Savvy Aviation, Inc.
30 N. Gould Street, Suite 7491
Sheridan, WY 82801
Toll Free +1 (888) 465-8038

POWERED BY SAVVY SERVICE AGREEMENT

This Powered by Savvy Service Agreement ("Agreement") is between Savvy Aviation, Inc. ("Savvy"), a Wyoming corporation that provides aircraft maintenance-related services, and an individual or entity ("Client") that is engaged in the business of performing maintenance, preventive maintenance, rebuilding, alteration and/or inspection of general aviation aircraft. Savvy agrees to perform those certain services ("Plan Services") that are included in the Powered by Savvy subscription plan ("Plan" or "PBS") in which Client has enrolled online, in consideration of the fee ("Fee") paid by Client to Savvy at the time of enrollment in or renewal of the Plan. A description of the Plan Services is set forth in the attached Appendix A. Savvy's Online Privacy Policy and Terms of Service are published at https://apps.savvyaviation.com/legal/ and are incorporated into this Agreement by reference.

Client is an established, independently owned and operated business. This Agreement constitutes a subscription for consulting services together with a limited trademark license, and does not grant Client a franchise, business opportunity, or any right to operate under a system or marketing plan prescribed by Savvy.

1. **Definitions**: As used in this Agreement:

   (a) "Maintenance" means maintenance, preventive maintenance, rebuilding, alteration and inspection as those terms are defined in Applicable Regulations.

   (b) "Applicable Regulations" means the U.S. Federal Aviation Regulations (Title 14 of the Code of Federal Regulations) with respect to any aircraft registered in the United States, and the applicable civil aviation regulations of the country of registry with respect to any aircraft registered elsewhere.

   (c) "Facility" means the single physical location of Client identified by Client to Savvy at the time of enrollment, at or from which Client performs Maintenance. This includes a mobile or field-service mechanic's home base of operations, even if Maintenance is regularly performed at other locations away from that base. Where Client holds an air agency certificate under 14 CFR Part 145, satellite or additional locations identified on that certificate at which Client's personnel are authorized to perform work under that certificate are treated as part of the same Facility and do not require a separate Plan.

   (d) "Authorized User" means an employee or agent of Client who works at or from the Facility and whom Client has designated to Savvy as a person entitled to request and receive Plan Services on Client's behalf.

(e) "Subject Aircraft" means any aircraft, engine, propeller, appliance, component or part concerning which Client requests Plan Services. Client acknowledges that Subject Aircraft are ordinarily owned by persons other than Client.

(f) "Owner" means the owner and/or operator of a Subject Aircraft, being a customer or prospective customer of Client. At no time will Savvy be deemed to be the owner or the operator of any Subject Aircraft.

(g) "Online Platform" means Savvy's proprietary Internet-based website, ticket system and data repositories through which the Plan Services are requested and delivered.

2. **Term**: Savvy agrees to provide the Plan Services described herein to Client for a period of one year (the "Term") from the effective date of this Agreement ("Start Date"), which shall be the date upon which Savvy has received electronic notification of Client's intention to be bound by the terms of the Agreement.

3. **Fee and Earned Fee**: The Fee for the Plan is the annual subscription fee published on the SavvyAviation.com website at the time of enrollment or renewal, and is payable in advance. The Fee entitles Client to the Plan Services at a single Facility for the Authorized Users designated by Client. The entire Fee is deemed to be earned by Savvy at initial enrollment and at each renewal, and there is no unearned portion of the Fee. Accordingly, no refund of the Fee, in whole or in part, will be due upon termination of this Agreement by either party for any reason.

4. **Eligibility**: This Plan is offered only to maintenance providers. Client represents, warrants and covenants that throughout the Term Client and the personnel performing Maintenance for Client hold, and will maintain in good standing, all certificates, ratings, authorizations, licenses and approvals required by Applicable Regulations for the Maintenance that Client performs, including as applicable an FAA Mechanic Certificate with Airframe and Powerplant ratings, Inspection Authorization or rating, air agency certification under 14 CFR Part 145, or the foreign equivalent thereof. Client will promptly notify Savvy in writing or electronically of the suspension, revocation, surrender, expiration or non-renewal of any such certificate or authorization, and of the commencement of any enforcement, certificate action or similar proceeding against Client by any civil aviation authority. Savvy may require reasonable evidence of Client's eligibility at enrollment, at renewal and at any time during the Term.

5. **Plan Services and Availability**: The Plan Services are described in Appendix A and are provided solely by means of the Online Platform. Savvy will use reasonable efforts to respond to Client's requests promptly during Savvy's normal business hours, but Savvy does not guarantee any particular response time, turnaround time, or availability of any particular analyst, technician or subject matter specialist. Client understands and acknowledges that the Plan is not an emergency, AOG or dispatch service, is not staffed on a 24-hour basis, and is not a substitute for Client's own technical resources. Savvy may in its sole discretion

decline any request that falls outside the scope of the Plan Services, that concerns a subject outside the expertise of Savvy's personnel, that in Savvy's judgment lacks diagnostic value, or that Savvy is unable to address on the basis of the information provided.

The Plan Services are limited to technical consultation concerning the condition, diagnosis and maintenance of Subject Aircraft. They do not include, and Savvy will not provide, advice or direction concerning the operation of Client's business, including its organizational structure, staffing, personnel policies, hours of operation, facilities, equipment, pricing, billing practices, marketing, advertising, customer selection, choice of suppliers, or accounting or financial practices. Savvy furnishes no operating manual, business system, method of operation or marketing plan, and requires no training program.

6. **Authorized Users, Single Facility and Fair Use**: The Plan covers one Facility, and Savvy may establish and publish from time to time a maximum number of Authorized Users included with the Plan. Account credentials are personal to each Authorized User and may not be shared, sold, sublicensed or transferred. Client is responsible for all activity conducted under its account and for its Authorized Users' compliance with this Agreement, and will promptly notify Savvy of any suspected unauthorized use. Client's access to the Plan Services is unlimited in quantity only as reasonably necessary for Client's own internal use in connection with Maintenance that Client itself is performing, is preparing to perform, or has performed. Client shall not:

   (a) resell, license, repackage, republish or otherwise redistribute the Plan Services or any advice, analysis, interpretation, report or troubleshooting plan furnished by Savvy, or hold out the Plan Services as Client's own service or as a service offering of Client to its customers;

   (b) use the Plan Services for, or on behalf of, any other maintenance provider, any additional location of Client other than a satellite location covered by Paragraph 1(c), or any person who is not an Authorized User, or for aircraft on which Client is not itself engaged; coverage of additional locations requires enrollment of each such location in a separate Plan;

   (c) submit requests on behalf of an Owner or any other third party, or use the Plan as a substitute for an Owner's own subscription to a Savvy plan; or

   (d) use the Plan Services in a volume or manner that Savvy in its reasonable judgment deems excessive, abusive, or beyond the scope of Savvy's obligations hereunder.

   Savvy may, upon notice to Client, limit, suspend or terminate access for violation of this paragraph.

7. **Maintenance Decision-Making and Airworthiness Determinations**: Savvy will assist Client with technical advice, second opinions, interpretation of diagnostic data, troubleshooting suggestions and similar consulting services, but at no time

will Savvy make Maintenance decisions concerning any Subject Aircraft. Client is the maintenance provider and understands and agrees that Client is at all times solely responsible for:

(a) the decision as to what Maintenance is to be performed on any Subject Aircraft, and how, where, when and by whom it is to be performed;

(b) the performance and workmanship of all Maintenance, including all troubleshooting, disassembly, repair, replacement, reassembly, testing and inspection;

(c) all determinations of airworthiness, all approvals for return to service, and all maintenance record entries required by Applicable Regulations;

(d) compliance with Applicable Regulations, including airworthiness directives, manufacturer's instructions for continued airworthiness, service information, and the use of appropriate approved or acceptable technical data; and

(e) all communications with, disclosures to, and agreements with the Owner of any Subject Aircraft, including the scope, cost and warranty of Client's work.

Savvy will not make determinations of airworthiness or provide a definitive diagnosis of the condition of any Subject Aircraft or its components. Client understands and acknowledges that such determinations and diagnoses can be made only by a qualified aviation maintenance technician after examining the physical aircraft. Client is a qualified maintenance provider and agrees that it will exercise its own independent professional judgment with respect to every Subject Aircraft, and will not perform, omit, defer or approve any Maintenance, or make or withhold any airworthiness determination, in reliance upon Savvy's advice as a substitute for that judgment.

8. **No Maintenance, Inspection or Supervision by Savvy**: At no time will Savvy or any of its employees, agents or independent contractors:

(a) perform any Maintenance upon or inspection of any Subject Aircraft;

(b) supervise Client, any Authorized User, or any other person performing Maintenance, including within the meaning of 14 CFR 43.3(d) or any comparable provision of Applicable Regulations, or serve as the person "directly in charge" of any work within the meaning of 14 CFR Part 145;

(c) approve any aircraft, engine, propeller, appliance or component for return to service, or make, sign or endorse any maintenance record entry, log entry, work order, inspection record, FAA Form 337, or other regulatory document;

(d) hold or serve in any position under Client's certificate, operations specifications, repair station manual, quality control manual, safety management system or equivalent, including accountable manager, chief inspector, quality manager, or supervisor; or

(e) second-guess or override any airworthiness determination made by Client or by any other maintenance provider.

Savvy is not a certificated repair station and holds no certificate under 14 CFR Part 65, Part 145 or any comparable provision of Applicable Regulations. Nothing in this Agreement shall be construed to delegate to Savvy, or to impose upon Savvy, any duty or responsibility of Client under Applicable Regulations, under Client's certificate, or under any agreement between Client and an Owner.

9. **No Approved Data; No Regulatory or Engineering Approvals**: Client understands and acknowledges that the advice, interpretations, opinions, troubleshooting plans and other materials authored by Savvy hereunder do not constitute and shall not be treated as approved or acceptable technical data, instructions for continued airworthiness, a supplemental type certificate, a parts manufacturer approval, an engineering approval by a designated engineering representative or other designee, a field approval, a determination of compliance with any airworthiness directive, or any other regulatory determination or approval. In the course of providing the Plan Services, Savvy may quote from or forward to Client material published by others, including excerpts from manufacturers' maintenance manuals and instructions for continued airworthiness, service bulletins and service instructions, airworthiness directives, and regulatory material. Such material retains whatever status it has under Applicable Regulations independent of Savvy, and nothing in this paragraph characterizes it. Savvy furnishes such material solely for Client's convenience, does not represent that any excerpt is current, complete or applicable to the Subject Aircraft, and grants Client no license to any third party's copyrighted or licensed publication. Client is solely responsible for obtaining, holding and using the technical data required by Applicable Regulations for the Maintenance it performs and for verifying any excerpt against the controlling document, and Savvy makes no representation or warranty that following any advice given by Savvy will result in compliance with Applicable Regulations.

10. **Parts Sourcing and Vendor Assistance**: Where Savvy assists Client in locating parts, materials, tooling, or repair, overhaul or specialty services, Savvy acts solely as a source of information and opinion. Savvy does not sell, supply, broker, distribute, inspect, test or warrant any part, material or service, and makes no representation or warranty as to the availability, price, delivery, condition, authenticity, traceability, documentation, provenance, or eligibility for installation of any part, or as to the qualifications, workmanship, solvency or performance of any vendor, facility or technician identified by Savvy. Client is solely responsible for determining that any part is eligible for installation on the Subject Aircraft, for obtaining and evaluating all required documentation, and for inspecting and accepting any part or service. Savvy shall have no liability arising out of or relating to any part, material, service, vendor, facility or technician, and any transaction Client enters into with a third party is solely between Client and that third party.

11. **Relationship with Owners; No Third-Party Beneficiaries**: Savvy's sole client under this Agreement is Client. Savvy has no contractual, professional or other relationship with any Owner by reason of this Agreement, owes no duty to any Owner hereunder, and will communicate concerning Subject Aircraft only with Client's Authorized Users. Savvy will not communicate with Owners, pilots, brokers, insurers, other maintenance providers or other third parties in connection with the Plan Services. Client agrees that it will not, and will ensure that its personnel do not:

    (a) represent to any Owner or other person that Savvy has inspected, examined, supervised, directed, approved, endorsed, certified, warranted, guaranteed or assumed responsibility for any Maintenance performed by Client or for the condition or airworthiness of any Subject Aircraft, or identify Savvy as a party to, or as a basis of, any warranty, guarantee or representation that Client extends to any Owner or other person; or

    (b) attribute to Savvy any recommendation, opinion or diagnosis other than as actually given by Savvy, or disclose Savvy's advice to an Owner in a manner that is misleading or that omits the limitations set forth in this Agreement.

    This Agreement is entered into solely for the benefit of Savvy and Client. No Owner, and no other person or entity, is an intended or incidental third-party beneficiary of this Agreement or of the Plan Services, and no such person shall have any right to enforce any provision hereof or to assert any claim against Savvy arising out of the Plan Services.

12. **Savvy's Other Clients; No Exclusivity; Conflicts Waived**: Client acknowledges and agrees that Savvy provides services to aircraft owners and operators, including services in which Savvy acts as the owner's maintenance manager or representative, and that Savvy provides services to other maintenance providers, including competitors of Client. Client specifically acknowledges that in the course of representing an Owner, Savvy may deal with Client on the Owner's behalf, and in that capacity may, among other things, review, question, or negotiate Client's discrepancy lists, recommendations, estimates, invoices and workmanship, offer the Owner a second opinion concerning Maintenance performed or proposed by Client, recommend that the Owner obtain services elsewhere, and advise the Owner in a dispute with Client. Client agrees that none of the foregoing constitutes a conflict of interest, a breach of this Agreement, or a breach of any duty owed to Client; that Savvy owes Client no duty of loyalty, exclusivity or preference; and that Client waives and releases any claim against Savvy arising out of or relating to Savvy's provision of services to Owners or to other maintenance providers. Nothing in this paragraph relieves Savvy of its confidentiality obligations under Paragraph 15. Savvy will base any advice it gives an Owner concerning Maintenance performed or proposed by Client on information independently available in that engagement, and not on Client's confidential submissions under the Plan.

13. **Use of the "Powered by Savvy" Marks**: Subject to Client's continuous compliance with this Agreement, Savvy grants Client a limited, non-exclusive, non-transferable, non-sublicensable and revocable license, during the Term only, to use the designation "Powered by Savvy" and the associated logos and marks designated by Savvy (collectively, the "Marks") solely to identify Client as a current subscriber to the Plan, and strictly in accordance with the Savvy Trademark Usage Guidelines, which are limited to the graphic and typographic reproduction of the Marks, including approved artwork, minimum size, clear space, color values, typography, placement and prohibited alterations, and which impose no requirement concerning Client's business or its operations. Savvy may amend the Trademark Usage Guidelines upon 30 days' notice to Client, provided that any amendment is limited to the matters described in this sentence. Client shall use the Marks only in the composite form supplied by Savvy, which incorporates the legend "An independently owned and operated business. Savvy Aviation subscriber." Savvy retains all right, title and interest in and to the Marks, and all goodwill arising from Client's use of the Marks inures solely to Savvy's benefit. Client shall not:

    (a) alter, abbreviate, animate, recolor or create derivative works of the Marks, or combine them with any other mark;

    (b) register or apply to register the Marks or any confusingly similar mark, or incorporate the Marks into any corporate name, trade name, domain name, social media handle, or product or service name;

    (c) use the Marks in any manner that states or implies that Savvy inspects, supervises, approves, certifies, endorses, warrants or is responsible for Client's Maintenance, personnel, facilities or business, or that Savvy is a partner, joint venturer, agent or affiliate of Client;

    (d) use the Marks in connection with any statement concerning the airworthiness, quality, safety or regulatory compliance of any Subject Aircraft or of Client's work; or

    (e) use the Marks in any manner inconsistent with the Trademark Usage Guidelines.

    Savvy may review Client's use of the Marks at any time and may require Client to correct or discontinue any use that does not conform to the Trademark Usage Guidelines or that violates subparagraphs (a) through (e). Savvy's rights under this paragraph extend only to Client's use of the Marks and confer no right to review, approve or direct any other aspect of Client's business. Savvy may identify Client as a subscriber to the Plan, and may use Client's name and logo for that purpose, on Savvy's website and in Savvy's marketing materials. Upon expiration or termination of this Agreement for any reason, the license granted in this paragraph terminates immediately, and Client shall within fifteen (15) days cease all use of the Marks and remove them from all signage, websites, social media, advertising, directories, stationery, invoices, work orders, uniforms, vehicles and other materials within Client's control. Client acknowledges that any use of the

Marks after termination, or any use in violation of this paragraph, would cause Savvy irreparable harm for which monetary damages would be an inadequate remedy, and that Savvy shall be entitled to seek injunctive relief without the necessity of posting a bond, in addition to any other remedy available to it. The provisions of this paragraph shall survive the term of the Agreement.

14. **Client Data; Consents and Representations**: Client will provide Savvy with information and data concerning Subject Aircraft, which may include digital engine monitor data, borescope images, oil analysis and oil filter reports, photographs, maintenance records and logbook entries, discrepancy lists, work orders, estimates and invoices ("Client Data"). Client represents and warrants that it has obtained all rights, permissions and consents necessary from Owners and any other person to provide Client Data to Savvy and to permit Savvy to use it as contemplated by this Agreement and by Savvy's Online Privacy Policy and Terms of Service, and that its provision of Client Data to Savvy does not and will not violate Applicable Regulations, any other law, any contract, or any right of privacy or confidentiality. Client grants Savvy a worldwide, royalty-free, perpetual and irrevocable license to use, host, store, reproduce, modify, create derivative works from, communicate, publish and distribute Client Data for the purpose of providing and improving Savvy's services, and, in de-identified form that does not identify Client or any Owner, for research, benchmarking, analytics and product development. This license continues after termination of this Agreement. Client understands and acknowledges that Savvy's advice will be based solely upon the Client Data furnished to Savvy, that no representative of Savvy will physically examine any Subject Aircraft, that Savvy's knowledge of a Subject Aircraft's condition may therefore be inaccurate or incomplete, and that Savvy is not responsible for any erroneous interpretation, opinion or probable diagnosis that results from Client Data that is inaccurate, incomplete or misleading.

15. **Confidentiality**: Savvy agrees to use reasonable efforts to keep all communications with Client confidential and to share them with no one other than those Savvy is specifically authorized or directed to share them with by Client or by appropriate action of law. Materials furnished or disclosed by Savvy to Client are protected under Paragraph 16, and Client's obligations with respect to them are governed exclusively by that paragraph. The obligations of this paragraph shall survive the term of the Agreement.

16. **Intellectual Property**: All content, materials, analyses, reports, interpretations, troubleshooting plans, methodologies, protocols, checklists, documentation, software, algorithms, pricing and features of the Online Platform that are authored or developed by Savvy, and all intellectual property rights therein, are and remain the exclusive property of Savvy and are Savvy's confidential and proprietary information. This paragraph does not apply to material authored by others that Savvy quotes or forwards to Client, which remains subject to the rights of its owner. Client receives only a limited, non-exclusive, non-transferable license to use materials furnished by Savvy internally, for the specific Maintenance event

for which they were furnished, during the Term, and may disclose them only to its Authorized Users and, to the extent reasonably necessary to perform Maintenance on a Subject Aircraft, to the Owner of that Subject Aircraft, subject in all cases to Paragraphs 11 and 13. Client shall not copy, publish, post, distribute, sell, license or otherwise exploit such materials, use them to develop a competing service, use them as training data for any machine learning or artificial intelligence system, or reverse engineer, decompile or attempt to derive the source code or underlying algorithms of the Online Platform or any Savvy software tool. Savvy shall be free to use, without restriction or compensation, any suggestion, feedback, or general knowledge, skill or experience gained in the course of providing the Plan Services. The obligations of this paragraph shall survive the term of the Agreement.

17. **Hold Harmless and Indemnification**: In recognition of the limited nature of Savvy's interactions with Subject Aircraft hereunder, including specifically the facts that Savvy does not perform Maintenance upon, inspect, or supervise the Maintenance of Subject Aircraft, does not make airworthiness determinations, and does not approve any Subject Aircraft for return to service, as set forth in Paragraphs 7 and 8 herein, Client agrees:

    (a) to hold harmless and indemnify Savvy and its officers, directors, agents, employees, independent contractors, attorneys, insurers and successors against any and all loss, cost, damage, injury or death claims, demands, liability, third party claims and expense of every nature arising directly or indirectly from or in connection with this Agreement, the Plan Services, or any Maintenance performed, omitted or approved by Client, except when arising from the willful misconduct or gross negligence of Savvy. Client acknowledges that this obligation expressly extends to claims made by or on behalf of Owners, their insurers and subrogees, pilots, passengers, and any other person. The provisions of this paragraph shall survive the term of the Agreement;

    (b) that in any event the extent of financial liability of Savvy to Client shall be capped at the amount of fees paid by Client to Savvy during the applicable Term of the Agreement;

    (c) that Savvy shall not be liable for lost profits, lost revenue, loss of business, business interruption, aircraft downtime or loss of use, cost of rework or of replacement services, loss of data, loss of goodwill, regulatory fines, penalties or enforcement action, certificate action, or any indirect, special, incidental, consequential, exemplary or punitive damages, whether or not Savvy has been advised of the possibility of such damages; and

    (d) that Client will, at Savvy's election, defend any claim subject to subparagraph (a) with counsel reasonably acceptable to Savvy, that Savvy may participate in the defense with counsel of its own choosing at its own expense, and that Client will not settle any such claim in a manner that imposes any obligation or admission of fault upon Savvy without Savvy's prior written consent.

18. **No Warranties**: CLIENT UNDERSTANDS THAT SAVVY WILL USE ITS BEST EFFORTS TO PROVIDE PLAN SERVICES OF AS HIGH QUALITY AS PRACTICAL UNDER THE CIRCUMSTANCES. HOWEVER, SAVVY MAKES NO GUARANTEES OR WARRANTIES OF ANY SORT, EXPRESS OR IMPLIED, AS TO THE ACTUAL QUALITY OF THE PLAN SERVICES; THE ACCURACY, COMPLETENESS OR SUITABILITY OF ANY ADVICE, OPINION, INTERPRETATION, PROBABLE DIAGNOSIS OR TROUBLESHOOTING PLAN FURNISHED BY SAVVY; THE QUALITY OR OUTCOME OF MAINTENANCE PERFORMED BY CLIENT OR BY ANY OTHER PERSON; THE AVAILABILITY, CONDITION, ELIGIBILITY OR SUITABILITY OF ANY PART OR THE PERFORMANCE OF ANY VENDOR OR FACILITY; OR THE SAFETY OR AIRWORTHINESS OF ANY SUBJECT AIRCRAFT. CLIENT UNDERSTANDS THAT, FOR PURPOSES OF THIS AGREEMENT, CLIENT REMAINS FULLY RESPONSIBLE FOR THE MAINTENANCE AND INSPECTIONS IT PERFORMS AND FOR ITS COMPLIANCE WITH APPLICABLE REGULATIONS. IN PROVIDING THE PLAN SERVICES, SAVVY MAY USE CERTAIN ANALYTICAL SOFTWARE TOOLS IT HAS DEVELOPED. ALTHOUGH SAVVY USES REASONABLE CARE TO ENSURE THAT SUCH TOOLS PROVIDE ACCURATE RESULTS, SAVVY MAKES NO COMMITMENTS, REPRESENTATIONS OR WARRANTIES ABOUT THE SPECIFIC FUNCTIONS OR RELIABILITY OF SUCH TOOLS, THE ACCURACY OR RELIABILITY OF THE UNDERLYING ALGORITHMS AND SOFTWARE, OR THE ACCURACY OF SAVVY'S RESULTING INTERPRETATIONS OF ENGINE DATA OR OTHER DIAGNOSTIC DATA. THE PLAN SERVICES AND THE ONLINE PLATFORM ARE PROVIDED "AS IS." TO THE EXTENT PERMITTED BY LAW, SAVVY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

19. **Client's Insurance**: Throughout the Term, Client shall maintain at its own expense, with insurers of recognized responsibility, commercial general liability insurance including aviation premises and products/completed operations liability coverage, together with such coverage for aircraft in Client's care, custody or control as is customary for maintenance providers of Client's size and scope, all in amounts consistent with prudent industry practice. At a minimum, Client shall maintain commercial general liability coverage, including products/completed operations coverage, with limits of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate, and shall name Savvy as an additional insured and provide Savvy with at least 30 days' advance written notice of cancellation or material reduction in coverage. The requirements of the two preceding sentences apply only to a Client that employs more than one aviation maintenance technician or performs more than six annual inspections in any twelve-month period; a Client below both of those thresholds is not required to carry insurance under this paragraph, but shall notify Savvy promptly upon exceeding either threshold and shall thereafter comply with this paragraph. Client's insurance, if any, shall be primary with respect to any claim arising out of Maintenance

performed by Client. Client waives, and shall cause its insurers to waive, all rights of subrogation against Savvy with respect to any such claim. Client shall furnish a certificate of insurance evidencing any coverage required or carried hereunder upon Savvy's reasonable request.

20. **No Testimony or Litigation Support**: The Plan Services do not include, and Savvy shall have no obligation to provide, service as a consulting or testifying expert, declarations, affidavits, reports or opinions prepared for use in a proceeding, or participation of any kind in any dispute, mediation, arbitration, litigation, insurance claim, accident investigation, or regulatory or enforcement proceeding involving Client, an Owner or any third party. In the event Savvy is served with a subpoena or other legal process seeking documents, data or testimony relating to Client or to Plan Services furnished to Client, and Savvy is not itself a party adverse to Client in that matter, Client shall reimburse Savvy for its reasonable costs and attorneys' fees incurred in responding, together with Savvy's then-standard hourly charges for the time of Savvy's personnel.

21. **Additional Work**: This Agreement sets forth the obligations of Savvy in their entirety. Should Client seek to have Savvy undertake any work or travel that is not specifically covered by this Agreement, including any of the services excluded by Appendix A, such work shall be the subject of a separate and discreet written agreement and not conducted under the terms of this Agreement.

22. **Termination**: Client may terminate this Agreement at any time for any reason upon 15 days prior written or electronic notice to Savvy. Savvy may terminate this Agreement upon 15 days prior written or electronic notice to Client under the following circumstances:

    (a) Client demands that Savvy perform services that Savvy deems to be excessive or beyond the scope of its obligations as set forth herein;

    (b) Client repeatedly fails to furnish information reasonably necessary for Savvy to respond to its requests, or engages in abusive or harassing conduct toward Savvy's personnel;

    (c) Client ceases to meet the eligibility requirements of Paragraph 4, including by reason of the suspension, revocation, surrender or expiration of any certificate or authorization required for the Maintenance Client performs;

    (d) Client violation of the Online Privacy Policy and Terms of Service published on the SavvyAviation.com website;

    (e) Client breaches Paragraph 6, including by sharing account credentials or by reselling, redistributing or repackaging the Plan Services;

    (f) Client uses the Marks in violation of Paragraph 13, or misrepresents to any Owner or other person the nature of its relationship with Savvy or the nature of the Plan Services;

    (g) Client fails to pay any amount owed to Savvy when due; or

(h) Savvy determines, in its sole discretion, that continued association with Client presents a risk to the reputation or goodwill of Savvy or of the Marks; provided that Savvy does not establish, monitor or enforce standards for the quality of Client's Maintenance, and nothing in this subparagraph confers any right to do so.

Savvy shall have no right to terminate, suspend or otherwise penalize Client by reason of Client's decision not to follow any advice, opinion or recommendation furnished by Savvy.

In the case of subparagraphs (e), (f) and (h), Savvy may suspend Client's access to the Plan Services and Client's license to use the Marks immediately upon notice, pending the effective date of termination. Upon expiration or termination of this Agreement for any reason, Client's access to the Online Platform and license to use the Marks shall cease, and the entire Fee shall be deemed earned as provided in Paragraph 3, with no refund due to Client.

23. **Expiration and Renewal**: At approximately 30 days prior to expiration of this Agreement Savvy shall notify Client electronically of the upcoming anniversary date and request electronic notification of Client's decision to terminate or renew this Agreement on that date. Savvy may elect not to renew this Agreement at the end of the then-current Term in its sole discretion, for any reason or for no reason, by giving Client written or electronic notice not less than 30 days prior to the anniversary date. Absent such an election by Savvy and absent termination instructions by Client, this Agreement shall automatically be renewed on its anniversary date for an additional year, and the terms, conditions and fees hereunder shall be automatically amended to the then-current version of the Powered by Savvy Service Agreement as it appears on Savvy's web site on the renewal date. Client acknowledges that this Agreement is a subscription for a fixed term, that Client has no expectation of renewal and no vested, goodwill or going-concern interest in its continuation, and that neither this Agreement nor any renewal creates any right to perpetuate the relationship. A non-renewal by Savvy under this paragraph is not a termination for cause under Paragraph 22 and implies nothing concerning the quality of Client's Maintenance or the conduct of Client's business. Upon expiration without renewal, the consequences set forth in Paragraph 22 shall apply, including the immediate cessation of Client's license to use the Marks under Paragraph 13.

24. **Assignment; Change of Facility**: This Agreement is personal to Client. Client may not assign, delegate or otherwise transfer this Agreement or any right or obligation hereunder, whether voluntarily, by operation of law, or in connection with a merger, reorganization, sale of substantially all of Client's assets, or change in control of Client, without Savvy's prior written consent, which Savvy may withhold in its sole discretion. Any purported transfer in violation of this paragraph is void. Savvy may assign this Agreement without restriction. Client may relocate the Facility upon notice to Savvy; the addition of any location other than a satellite location covered by Paragraph 1(c) requires a separate Plan as provided in Paragraph 6.

25. **Online Privacy Policy**: Client has reviewed and agreed to the Savvy Aviation, Inc. Online Privacy Policy and Terms of Service published at https://apps.savvyaviation.com/legal/, as amended from time to time, which are incorporated into this Agreement by reference. Savvy may amend the Online Privacy Policy and Terms of Service from time to time and will post the amended version at that address. An amendment is effective as to Client upon posting, except that an amendment that materially and adversely affects Client's rights under this Agreement takes effect as to Client on the next renewal date under Paragraph 23, unless the amendment is required by law or is reasonably necessary to address a security or operational risk. No amendment applies to any claim or dispute arising before its effective date. Client agrees that Savvy has taken reasonable steps to protect the limited private information and data provided by Client to Savvy, and further agrees to hold Savvy harmless and waive any rights of suit against Savvy for loss of such data.

26. **Independent Contractor; No Agency or Franchise**: Savvy is an independent contractor. Nothing in this Agreement creates a partnership, joint venture, franchise, agency, employment, fiduciary or exclusive relationship between the parties, and neither party has authority to bind the other or to incur obligations on the other's behalf. Client operates its own business independently and retains sole control over its personnel, facilities, methods of work, pricing, customer relationships and day-to-day operations. Savvy neither exercises nor has the right to exercise control over Client's business operations, and the license of the Marks granted in Paragraph 13 is not intended to and does not grant a franchise, business opportunity or distributorship of any kind.

    Savvy does not and shall not: approve or select Client's location; prescribe Client's hours of operation, décor, equipment or tooling; require Client to purchase any good or service from Savvy or from any designated supplier; require Client to participate in any advertising or promotional program; impose any sales quota, performance standard, territorial restriction or customer restriction; require Client to submit financial or operating reports; or require any of Client's personnel to complete any training program. Client is free at all times to obtain technical advice from other sources, including competitors of Savvy, and to disregard any advice furnished by Savvy.

27. **Force Majeure**: Savvy shall not be liable for any delay in or failure of performance hereunder caused by circumstances beyond its reasonable control, including acts of God, natural disaster, fire, flood, epidemic, war, terrorism, civil disturbance, labor dispute, governmental action, failure of the Internet or of telecommunications or hosting services, power failure, or malicious interference with Savvy's systems.

28. **Notices**: Notices required or permitted hereunder may be given electronically and shall be effective when sent to the email address of record that each party has furnished to the other, or, in the case of Savvy, to the address published on the SavvyAviation.com website. Client is responsible for maintaining a current email address in its account.

29. **Forum, Applicable Law and Attorneys' Fees**: In the event of any dispute arising from either this Agreement or the performance by Savvy of the Plan Services hereunder, Client and Savvy agree:

    (a) to submit to the exclusive jurisdiction of the federal and state courts within the State of Wyoming, Sheridan County, and that the law applied to such dispute shall be that of Wyoming without regard to its conflict of laws principles; and

    (b) that the prevailing party in such lawsuit shall be entitled to the recovery of its reasonable attorneys' fees incurred.

30. **Partial Invalidity**: If any term or provision of this Agreement or the application of any such term or provision will be invalid or unenforceable to any extent, the remainder of this Agreement, by any other application thereof, will be valid and be enforced to the fullest extent permitted by law.

31. **Survival**: Paragraphs 7 through 20 and Paragraphs 25 through 33, together with any other provision that by its nature is intended to survive, shall survive the expiration or termination of this Agreement.

32. **Entire Agreement**: The terms and conditions of this Agreement constitute the entire agreement between the parties and supersede all prior written and oral negotiations, representations and agreements, if any, between the parties and will be binding upon them, their successors, assigns and legal representatives.

33. **Modification of Agreement**: Except as provided in Paragraphs 6 and 23, and except for amendments to the Trademark Usage Guidelines made in accordance with Paragraph 13 and to the Online Privacy Policy and Terms of Service made in accordance with Paragraph 25, no change or modification hereof or waiver of any term or condition hereof will be effective unless the change or modification is in writing and signed by both parties.

APPENDIX A to Powered by Savvy Service Agreement

The Powered by Savvy Plan

Modeled after Savvy's SavvyQA plan for aircraft owners, the Powered by Savvy Plan gives Client's Authorized Users access to Savvy's team of veteran mechanics holding Inspection Authorization or rating, analysts and subject matter specialists for expert advice, troubleshooting and second opinions in connection with the Maintenance that Client performs.

1. **Services Provided**: The Plan Services relate only to Subject Aircraft on which Client is performing, is preparing to perform, or has performed Maintenance, and are provided solely by way of the Internet-based ticket system of the Online Platform. The Plan Services shall consist of the following:

    - **"Second Opinion"** – Savvy will review maintenance findings, recommendations, estimates and proposed corrective actions relating to a Subject Aircraft and offer Client an independent opinion about them.
    - **"Interpretation"** – Savvy will review digital engine monitor data, borescope images and reports, oil analysis reports, oil filter and screen debris findings, oil filter scanning electron microscopy (SEM) reports, compression test results, photographs and other similar diagnostic data concerning a Subject Aircraft provided to Savvy by Client, and will provide Client with an interpretation of that data.
    - **"Troubleshooting"** – Savvy will assist Client in developing a systematic troubleshooting plan to diagnose the probable causes of operating deficiencies, squawks and abnormal indications reported in connection with a Subject Aircraft.
    - **"Parts Sourcing Assistance"** – At Client's request, Savvy will assist Client in identifying potential sources of hard-to-find, obsolete or long-lead-time parts and materials, and potential lower-cost alternatives such as repair, PMA equivalents, serviceable used parts and salvage sources.
    - **"Vendor Recommendation"** – At Client's request, Savvy will advise Client on the selection of outside vendors, including facilities for overhauling engines, propellers, instruments, accessories and other components, and specialty repair and modification shops.
    - **"Technical Research Assistance"** – Savvy will assist Client in identifying, and may quote from or forward to Client, applicable airworthiness directives, service bulletins, service instructions and other published technical and regulatory material relevant to a Subject Aircraft, subject to Paragraph 9 of the Agreement.

2. **Limitations and Exclusions**: The Plan Services are subject to the limitations set forth in the Agreement, including Paragraphs 5 through 11 and Paragraph 14,

which govern Savvy's advisory role, availability, fair use, technical data, parts sourcing and communications. In addition:

- Service requests by Client will be handled serially (i.e., one at a time) by Savvy.
- The Plan Services do not include maintenance management, prebuy support, breakdown assistance or owner-representation services, and do not include any such service for aircraft owned or operated by Client. Those services are available only under Savvy's subscription plans for aircraft owners and operators.
- The Plan Services do not include on-site attendance at Client's Facility, training or certification of Client's personnel, quality or safety audits, regulatory compliance consulting, or the preparation or review of Client's manuals or procedures. Such work may be undertaken, if at all, only under a separate written agreement as provided in Paragraph 21 of the Agreement.