

ASI GROUP
TERMS AND CONDITIONS

1. These terms and conditions ("Terms and Conditions") govern the Services which ASI Group and the Client contemplate that the ASI Group will perform for the Client.

2. In order to provide the Services, ASI Group may use from time to time information, data or technology provided or licensed to ASI Group by third parties. Such third parties shall be third party beneficiaries of all rights of ASI Group and of all duties owed by the Client to ASI Group under this Agreement.

3. Under no circumstances are third parties performing Services, arranged by ASI Group for the Client, servants, partners, joint venturers or agents authorized to act for, or bind, ASI Group. ASI Group makes no representations or warranties, express or implied, whatsoever as to the competence of standards of Services available from third parties arranged by ASI Group at the request of the Client. ASI Group does agree to follow its standard procedures in the selection of Services, agents and third parties, which ASI Group deems, in its sole and absolute discretion, most advisable for the provision of Services. ASI Group will not deviate from its standard procedures in the selection of Services, agents and third parties unless the Client requests such a deviation and the deviation is agreed upon by ASI Group in advance of the undertakings of ASI Group.

4. ASI Group shall not be responsible for any failure to fulfill any Service undertaken by ASI Group at the request of the Client if fulfillment has been delayed, hindered, interfered with or prevented by any circumstances whatsoever which are not within the reasonable control of ASI Group or by compliance with any order or request of national, port, transportation, local or other authority or of any body or person purporting to act for such authority. ASI Group shall not be liable for any delays, stoppages, changes, or other nonperformance that are due to matters beyond the reasonable direct control of ASI Group. ASI Group shall not be responsible for the failure of third parties to render Services to the Client. ASI Group shall have no liability for loss or damages, including but not limited to loss or damages, which may arise from error, delays or interruptions in providing the Services. The Client shall have sole responsibility for determining the usability of any information, data or Services provided hereunder.

5. ASI Group, its shareholders, directors, officers, employees and agents shall not be liable to any Client for any errors in judgment or any acts or omissions that do not constitute gross negligence or willful or wanton misconduct.

6. ASI Group may perform the Services requested by the Client either directly or by or through its agents. ASI Group shall not be responsible for any misconduct or negligence on the part of any agent appointed by ASI Group.

7. Client agrees that ASI Group does not have control over the submission of invoices by third party service providers. Consequently all Services incurred by Client are the sole responsibility of the Client irrespective of the time elapsed between delivery of those Services and request for payment by third party provider of said services.

8. Invoices to Client are due upon receipt. Unpaid balances that are more than 30 days past due will be subject to a late payment charge of 1.5% per month.

9. ASI GROUP DOES NOT MAKE, AND THE CLIENT EXPRESSLY WAIVES, ANY AND ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO SERVICES. ASI GROUP EXPRESSLY DISCLAIMS ALL WARRANTIES INCLUDING, WITHOUT LIMITATION THOSE OF ACCURACY, CONDITION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

10. ASI Group shall not be liable, in any event, for any damages, including incidental or consequential damages, arising out of the provision, or attempt to provide, Services. ASI Group shall not, in any event, be liable to the Client or any third party for any reason in an amount in excess of the amounts paid pursuant to the invoice, in an amount not exceeding fifty dollars (\$50.00) for each invoiced transaction. This limitation of liability shall not apply to damages to property or person caused by the gross negligence or willful or wanton misconduct of ASI Group.

11. The sole liability of ASI Group and the exclusive remedy of the Client, for any injury or damages to the Client arising out of any Services requested of ASI Group by the Client, or requested by the Client to be arranged by ASI Group, shall be the remedy specified in these Terms and Conditions.

12. Each party (in such capacity, an "Indemnitor") shall defend and/or settle, indemnify and hold the other party, and its directors, officers, employees, agents, shareholders, partners, and representatives (in such capacity, collectively, the "Indemnitees"), harmless from and against any and all claims, loss, damage, injury or expense (including all reasonable attorney's fees) asserted by any third party resulting or arising from (a) the Indemnitor's breach of any of its representations, warranties, or obligations herein, or negligent acts or omissions relating to, its obligations pursuant to this Agreement, (b) any defect or deficiency in any elements, services or products provided by the Indemnitor to the Indemnitee pursuant to this Agreement, (c) any error made by the Indemnitor or the employees, agents or representatives of the Indemnitor, including any claims, losses, liabilities or expenses attributable to such error, (d) any claims arising from any violation of law by the Indemnitor or the employees of the Indemnitor and (e) any error attributable to any act of either party made in reliance upon the other party's systems and/or software and programs. The foregoing indemnities shall survive expiration or earlier termination of this Agreement.

13. Client represents and warrants that Client carries aircraft liability insurance covering bodily injury to passengers. To the extent of the Client's agreement to indemnify and hold harmless ASI Group hereunder, the Client agrees that all liabilities arising out of the Services shall be insured by Client.

14. The Services and materials provided hereunder by ASI Group are the sole and exclusive use of the Client. Client may not in any manner transfer, resell or disclose any material, in any form whatsoever, prepared or provided by ASI Group, nor allow any third party to access or to use any such materials of Services.

15. No proceeding or suit may be brought against ASI Group upon any claim of the Client for Services unless written notice of the claim has been delivered to ASI Group within ninety (90) days of the date of the occurrence giving rise to the claim. No action may be instituted against ASI Group within a period of six (6) months in length after presentation of the claim or after a period ending two (2) years after the date of the presentation of the claim.

16. Client shall not directly or indirectly export or release any information, data, materials or technology provided hereunder to any third party outside of the United States without first ensuring that such export or release does not violate the United States export control laws and regulations, and without first obtaining from the United States Department of Commerce the requisite authority, if necessary, to effect such export or release.

17. All questions regarding the rights and obligations arising under the provision of Services are subject to arbitration, and arbitration shall be governed by the provisions of the Texas General Arbitration Act Article 224 et. seq. of the Revised Civil Statutes of Texas. ASI Group and the Client may agree upon one arbitrator, but in the event they cannot so agree, there will be three arbitrators, one named by each of the parties within ten (10) days after demand for arbitration is made, and a third will be chosen by the two arbitrators so named. All arbitration hearings conducted pursuant to the terms and conditions, and all judicial proceedings to enforce any of the provisions of the Terms and Conditions, shall take place in Houston, Harris County, Texas.

18. The Terms and Conditions shall be governed by the internal, and not the law of conflicts, of the State of Texas, United States of America.