

TERMS AND CONDITIONS AND SERVICE AGREEMENT
FOR
AIRCARE INTERNATIONAL'S ACCESS ASSISTANCE™ SERVICE

THIS AGREEMENT is by and between the following parties:

“Customer” identified in the Order Form

And

AirCare International, Inc., a Washington Corporation
324 West Bay Drive NW, Suite 200
Olympia, WA 98502, U.S.A.
Tel: 360/ 754-9805
FAX: 360/ 754-1911
E-Mail: info@aircareaccess.com

AirCare International, Ltd. (“AirCare”) is willing to provide services as medical adviser and emergency resource coordinator to the Customer as contracted under the product ACCESS Assistance™. In consideration of the mutual terms and conditions set forth herein, AirCare and the Customer (“the Parties”) agree as follows:

- 1) The Customer hereby contracts with AirCare, a Washington corporation, and AirCare hereby accepts the contract for services as ACCESS Assistance™, or for purposes of this document, ACCESS™.
- 2) The term of this agreement shall commence upon the date specified on the Order Form and shall terminate or renew based on the service term specified on the Order Form. Unless notified by the Customer in written form at least 30 days prior to the renewal date, AirCare will renew this agreement on an annual basis.
- 3) The Customer shall owe Satcom Direct the amounts specified on the Order Form which are due and payable according to Satcom Direct's Terms and Conditions For Use and Sale of Services & Equipment. It is agreed the fees for AirCare services will be invoiced at the anniversary date of the ACCESS Service Agreement, and that any additional aircraft added to the service will be prorated to the annual contract date. Reimbursable costs will be invoiced as accrued.
- 4) It is agreed that Customer owns and/or operates certain aircraft set forth on the

Order Form. This agreement is for services to the crew and passengers of the aircraft specified therein.

5) In addition to the above outlined ACCESS Assistance subscription fees, the Customer agrees to reimburse AirCare for fees and costs incurred for client-authorized services coordinated and rendered during an assistance event. This includes, but is not limited to, transportation costs, medical fees associated with treatment, hospital charges, reimbursement for foreign medical care, legal assistance financial guarantees, or other similar charges expended for the ultimate benefit of the crew and/or passengers. With the fact that these expenses are paid directly to an outside service provider for the benefit of the client, the aforementioned reimbursable fees are due and payable to AirCare within ten (10) days of client's receipt of invoice. Client agrees to late charge on any unpaid reimbursable expenses due, equal to five percent (5%) of such sums per month until fully paid.

6) Client shall be responsible for maintaining the duration and quality of any communication affected by equipment under its control. AirCare will do everything in its best efforts and direct control to maintain all available lines of communication with Customer.

7) It is expressly understood by Customer that AirCare, and its service providers, are providing only advice, recommendations and/or training of common medical practices and procedures. All decisions regarding the safety of flight, the disposition of the aircraft, the safety of its passengers, and crewmember duties are expressly the decisions of the crewmembers, the pilot in command (PIC) and the Customer.

8) Upon request, AirCare will provide the Customer with authorization to purchase defibrillators and other equipment deemed necessary by the AirCare Medical Program Director (MPD), as well as to review and approve training programs for the Customer, monitor training provided by AirCare personnel, track training records to ensure initial and recurrent training requirement compliance, and to provide critiques and written reviews of medical incidents involving AirCare-trained crewmembers.

9) Both the Customer and AirCare will protect patient-confidentiality and will not publicly disclose any information regarding a patient, a medical condition, or the crew's performance in an emergency or in training, except between the parties of this agreement. Additionally, the Parties hereby agree to protect each other's business tactics, each Party's methods of doing business, any copyrighted materials, and any other confidential

information from all other parties outside this agreement.

10) All records of Customer and AirCare concerning services hereunder will be the property of the holder thereof, and each party shall be entitled to confidentially maintain copies. Upon written request, the other party will provide copies of requested applicable records, within ten (10) days of receipt of request, and if bound by law to disclose such agreements, notify the other party of such disclosure within a ten (10) day period.

11) All notices of documents will be mailed to the addresses first listed on this agreement. Notices must be mailed using certified mail, return receipt requested.

12) AirCare is a Washington Corporation and is NOT a partner, agent, or employee of the Customer. Furthermore, neither party shall have any authority to bind the other in any contractual agreements. This agreement shall be construed in accordance with, and governed by, the laws of the State of Washington, U.S.A. Venue for any action concerning this agreement shall be in King County, Washington, U.S.A.

This agreement together with the Order Form are the entire agreement. There are no other agreements or understandings between the parties. No change or modification of this agreement shall be valid unless the same is in writing and signed by both parties.