

**PULSAR INFORMATICS SERVICE LEVEL AGREEMENT
AVIATION FATIGUE METER SOFTWARE SERVICES**

Please read this Service Level Agreement (the “**Agreement**”) carefully. By using the Licensed Software as defined below, you and any entity or employer you are authorized to represent (hereinafter “**Customer**”) signify that Customer accepts all the terms and conditions of this Agreement. Customer agrees that this Agreement is like any written negotiated agreement signed by Customer. This Agreement is enforceable against Customer. If Customer does not agree to the terms of this Agreement, Customer may not use the Licensed Software.

1. DEFINITIONS

- 1.1 “**Authorized User**” means each employee, agent, contractor, and other person that Customer permits to use the Licensed Software for Customer’s benefit.
- 1.2 “**Licensed Software**” means (i) software marketed by Pulsar as Fatigue Meter and/or Fleet Insight, (ii) Updates, and (iii) all documentation, instructions, manuals, diagrams and other materials, in whatever medium or format, pertaining to the foregoing.
- 1.3 “**Personally Identifiable Information**” is any information about an individual, including (1) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.
- 1.4 “**Secondary Data**” shall mean data that: (i) is derived from Primary Data or otherwise results from the analysis of Primary Data, (ii) is substantially dissimilar to Primary Data, and (iii) does not include Personally Identifiable Information.
- 1.5 “**Updates**” means bug fixes and patches and other updates, enhancements, modifications, upgrades, versions, or releases of the Licensed Software, but shall not include new products or modules unless otherwise determined by Pulsar in its sole discretion.

2. LICENSE GRANTED

- 2.1 Subject to the conditions herein, Pulsar Informatics, Inc. (“**Pulsar**”) hereby grants to Customer, solely as a licensee, a personal, non-transferable, non-exclusive, limited right and license to display and use the Licensed Software during the Term (“**License**”). Pulsar reserves all other rights in the Licensed Software, which is protected by copyright, trade secret, and other intellectual property laws.
- 2.2 Customer may use the Licensed Software only for Customer’s own internal use. Customer agrees that Customer will not provide access to or give any part of the Licensed Software to a third party.
- 2.3 Customer is responsible for the compliance of all Authorized Users with the terms of this Agreement.

3. PERMITTED USE

- 3.1 Customer agrees to use the Licensed Software only for Customer’s internal business purposes and not in a manner that violates any applicable law, regulation, or the terms of this Agreement.

- 3.2 Customer agrees that Customer will not reproduce, modify, copy, deconstruct, reverse engineer, sell, trade or resell, or make derivative works of the Licensed Software.
- 3.3 Customer agrees not to use the Licensed Software to upload, post, distribute, link to, publish, reproduce, engage in or transmit any of the following, including but not limited to:
- a. illegal, fraudulent, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, harassing, offensive, inappropriate or objectionable information or communications of any kind, including without limitation conduct that would encourage criminal or civil liability under any local, state, federal or foreign law;
 - b. content that would impersonate someone else or falsely represent Customer's identity or qualifications, or that constitutes a breach of any individual's privacy;
 - c. except as permitted by Pulsar in writing, investment opportunities, solicitations, chain letters, or other unsolicited commercial communication;
 - d. viruses, Trojan horses, worms or other disruptive or harmful software or data; and
 - e. any information, software or content which is not legally Customer's and is accessed without permission from the copyright owner or intellectual property rights owner.

4. FEES AND PAYMENTS

- 4.1 The Licensed Software is licensed on a subscription basis. The subscription period shall commence on the Start Date ("**Start Date**") set forth in a signed Pulsar Informatics Quote or Order Confirmation Form ("**Order**"), and shall continue for the duration of the subscription period set forth therein ("**Subscription Period**") unless terminated earlier in accordance with the provisions of this Agreement.
- 4.2 In consideration for the License and other rights granted by Pulsar hereunder, Customer agrees to pay to Pulsar a subscription fee ("**Subscription Fee**"), together with any setup and integration fees that may be applicable, as set forth in the applicable Order.
- 4.3 Customer and Pulsar may mutually agree in writing to extend the Subscription Period at any time prior to the end of the Subscription Period. At the end of the Subscription Period, Customer's subscription to the Licensed Software shall automatically renew on an annual basis, unless the License is canceled or terminated in accordance with the terms of this Agreement.
- 4.4 Unless otherwise specified in the Order, Subscription Fees will be billed to Customer at the beginning of each subscription period during the Term. Payment terms are Net 30.
- 4.5 Customer shall pay with one of the following: (i) a valid credit card acceptable to Pulsar, (ii) sufficient funds in a checking or savings account to cover an electronic debit of the payment due, or (iii) another payment option agreed between the parties in writing. All fees paid are nonrefundable.
- 4.6 If Customer's payment and registration information is not accurate, current, and complete and Customer does not notify Pulsar promptly when such information changes, Pulsar may suspend or terminate Customer's License.

- 4.7 Customer shall be responsible for the payment of all taxes required by any local, federal, state or foreign government authority, including but not limited to import/export taxes and sales and use taxes, and excluding all taxes relating to Pulsar's income, that may be applicable in connection with this Agreement.

5. TERM AND TERMINATION

- 5.1 The term of this Agreement ("**Term**") shall commence on date of the initial use of the Licensed Software and shall be perpetual, subject to the termination conditions herein.
- 5.2 Customer may terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to Pulsar. If Customer elects to terminate this Agreement in accordance with the provisions of this section 5.2, Customer shall remit to Pulsar upon the effective date of termination full payment of all Subscription Fees pertaining to the period of time beginning on the effective date of termination through to the end of the Subscription Period.
- 5.3 Pulsar reserves the right to terminate this Agreement should Customer fail to comply with any term of this Agreement.
- 5.4 Upon termination of this Agreement, the License shall automatically terminate and Customer will not be able to access the Licensed Software.
- 5.5 Customer shall not be entitled to a refund of any portion of the Subscription Fee upon termination of this Agreement.
- 5.6 Sections 8 through 23 shall survive the termination of this Agreement.

6. SERVICE LEVEL DISCLAIMER

- 6.1 THE LICENSED SOFTWARE ARE PROVIDED ON AN "AS-IS" BASIS. PULSAR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE LICENSED SOFTWARE, INCLUDING ANY ASSERTIONS OF SYSTEM AVAILABILITY, ANNUAL UPTIME PERCENTAGE, SYSTEM RESPONSE TIME, MAXIMUM OR AVERAGE LATENCIES, OR ANY PERFORMANCE METRIC OF THE LICENSED SOFTWARE. PULSAR MAKES NO WARRANTY THAT THE LICENSED SOFTWARE WILL BE AVAILABLE ON AN UNINTERRUPTED BASIS, ERROR-FREE, OR THAT ANY DATA WILL BE SECURE OR NOT OTHERWISE LOST, STOLEN OR HARMED. EXCEPT TO THE EXTENT PROHIBITED BY LAW, PULSAR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, WITH REGARD TO THE LICENSED SOFTWARE AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES.
- 6.2 Pulsar will take commercially reasonable measures to address problems that may arise from time to time that Customer may experience in accessing the Licensed Software. Pulsar does not, however, promise any specific resolutions or response times with respect to such problems, but rather will address them in a timeframe at the sole discretion of Pulsar and consistent with Pulsar's commitment to providing high quality customer service to the best of its ability.
- 6.3 From time to time Pulsar may issue Updates to the Licensed Software. Customer agrees that the terms of this Agreement shall apply to any Updates. Pulsar shall not be obligated to issue Updates, and the issuance of any

Update shall not obligate Pulsar to issue Customer any new products, new versions, or subsequent upgrades to the Software.

- 6.4 Customer hereby acknowledges that Customer's remedies with regard to any failures on behalf of Pulsar and/or any third party service providers concerning system availability, annual uptime percentage, system response time, maximum or average latencies, problem response and resolution, or any other feature of the Licensed Software shall be limited to the greatest extent permissible by applicable law.

7. SUPPORT

- 7.1 Subject to Customer's payment of all Subscription Fees due, Pulsar will provide Customer with reasonable telephone and email support regarding the use and operation of the Licensed Software during normal business hours Eastern Standard Time. Pulsar reserves the right to charge Customer for unreasonable and excessive support requests, or for support issues that arise from Customer's negligence, misuse of the Licensed Software, and issues relating to third-party software and equipment, as determined by Pulsar at its sole discretion.

8. DATA PRIVACY & SECURITY

- 8.1 Customer understands that the use of the Licensed Software may require Customer to register individual user accounts with Pulsar. Customer is responsible for maintaining the confidentiality of any account, user name, or password information used in conjunction with the Licensed Software and for restricting access to Customer's computer and account. Customer is responsible for all activities that occur under Customer's account or password.
- 8.2 Pulsar has established an online privacy policy, which is available at www.pulsarinformatics.com ("**Privacy Policy**"). By using the Licensed Software, Customer consents to Pulsar's collecting, storing, and processing Customer's Primary Data in accordance with this Policy.
- 8.3 The Licensed Software is designed to be accessed through the Internet and thus makes use of third-party hardware, networking equipment, telecommunications services, and other information technology infrastructure. Pulsar makes commercially reasonable efforts to protect the privacy and security of data and Customer's use of the Licensed Software. Pulsar has taken precautions in the design of the Licensed Software to assure that ordinary use of the Licensed Software will not result in the breach of any privacy-related regulations. Notwithstanding the foregoing, it may be possible for some individuals to utilize illegal methods to input, track, store, or otherwise access data not in accordance with the Licensed Software's intended use. CUSTOMER HEREBY ACKNOWLEDGES THAT THE LICENSED SOFTWARE IS NOT INTENDED FOR SUCH USE AND THAT SHOULD CUSTOMER CHOOSE TO USE THE SOFTWARE IN SUCH A MANNER, CUSTOMER ALONE ASSUMES ALL RESPONSIBILITY FOR COMPLIANCE WITH APPLICABLE DATA PRIVACY LAWS. CUSTOMER FURTHER AGREES TO INDEMNIFY PULSAR FOR ANY AND ALL DAMAGES AND OTHER ACCRUED LIABILITIES CAUSED BY CUSTOMER'S USE OF THE LICENSED SOFTWARE IN VIOLATION OF THIS PROVISION.

9. CONFIDENTIALITY

- 9.1 The Licensed Software contains proprietary and confidential information of Pulsar. Customer agrees to maintain the Licensed Software and any information provided in conjunction with the support of the Licensed Software in confidence and to use a reasonable degree of care to protect the confidentiality of the Licensed Software.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1 All data and other information uploaded or posted through Customer's use of the Licensed Software, including individual employee names, schedules, and any other Personally Identifiable Information, whether provided directly by Customer or indirectly by a third party designated by Customer (collectively, "**Primary Data**") shall be Customer's exclusive property. Primary Data constitute proprietary and confidential information of Customer, and Customer retains all rights, title and interest to Primary Data.
- 10.2 Pulsar shall retain sole intellectual property rights to all Secondary Data as well as any algorithms developed by Pulsar to analyze Primary Data.
- 10.3 The Licensed Software is the exclusive property of Pulsar, and Pulsar retains all rights, title and interest to the Licensed Software, including all copyrights, trade secrets, patents, patents pending, or other proprietary rights relating thereto.
- 10.4 Customer agrees that Pulsar may use Customer's feedback, suggestions, or ideas regarding the Licensed Software in any way, including in future modifications of the Licensed Software, other products or services, advertising or marketing materials. Customer hereby grants Pulsar a perpetual, worldwide, fully transferable, non-revocable, fully paid-up, royalty-free license to use the feedback Customer provides to Pulsar as set forth herein.
- 10.5 Pulsar holds and retains all worldwide rights, title and interest in and to the word "Pulsar Informatics" and its logos, trademarks, and service marks (collectively, the "**Marks**"). All use of the Marks by Customer shall enure to the benefit of Pulsar. Subject to the foregoing conditions, Pulsar grants Customer a limited, personal, nonexclusive, royalty-free, non-transferable license to use and display the Marks in any report, website, press release or other publication. Customer may not alter any Mark by distortion or animation, or by changing its color, font, or aspect ratio, or by combining it with any other name, mark, or logo.

11. MARKETING REFERENCES

- 11.1 Pulsar may reference the commercial relationship with Customer in marketing materials and Pulsar's websites using language that is subject to Customer's approval which shall not be unreasonably withheld.

12. LIMITATION OF LIABILITY

- 12.1 IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, OR LOSS OF DATA ARISING OUT OF OR CONNECTED IN ANY WAY WITH THE USE OF OR INABILITY TO USE THE LICENSED SOFTWARE.

- 12.2 CUSTOMER ALONE IS RESPONSIBLE FOR ANY LIABILITY ACCRUING UNDER ANY LEGAL THEORY FROM ANY LOSS OF DATA INDIRECTLY OR DIRECTLY RELATED TO CUSTOMER’S USE OF THE LICENSED SOFTWARE.
- 12.3 PULSAR’S TOTAL LIABILITY TO CUSTOMER FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT OF THREE MONTHS’ SUBSCRIPTION FEES PAID BY CUSTOMER, OR ONE-QUARTER OF ANNUAL SUBSCRIPTION FEES PAID BY CUSTOMER.
- 12.4 EACH PARTY ACKNOWLEDGES THAT THE PRICE OF THE SUBSCRIPTION FEE REFLECTS THE ALLOCATION OF RISK AND THE LIMITATION OF LIABILITY SPECIFIED HEREIN.

13. INDEMNIFICATION

- 13.1 Customer agrees to defend, to indemnify and to hold harmless Pulsar, its suppliers and its resellers from and against liabilities, costs, damages and expenses (including settlement costs and reasonable attorneys' fees) arising from any claims from anyone, including Customer or any third party, that result from or relate to Customer’s use, misuse, reproduction or distribution of the Licensed Software or Customer’s breach of any representation, warranty or obligation under this Agreement.

14. U.S. GOVERNMENT RESTRICTED RIGHTS

- 14.1 The Licensed Software is a “Commercial Item” as that term is defined in 48 C.F.R. §2.101, consisting of “Commercial Computer Software” and “Commercial Computer Software Documentation,” as such terms are defined in 48 C.F.R. §252.227-7014(a)(5) and 48 C.F.R. §252.227-7014(a)(1), and used in 48 C.F.R. §12.212 and 48 C.F.R. 227.7202, as applicable. Consistent with 48 C.F.R. §12.212 and 48 C.F.R. §227.7202-1 through 227.7202-4 and other relevant sections of the Code of Federal Regulations, as applicable, the Licensed Software is licensed to United States Government end users with only those rights as granted to all other end users, according to the terms and conditions contained in this Agreement. Manufacturer is Pulsar Informatics, Inc., 3401 Market Street, Suite 318, Philadelphia, Pennsylvania, 19104, U.S.A.

15. EXPORT LAWS

- 15.1 Customer agrees not to import or export the Licensed Software (or any copies thereof) or any products utilizing the Licensed Software in violation of any applicable laws or regulations of the United States or the country to which Customer has imported or exported. Customer agrees to indemnify Pulsar from all liability if Customer violates any such laws or regulations.

16. RESERVED

17. GOVERNING LAW

- 17.1 This Agreement is construed in accordance with and shall be governed by the laws of the Commonwealth of Pennsylvania.

18. SEVERABILITY

18.1 In the event any provision of this Agreement is found to be invalid, illegal or unenforceable, the validity, legality and enforceability of any of the remaining provisions shall not in any way be affected or impaired.

19. ENTIRE AGREEMENT

19.1 This Agreement constitutes the entire agreement between Pulsar and Customer with respect to the subject matter hereof, and supersedes all other prior and contemporary agreements, understandings, and commitments between the parties regarding the subject matter of this Agreement.

20. NO WAIVER

20.1 No failure or delay of Pulsar to fully or partially exercise any right, power or remedy will preclude any future exercise of any such right, power or remedy. No express waiver or assent by Pulsar to any default in any term or condition of this Agreement shall constitute a waiver or asset to any succeeding default in the same or any other term or condition hereof.

21. BINDING EFFECT

21.1 This Agreement shall be binding upon and shall enure to the benefit of the parties hereto and their successors and permitted assigns. Except as otherwise expressly provided herein, the provisions of this Agreement shall not be construed as conferring any rights on any other persons.

22. MODIFICATIONS AND UPDATES

22.1 Pulsar may modify or update the terms and conditions of this Agreement at any time and without notice. Customer's continued use of the Licensed Software after any changes to the terms and conditions of this Agreement will mean that Customer accepts those changes. Any aspect of the Licensed Software may be changed, supplemented, updated, modified, or deleted in the sole discretion of Pulsar and at any time without notice.

23. CONTACT INFORMATION

23.1 Any inquiries regarding the terms and conditions of this Agreement should be directed to:

Matthew van Wollen
Chief Financial Officer
Pulsar Informatics, Inc.
3401 Market Street, Suite 318
Philadelphia, PA 19104
Email: matthew@pulsarinformatics.com
Telephone: 215.220.4252