, or termination is sought, unless it is made in writing and signed on behalf of CHAMPION and PURCHASER by a duly authorized representative.

D. This AGREEMENT contains information specifically for PURCHASER and CHAMPION and nothing herein contained shall be divulged by PURCHASER or CHAMPION to any third person, firm, or corporation, without the prior written consent of the other Party.

E. PURCHASER shall not use directly or indirectly, in whole or in part, CHAMPION's name, trademarks or logos or any other trademark or name that is now or may hereafter be owned by CHAMPION in any way in connection with PURCHASER's business, including but not limited to any advertisement or public statements, except in the manner and to the extent that CHAMPION may specifically consent in writing.

F. Execution of this AGREEMENT does not grant PURCHASER any rights beyond the non-exclusive license of service information and data pertaining to CHAMPION products. Execution of this AGREEMENT does not establish any commercial relationship between CHAMPION and PURCHASER beyond that specified by this AGREEMENT, nor does it establish PURCHASER as an "Authorized Service Center" or "Airline Service Facility" of CHAMPION.

G. This AGREEMENT shall automatically terminate three (3) years from the date of execution hereof, unless terminated sooner as provided herein. No rebate of any monies paid hereunder shall be made as a result of termination by CHAMPION or PURCHASER. Notwithstanding the preceding sentence of this paragraph G, this AGREEMENT may be terminated anytime by either Party for any reason upon thirty (30) days written notice to the other Party. Upon termination, all rights and obligations of the Parties hereunder shall terminate forthwith except:

1. the obligation to make full payment of any amount due under the terms of this AGREEMENT;

- 2. the obligations of the Parties under any purchase order which was accepted prior to the date of termination; and
- 3. the provisions of Article I (Information and Data), Article IV (Governmental Authorization), Article VIII (Dispute Resolution) and Articles found in the CHAMPION Terms and Conditions of Sale regarding Patents, Limitation of Liability and Warranty; and
- 4. the terms of this Article IX.

FOR CHAMPION’S USE ONLY:

Company Type:

- Airline/Operator/Leasing Company
- Maintenance/Overhaul/Repair Company
- OEM
- Other (Describe) _____

Models (if applicable): _____

Initiating Organization: _____ Approved by: _____

Duly Executed for and on Behalf of:

CHAMPION AEROSPACE, LLC
 1230 Old Norris Road
 Liberty, SC 29657

PURCHASER

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____