

***Special Provisions for the Use of
Aircraft Performance Group, Inc. Services***

Satcom Direct, Inc. or, as appropriate, Satcom Direct Communications, Inc. (“Satcom Direct”) agree to furnish **CUSTOMER** certain information, data, and services relating to operational engineering for use in conjunction with **CUSTOMER’S** flight department operation. In consideration thereof, **CUSTOMER** agrees to pay all amounts due in accordance with the Schedule of Available Services and Charges. Satcom Direct reserves the right to amend the Schedule of Available Services and Charges with prior written notice to **CUSTOMER**. Satcom Direct will bill **CUSTOMER** in writing, on a quarterly/annual basis, for services rendered and **CUSTOMER** shall pay each invoice net 30 days after date of invoice.

APG agrees to indemnify, defend and save **CUSTOMER** and its directors, officers, agents and employees harmless from and against all liabilities, losses, claims, damages, suits injuries or expenses (Adverse Consequences) suffered or incurred by **CUSTOMER** as a result of claims by third parties (Third Party Claims) that APG failed to accurately reflect the aircraft performance described in the Aircraft Flight Manual, provided, however, that APG shall have no obligation to indemnify **CUSTOMER** hereunder (i) if the failure to accurately reflect aircraft performance results from use of data supplied by any party, including, without limitation, Airport Obstacle Survey and Terrain data and data supplied by **CUSTOMER** the National Oceanic Survey Airport Obstruction Chart, applicable approach plates, and the International Civil Aviation Organization Airport Characteristics Data Bank, (ii) if the Third Party Claim arises as a result of **CUSTOMER** or its directors, officers, agents or employees inappropriate use of aircraft performance data, (iii) if the Third Party Claim arises in whole or in part as the result of any act or omission of the part of **CUSTOMER** or its directors, officers, agents or employees, or (iv) to the extent that the Third Party Claim is covered by any insurance policy maintained by **CUSTOMER**. Except to the extent set forth in this paragraph of this Services Agreement, APG shall have no liability to **CUSTOMER** as a result of APG furnishing **CUSTOMER** with information, data and services relating to operational engineering and shall have no other obligation to indemnify **CUSTOMER**.

Unless APG is obligated to indemnify **CUSTOMER** pursuant to the terms of the immediately preceding paragraph, **CUSTOMER** agrees to indemnify, defend and save APG and its directors, officers, agents and employees harmless from and against all Adverse Consequences suffered or incurred by APG or Satcom Direct as a result of all Third Party Claims that APG failed to accurately reflect the aircraft performance described in the Aircraft Flight Manual.

A party seeking indemnification hereunder shall promptly give notice to the indemnifying party of the initiation by any third party of a Third Party Claim expected to be covered hereunder. The indemnifying party shall be entitled to participate in the defense of any such Third Party Claim by counsel of its choosing, at the indemnifying party sole cost and expense.

As a condition precedent to any right of indemnification hereunder, **CUSTOMER** agrees to comply with the following Insurance Schedule:

Insurance Schedule

1. **CUSTOMER** will maintain comprehensive general liability insurance, including without limitation the operation of **CUSTOMER** aircraft, with limits of not less than the amount customary in the flight department industry for **CUSTOMER** operations, covering bodily injury and property damage liability.
2. Any hull or other property insurance carried by **CUSTOMER** on its aircraft will contain a waiver of subrogation against APG and its shareholders, directors, officers, employees and agents.
3. Upon request, **CUSTOMER** will furnish Satcom Direct with a Certificate of Insurance showing **CUSTOMER** compliance with these insurance obligations.

It is understood and agreed that **CUSTOMER** will order the information, data, and services desired from time to time by purchase orders, letters, email, or verbally, but in the event of any conflict or discrepancy between the terms and conditions of such request and the provisions hereof, the provisions hereof shall govern. In the service of supplying takeoff and landing data, it is understood that APG shall utilize the National Oceanic Survey Airport Obstruction Chart, applicable approach plates, and the International Civil Aviation Organization Airport Characteristics Data Bank for the purpose of obtaining airport data for compliance with the FARs. This does not preclude **CUSTOMER** from providing APG with any additional airport data should **CUSTOMER** so desire. APG is not responsible for verifying the accuracy or appropriateness of any data obtained from any governmental agency, aircraft/engine manufacturer, or **CUSTOMER**.

If any party shall commence any action or proceeding against another party in order to enforce the provisions hereof, or to recover damages as the result of the alleged breach of any of the provisions hereof, the prevailing party therein shall be entitled to recover all reasonable costs incurred in connection therewith, including, but not limited to, reasonable attorneys' fees.