

This License agreement (“Agreement”) outlines the terms, conditions, obligations, rights and requirements of both parties for the use of FlightPro 135, a cloud based software application (“FlightPro 135”) provided by Flight Compliance Systems, LLC (“FCS”). This Agreement is made between,

Flight Compliance Systems, LLC (“FCS”) of 27 W. Anapamu St, Suite 332, Santa Barbara CA 93101;

and

_____ (“Client”)

1. Proprietary Rights

- 1.1. Client acknowledges and agrees that FCS owns all legal right, title and interest in and to FlightPro 135, including any intellectual property rights which subsist in FlightPro 135 (whether those rights happen to be registered or not, and wherever in the world those rights may exist). Client further acknowledges that FlightPro 135 may contain information which is designated confidential by FCS and Client shall not disclose such information without FCS’s prior written consent.
- 1.2. Client does not have any rights to use FCS trade names, trademarks, service marks, logos, domain names, and other distinctive brand features other than specified in this Agreement.

2. Limited License from FCS

- 2.1. FCS gives Client a personal, worldwide, non-assignable and non-exclusive license to use FlightPro 135.
- 2.2. Client may not (and Client may not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of FlightPro 135 or any part thereof, unless this is expressly permitted or required by law, or unless Client has been given permission in writing by FCS.

3. Software Updates and Server Upgrades

- 3.1. FlightPro 135 will be upgraded from time to time by FCS. These updates are designed to improve, enhance and further develop FlightPro 135 and may take the form of bug fixes, enhanced functions, new software modules and completely new versions. Client agrees to such updates.
- 3.2. FCS will advise Client within 24 hours when updates are made. If updates interfere with Clients’ access to FlightPro 135, FCS will make updates outside of normal business hours. Any interruption to FlightPro 135 during updates or server upgrades will be limited to a maximum of 3 hours.

4. Client Records

- 4.1. FCS acknowledges and agrees that it retains no right, title or interest to any content, records or company information that Client maintains in FlightPro 135, including any intellectual property rights which subsist in that content (whether those rights happen to be registered or not, and wherever in the world those rights may exist).
- 4.2. FCS acknowledges and agrees that Clients’ records, files and information will be stored with three (3) layers of redundancy. Client records will backed up on-site to a secondary server four (4) times every 24 hours and backed up to an off-site server once per day.

5. Client Support

- 5.1. FCS will provide continuous technical and product use support to Client. Support will be available by telephone or email 24 hours a day, all days of the year. Support is provided by FCS to Client at no additional cost.

6. Setup and Training

- 6.1. Training for FlightPro 135 will be provided by FCS to Client. Setup and training options and fees are outlined in Appendix A.

7. Access to Records in the Event of FlightPro 135 Being Discontinued

- 7.1. Client acknowledges and agrees that FCS may discontinue FlightPro 135 (or any feature within FlightPro 135) temporarily or permanently.
- 7.2. Client acknowledges and agrees that if FlightPro 135 is discontinued, Client may be prevented from accessing Client information, records, files and other data.
- 7.3. Should FlightPro 135 be discontinued permanently or temporarily, FCS will provide an "End Date" and notify Client no less than 30 days prior to the End Date to allow Client to download, print or save files, records or other Client information.
- 7.4. If Client requires more than 30 days to download, print or save files, records or other information, Client must inform FCS in writing prior to the End Date.

8. Client Passwords and Account Security

- 8.1. Client agrees and understands that Client is responsible for maintaining the confidentiality of passwords associated with FlightPro 135.
- 8.2. FCS will not share, allow access to, distribute or allow to be viewed any Client account usernames and/or passwords.

9. Privacy of Client Records and Information

- 9.1. FCS will not share, allow access to, distribute or allow to be viewed any Client content, records or company information by any unauthorized third parties or any government organization including, but not limited to, the FAA, DOT or TSA.

10. Term and Termination

- 10.1. This Agreement will continue to apply until terminated by either Client or FCS as set out below.
- 10.2. Client may terminate this Agreement at any time by notifying FCS in writing (letter, fax or email) using the then current contact information of FCS as displayed at FlightPro135.com or at such other address, email address or fax number provided by FCS to Client. Client must also pay any outstanding balance due to FCS.
- 10.3. FCS may, at any time, terminate this Agreement if: (a) Client breaches any provision of this Agreement or; (b) FCS is required to do so by law (for example, where the use of FlightPro 135 becomes unlawful).
- 10.4. In the event of termination of this Agreement (by either party), FCS shall provide Client with 30 days notice to allow Client to download, print or save files, records or other company information. If Client requires more than 30 days to download, print or save files, records or other company information, Client must inform FCS in writing (email, fax or letter) before the 30 days expires.

11. LIMITATION OF LIABILITY

- 11.1. SUBJECT TO THE OVERALL PROVISIONS IN THIS AGREEMENT, CLIENT EXPRESSLY UNDERSTANDS AND AGREES THAT FCS, ITS SUBSIDIARIES, AFFILIATES AND LICENSORS SHALL NOT BE LIABLE TO CLIENT FOR:
- 11.2. ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY CLIENT, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS;
- 11.3. ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY CLIENT, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE AS A RESULT OF:
- I ANY CHANGES WHICH FCS MAY MAKE TO FLIGHTPRO 135, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF FLIGHTPRO 135 (OR ANY FEATURES OF FLIGHTPRO 135);
 - II THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH CLIENTS USE OF FLIGHTPRO 135;
 - III CLIENTS FAILURE TO PROVIDE FCS WITH ACCURATE ACCOUNT INFORMATION;
 - IV CLIENTS FAILURE TO KEEP CLIENT PASSWORD(S) OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL;

12. Changes to the Terms of Use for FlightPro 135

- 12.1. FCS may make changes to the Terms of Use for FlightPro 135. When these changes are made, FCS will update the Terms of Use at www.FlightPro135.com and post the date that the Terms of Use were last updated.
- 12.2. Client understands and agrees that using FlightPro 135 after new Terms of Use have been posted at FlightPro135.com, shall be deemed as Clients acceptance of the new Terms of Use.

13. General Legal Terms

- 13.1. This Agreement constitutes the whole legal agreement between Client and FCS and governs Clients use of FlightPro 135 and completely replaces any prior agreements between Client and FCS in relation to FlightPro 135.
- 13.2. Client agrees that FCS may provide Client with notices, including those regarding changes to the Terms, by email, regular mail, fax or postings at a secure message board at FlightPro135.com
- 13.3. The terms of this Agreement shall be governed by the laws of the State of California. Client and FCS agree to submit to the exclusive jurisdiction of the courts located within the county of Santa Barbara, California to resolve any legal matter arising from this Agreement.
- 13.4. Any controversy between the Parties arising out of, under or relating to the enforcement of the terms of this Agreement ("Controversy") shall be submitted the American Arbitration Association ("AAA") for binding arbitration pursuant to its Commercial Arbitration Rules with the hearing to be held in Santa Barbara, California. The Parties each acknowledge and agree that by agreeing to this arbitration provision, they are waiving any rights to bring claims in a court of law and are waiving any right to a trial by jury.



14. Fees

- 14.1. Client acknowledges and agrees to the fees and terms of payment outlined in Appendix A of this Agreement.
- 14.2. Client acknowledges and agrees to pay all setup and training fees upon execution of this Agreement.
- 14.3. FCS agrees to not raise the fees listed in Appendix A for the duration of this Agreement.
- 14.4. In the event that the fees for FlightPro 135 are reduced (as published at FlightPro135.com), Client will be charged the reduced fees.

Agreed and accepted by an authorized representative of Client (an Officer, Director or Managing Partner/Member or Agent of Service).

Print Name

Signature

Title

____/____/_____
Date



Appendix A – Fees

Monthly Fee

\$100 per aircraft per month for up to four aircraft.

\$50 per aircraft per month for each additional aircraft (after the first four).

Includes unlimited and ongoing use of FlightPro 135, including unlimited support and telephone training. Clients credit card will be automatically charged at the beginning of each month based on the number of active aircraft in FlightPro 135. Any aircraft removed or added to FlightPro 135 will be charged accordingly in the following months billing cycle.

Basic Setup & Training
(optional)

\$1,500

An FCS technician will come to your office for 1 full day to train one designated employee on how to use FlightPro 135. As part of this training, the technician will scan and upload all FAA compliance related documents and records for up to two aircraft and two pilots, thereby demonstrating to Client how to setup additional aircraft and pilots within FlightPro 135.

Complete Setup & Training
(optional)

\$2,500 (includes 5 aircraft) + \$200 per additional aircraft

An FCS technician will come to your office and provide complete training to all relevant personnel on how to use FlightPro 135. The technician will also scan and upload all FAA compliance related documents and records for the company, all aircraft and all pilots.

Appendix B – Company & Billing Information

Company Information			Billing Information		
Company Name:			Credit Card: <input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> American Express		
Address 1:			CC #:		
Address 2:			Expiration Date: _____/_____/_____	Security Code: _____	
City:	State:	Zip:	Name on Card:		
Certificate Number:			Billing Address:		
Ph:	Fax:				
Administrator Name:			City:	State:	Zip:
Administrator Email:					
Administrator Phone:					



Appendix C – Aircraft Information

Aircraft can be added and removed at any time by contacting the FlightPro 135 help desk.

Aircraft	Registration Number	Serial Number	Make	Model	Hobbs
1					<input type="checkbox"/>
2					<input type="checkbox"/>
3					<input type="checkbox"/>
4					<input type="checkbox"/>
5					<input type="checkbox"/>
6					<input type="checkbox"/>
7					<input type="checkbox"/>
8					<input type="checkbox"/>
9					<input type="checkbox"/>
10					<input type="checkbox"/>
11					<input type="checkbox"/>
12					<input type="checkbox"/>
13					<input type="checkbox"/>
14					<input type="checkbox"/>