

Universal Weather and Aviation, Inc.  
Agreement for Services and Goods / UVair Fueling Card

**Instructions**

- You must have **Adobe Reader 11.0.03** or later to complete the application electronically.
  - If you have an earlier version of Reader, visit [www.adobe.com](http://www.adobe.com) and click **Get Adobe Reader** to download the latest update.
  - If you cannot download or access Adobe Reader 11.0.03 or later, print the application and complete by hand.
- Initial pages 1 through 10. Sign and date page 11, and send pages 1 through 11 as follows:

**To establish an account, allow credit evaluation, and initiate service**

**Fax to the Client Data Management Department:**

+1 (713) 943-4634

**OR**

**Scan and e-mail to:**

*dmclient@univ-wea.com*

**A printed, signed original of this Application for Credit and Agreement for Services and Goods / UVair® Fueling Card may be mailed to:**

Universal Weather and Aviation, Inc.  
Attn: Client Data Management  
1150 Gemini Street  
Houston, TX 77058-2708  
USA

- For questions or assistance, contact:

**N. America** +1 (800) 231-5600 ext. 2501

**Worldwide** +1 (713) 944-1622 ext. 2501

*dmclient@univ-wea.com*

# Agreement for Services and Goods / UVair Fueling Card

## ARTICLE 1 — SCOPE OF AGREEMENT

**1.1** The following provisions shall constitute the terms and conditions (i) under which Universal Weather and Aviation, Inc., a Texas corporation located at 1150 Gemini Street, Houston, Texas 77058, and its Affiliates around the world shall provide and/or arrange Services and Goods for Client, (ii) which obligate the Client to pay for such Services and Goods to the Universal entity from which invoice(s) are received, and (iii) which govern all other rights, obligations, and limitations relating to the provision and/or arrangement of Services and Goods by Universal. Capitalized terms used but not otherwise defined in this Agreement shall have the meaning ascribed to such terms in ARTICLE 17.

**1.2** Except to the extent specific goods or services are offered by Universal only upon the execution of separate written agreements between Universal and the undersigned credit applicant and/or prospective customer (“Client”), this agreement for the acquisition of all Services or Goods by Client from, or through any arrangement made by, Universal and the accompanying application (this “Agreement”) and the documents referred to herein, contains the entire understanding of Client and Universal in respect of the acquisition of such Services or Goods by Client and shall govern all matters relating thereto.

## ARTICLE 2 — AVAILABLE SERVICES AND GOODS

The services and goods provided to Client by, or through any arrangement made by, Universal, including but not limited to the services and goods listed in this ARTICLE 2 and more fully described in the “Universal Service and Reference Guide, including Fee Schedule” (“Fee Schedule”, an updated copy of which can be obtained by Clients from a Universal sales representative) and other documentation prepared by Universal, all of which are incorporated herein for all purposes, are referred to in this Agreement as the “Services” and the “Goods” and are for the sole and exclusive use of Client for its own internal business purposes or, if Client is a duly authorized agent of the aircraft owner and is lawfully possessed of the aircraft with the owner’s express consent to purchase Services or Goods for the aircraft, for the sole and exclusive use of Client for its own internal business purposes only for such aircraft. Furthermore, Client shall not resell, repackage, or in any way distribute, deliver, forward, transmit, or broadcast, in any format or by any means any part of the Services or Goods to any other party for an unauthorized purpose. Under this Agreement, Universal is primarily a provider, coordinator, and/or arranger of Services for Clients, which may include, without limitation, Trip Support Services, Fuel Services (where title to all fuel passes directly from the fuel provider to Client when the fuel passes the fueling flange on Client’s aircraft), Ground Support Services, and Trip Tools and Training/Education, as described below. Provision by Universal of any Goods under this Agreement, whether or not obtained with credit or the use of the UVair® Fueling Card, represent sale transactions, including certain fuel transactions, for example when Universal provides into-plane fuel services or must follow a certain transaction structure for the benefit of its clients.

**2.1** Trip Support Services. Universal’s Trip Support Services, which may include, without limitation, flight planning, weather, aviation logistics, global regulatory services, eAPIS filing, aviation security, online trip management, Part 135 trip support, and European operations (“Trip Support Services”).

**2.2** Fuel and Fuel Services. Aviation fuel and related support and/or arrangement services, in conjunction with the UVair Fuel Program described in **Attachment 1** hereto (if and to the extent Client participates in such UVair Fuel Program), which are supplied by Universal as Goods, sometimes with related support services, or arranged by Universal or Universal-Selected Providers as Services, for the benefit of Client.

**2.3** Ground Support Services. Universal’s Ground Support Services, which may include, without limitation, aircraft handling, ground

transportation, catering, other ground services, ground services coordination/supervision, and Client interface by its worldwide network of branded locations owned by Universal, as well as other independent handlers and vendors located throughout the world (“Ground Support Services”).

**2.4** Trip Tools and Training/Education. Universal’s Trip Tools, which may include, without limitation, online flight planning, flight scheduling software, airport information, aircraft data link, and mobile trip planning (“Trip Tools”), as well as Training/Education courses to address subjects related to flight department personnel development and best practices.

**2.5** Universal Crew Member Identification Cards. Eligible flight crew members operating a Client’s aircraft may, with proper supporting documentation, obtain Universal crew member identification cards (“ID Cards”). ID Cards can be used during the valid time period before the expiration date, unless terminated earlier due to a report of misuse, termination of this Agreement, or discontinuance of the ID Card program by Universal, for flight line identification and to obtain hotel and automobile discounts, but shall NEVER be used to gain access to restricted areas, bypass or evade airport security checks, procedures, or devices, or for airline passes or reduced fares. Client is strictly responsible to ensure its employees do not misuse ID Cards and the return of the ID Cards upon request by Universal due to a report of misuse, after the expiration date, in accordance with Section 10.2 upon termination of this Agreement, or upon discontinuance of the ID Card program by Universal.

**2.6** Credit Services. Subject to Universal’s continuing discretion regarding credit limits, the Client aircraft’s Captain may charge Services and Goods to Client’s account with Universal.

## ARTICLE 3 — THIRD-PARTY PROVIDERS

**3.1** Universal-Selected Providers. Universal-Selected Providers are third party independent contractors selected by Universal, and Universal does not, and has no right to, supervise their operations. Although Universal attempts to make arrangements only with providers Universal believes are responsible and reliable, **UNIVERSAL UNDERTAKES NO INVESTIGATION AND DISCLAIMS ANY AND ALL RESPONSIBILITY FOR THE ACTS AND OMISSIONS OF ANY UNIVERSAL-SELECTED PROVIDERS OR FOR THE QUALITY OF SERVICES OR GOODS SOLD OR DELIVERED BY THEM, OR FOR ANY DEFECTS THEREIN, NOTWITHSTANDING THAT UNIVERSAL MAY RECEIVE A FEE FOR REFERRAL OF BUSINESS TO SUCH UNIVERSAL-SELECTED PROVIDERS. SELECTION BY UNIVERSAL OF THIRD-PARTY PROVIDERS WHO ARE AUTHORIZED AND PERMITTED BY AUTHORITIES REGULATING THE PROVISION OF THE SERVICES OR GOODS THAT ARE PROVIDED BY SUCH THIRD-PARTY PROVIDERS SHALL FULLY DISCHARGE ANY UNIVERSAL DUTY OF CARE IN CONNECTION WITH ITS SELECTION OF THIRD-PARTY PROVIDERS. LIABILITY OF UNIVERSAL, IF ANY, FOR THE ACTS OR OMISSIONS OF UNIVERSAL-SELECTED PROVIDERS IS SUBJECT TO ARTICLE 8.**

**3.2** Client-Selected Providers. If Client chooses to use a third-party provider of services or goods that is not a Universal-Selected Provider, such Client-Selected Provider shall be Client’s agent. Client hereby assumes any and all responsibility for such third-party provider and Universal shall have no liability of any character, type or description to Client or any other Person for the acts or omissions of such third-party provider and Client shall indemnify Universal therefrom, reimburse Universal therefor, and defend and hold harmless Universal there against, fully and completely, if necessary, in addition to what is provided for in Section 8.4.

## ARTICLE 4 — PRICES AND CHARGES

**4.1** Services and Goods. A schedule of charges to be invoiced by a Universal entity, for Services and Goods provided by Universal and any applicable UWA Admin Fee, as such term is defined in the Fee Schedule, is published in the Fee Schedule in effect at the time any service is rendered, which Fee Schedule is incorporated herein for all purposes. Prices for any services not on the Fee Schedule shall be determined by Universal in its reasonable discretion.

**4.2** Third-Party Charges. Charges in the Fee Schedule do not include charges and disbursements from third parties and Affiliates of Universal Weather and Aviation, Inc., including, without limitation, for the following:

- landing, departure or other permits and clearances;
- communications;
- handling of flights, parking, stopover, and other trip support arrangements, and/or charges for delayed or cancelled flights, or cancelled guaranteed hotel reservations;
- any other charges, fees or taxes, including without limitation navigation or airspace charges, imposed or levied on Client or Universal by the airport, customs or other governmental or quasi-governmental authorities in connection with Client's flight;
- charges for Services and Goods provided by Universal-Selected Providers or Client-Selected Providers; or
- charges for Services and Goods arranged by a Universal-owned ground support services location, Universal-Selected Provider, or a Client-Selected Provider, which could include, without limitation, ground transportation, catering, or de-icing, and paid by the Universal-owned ground support services location, the Universal-Selected Provider, or Client-Selected Provider on Client's behalf, and the associated reasonable Vendor Service Fees, as such term is defined in the Fee Schedule, which are assessed by the Universal-owned ground support services location, the Universal-Selected Provider, or a Client-Selected Provider for the coordination and payment of same.

**4.3** UWA Admin Fee. A UWA Admin Fee, as such term is defined in the Fee Schedule, will be added to all third-party invoices, including invoices from Affiliates of Universal Weather and Aviation, Inc., for Services and Goods paid by Universal on Client's behalf and for support of Client VAT recovery efforts utilizing a third party provider other than a Universal-Selected Provider. However, for fuel uplifts, a UWA Admin Fee will only be added at locations that do not have a contract with Universal. The UWA Admin Fee is assessed to compensate Universal for establishing and maintaining its worldwide network of Universal-owned ground support services locations and Universal-Selected Providers for the benefit of Clients in reliance on Universal's credit, and consolidating invoices from and administering payments to Universal-owned ground support services locations, Universal-Selected Providers, and Client-Selected Providers.

## ARTICLE 5 — CLIENT CREDIT AND SECURITY

**5.1** Credit Support. With the information provided by Client in the accompanying application, Universal shall evaluate the creditworthiness of the Client. In its sole discretion, Universal shall determine, from time to time, the appropriate credit limit for Client and, as necessary, require security in the form of a cash security deposit, letter of credit, or credit enhancement in the form of a guarantee from a qualified provider, before initiating or continuing to provide Services and Goods to Client.

**5.2** Security Interest. In addition to the remedies set forth in Section 15.2 and any other remedies that may be available to Universal, Client grants Universal a security interest, once invoiced amounts are past due, in any cash deposit held by Universal to secure payment of any amount past due to Universal from time to time, including cash deposits resulting from Universal's drawing on the letter of credit as provided in Section 6.4.

**5.3** Withholding of Services or Goods. If Universal, in its sole discretion, at any time deems itself insecure with regard to the creditworthiness of Client, the provision of Services, including Universal's extension of credit to Client, or Goods may be discontinued, with or without notice, until security is provided that is acceptable to Universal in its sole discretion.

## ARTICLE 6 — INVOICING, PAYMENT TERMS

**6.1** Invoicing. Universal will invoice Client in U.S. Dollars for, and Client shall pay as provided in this ARTICLE 6, all sums due under this Agreement, including, without limitation, charges for Services and/or Goods provided to Client upon its presentation of the UVair Fueling Card, Third-Party Charges and associated Vendor Service Fees, and UWA Admin Fees, all as described in Article 4 above. Universal will invoice Client for Third-Party Charges, including charges by Universal-owned ground support services locations, Universal-Selected Providers, and Client-Selected Providers, typically after Universal receives an invoice from such third party for such charges. However, Client understands that there may be considerable passage of time between when Client accepts a Service or Good from a third party and when Universal receives the invoice for such Service or Good from such third party. In some instances, Universal receives only an aggregated invoice from third parties, from which Universal shall have the right to extract line item charges attributable to Client for inclusion in the Universal invoice to Client, or receives no formal or timely invoice, in which case Universal may proceed to invoice Client for the third party's customary charge or a charge estimated by Universal. No such delay, regardless of its duration, will relieve Client of its obligation to pay invoices received from Universal. Universal processes and pays all invoices of third parties, whether Universal-owned ground support services locations, Universal-Selected Providers, or Client-Selected Providers, that have trip numbers listed, without independently verifying such invoices. Client is responsible for paying Universal's invoice regardless of whether an underlying third party invoice that has a trip number is erroneous or fraudulent. Universal invoices will include, and Client agrees to pay, without limitation, charges for communications made or accepted on Client's behalf. Invoices by mail or electronically transmitted message shall be considered original invoices.

**6.2** Invoices Under Investigation. It is Client's responsibility to confirm that the invoices received are for Services and/or Goods that were provided to Client, and/or services and/or goods that were provided to Client by a Client-Selected Provider, and to review the invoiced charges for accuracy. Unless disputed in writing by Client within ten (10) days of the invoice date, all invoices shall be deemed correct and accepted by Client and shall be paid by Client as provided in this ARTICLE 6. Inquiries pertaining to charges for Services or Goods provided by Universal-owned ground support services locations or Universal-Selected Providers, or services or goods provided by Client-Selected Providers, will be forwarded by Universal to such third party. However, if Universal has paid such third party prior to notice of Client's dispute inquiry, Client is responsible to pay Universal in full, subject to credit or refund by Universal to the extent a refund or credit is received from such third party. No dispute shall relieve Client of its obligation to timely pay undisputed portions of any invoice received from Universal.

**6.3** Payment. Client shall pay Universal for all Services or Goods provided to Client or services or goods administered at the request of Client under this Agreement, including any related tax, duty, fee, or other governmental charge assessed, imposed, or levied at such time as it is imposed or collected, even though retroactively imposed or collected. Payments are due net fifteen (15) days from the date of Universal's invoice. Payment shall be made in US Dollars by wire transfer, check, or draft to the Universal entity and at the bank or other location shown on the invoice with all charges to Client for initiating any wire transfer to be in addition to the amounts reflected on such invoice and paid by Client. All payments, including bank transfers, shall indicate which invoice(s) the payment covers; otherwise, Universal may apply the payment to Client's invoices at Universal's sole discretion. However, if Client is not current in the payment of any accounts with Universal, Universal may apply Client's payments to all or a portion of any outstanding invoices or obligations of Client, as determined by Universal in its sole discretion, without regard to the aging of any account.

**6.4** Late Payment. As also stated in Section 15.2 and along with other remedies available to Universal, past due amounts bear interest at the Agreed Rate. Past due amounts may be offset or presented for payment against Client's letter of credit or any other security Client has delivered to Universal pursuant to ARTICLE 5. In the event a payment from Client reaches Universal after Universal has drawn on the letter of credit to pay the past due amounts, such payment shall be

held by Universal as a cash deposit in lieu of the letter of credit and shall not be refunded by Universal until (i) Client provides alternate credit support that is satisfactory to Universal in its sole discretion or (ii) this Agreement is terminated in accordance with its terms and all Universal invoices have been paid by Client.

## ARTICLE 7 — INSURANCE

**7.1 Insurance Requirement-Aircraft Owner.** At all times during the term of this Agreement and for six (6) months thereafter, Client, if it is the owner of the aircraft, shall maintain in full force and effect, at Client's sole cost and expense, insurance providing complete and comprehensive coverage for Client's flight operations. Such insurance shall include, without limitation, aircraft hull and liability insurance on all aircraft to which Services or Goods will be provided at the request of Client covering, on a "per occurrence" basis, bodily injury to passengers and other Persons, in the amount of at least \$5,000,000 USD per seat of the covered aircraft, and property damage, in the amount of at least the fair market value of the covered aircraft, and insurance covering all associated litigation costs.

**7.2 Insurance Requirement-Aircraft Manager.** At all times during the term of this Agreement and for six (6) months thereafter, Client, if it is a duly authorized agent of the aircraft owner and is lawfully possessed of the aircraft with the owner's express consent to purchase Services or Goods for the aircraft, shall maintain in full force and effect, at Client's sole cost and expense, insurance providing complete and comprehensive coverage for all of Client's activities, including Client's duties as a duly authorized agent of the aircraft owner whose aircraft Client lawfully possesses with the owner's express consent to purchase Services or Goods for the aircraft. Such insurance shall include, without limitation, insurance covering, on a "per occurrence" basis, bodily injury to passengers and other Persons and property damage, in the amount of at least \$50,000,000 USD, and insurance covering all associated litigation costs.

**7.3 Evidence of Insurance.** Contemporaneously with Client's execution and delivery of this Agreement, Client shall provide a certificate of insurance to Universal Weather and Aviation, Inc. of the insurance required under this ARTICLE 7, with Universal Weather and Aviation, Inc. listed as the certificate holder. Additionally, Client shall provide written notice to Universal of the cancellation, non-renewal, or material change in such insurance at least ten (10) calendar days prior to such cancellation, non-renewal, or material change.

**7.4 Universal to Receive Benefit of Insurance.** Client shall use its best efforts to have Universal named as an additional insured under the insurance required by this ARTICLE 7 and Universal shall be entitled to the benefit of such insurance to satisfy Client's indemnification obligations to Universal; provided, however, that insurance coverage required in this ARTICLE 7 shall not be construed to create a limit of Client's liability with respect to its obligations of indemnification under this Agreement. To the extent permitted by the terms of such insurance, Client waives subrogation rights thereunder.

## ARTICLE 8 — LIABILITY AND LIMITATIONS THEREOF; EXCLUSIVE REMEDY

**8.1 LIMITATIONS OF WARRANTIES.** NONE OF UNIVERSAL OR ANY THIRD-PARTY PROVIDER HAS MADE OR MAKES ANY WARRANTIES OR REPRESENTATIONS WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICES OR GOODS PROVIDED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO: (I) ANY IMPLIED WARRANTY OF MERCHANTABILITY, (II) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE, OR (III) ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

**8.2 Client Responsibilities.**

**8.2.1** Client acknowledges that certain Services provided under this Agreement are advisory in nature, including, without limitation, flight planning and weather services, and, with respect to such advisory services,

Client agrees that it has a duty to and shall review and verify the accuracy and completeness of all information provided in connection therewith under this Agreement.

**8.2.2** Client agrees that it has a duty to and shall inspect Goods, including fuel, to be delivered by Universal or a Universal-Selected Provider or Client-Selected Provider prior to accepting delivery of such Goods. Client is encouraged to conduct any further investigation or inspection of Universal or any Universal-Selected Provider or Client-Selected Provider delivering Goods which Client determines is necessary or appropriate. **CLIENT ACKNOWLEDGES AND AGREES THAT CLIENT IS RESPONSIBLE FOR ENSURING THAT NO PERSONNEL REMAIN ON BOARD ANY AIRCRAFT WHILE IT IS BEING REFUELED OR OTHERWISE SERVICED AND CLIENT SHALL BE SOLELY AND COMPLETELY LIABLE FOR ANY DEATH OR INJURY TO PERSONS, OR DAMAGE TO PROPERTY, ARISING OUT OF CLIENT'S ALLOWING PERSONNEL TO REMAIN ON BOARD ANY AIRCRAFT WHILE IT IS BEING REFUELED OR OTHERWISE SERVICED, OR FOR REQUESTING OR REQUIRING ANY THIRD PARTY PROVIDERS TO OPERATE EQUIPMENT, GAUGES, OR SWITCHES ON ANY AIRCRAFT WHILE FUELING OR OTHERWISE SERVICING SUCH AIRCRAFT.**

**8.3 Exculpation.** Client acknowledges and agrees that none of Universal, any Universal-Selected Provider, or any Client-Selected Provider, or any of their respective officers, directors, shareholders, partners, members, employees, representatives or agents or any of their heirs, successors, administrators, legal representations or assigns (each a "Released Party", and collectively, the "Released Parties"), will be liable to Client in respect of any action, arbitration, audit, hearing, investigation, litigation or suit (whether civil, criminal, administrative or investigative) ("Proceeding") for any and all losses, damages (even if Universal has been notified of the possibility of any such damages), claims, loss of use or profits, diminution of value, death of or personal injury to any person, defective or improperly labeled Services or Goods, or liability of any character, type, or description, including all expenses of litigation, court costs, and attorney's fees, whether by statute, in tort or contract or otherwise ("Losses"), as a result of, in connection with, arising out of, or occasioned by, directly or indirectly, in whole or in part, the provision of, the attempt to provide or the failure to provide Services or Goods by any Released Party, including, without limitation, Losses from use or misuse of any UVair Fueling Cards or ID Cards issued to Client, and also **INCLUDING LOSSES AS A RESULT OF, IN CONNECTION WITH, ARISING OUT OF, OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, THE NEGLIGENCE OF ANY RELEASED PARTY.**

**8.4 Indemnification by Client.** Client shall indemnify the Released Parties from, reimburse them for, and defend and hold them harmless against, any and all Losses as a result of, in connection with, arising out of, or occasioned by, directly or indirectly, in whole or in part:

**8.4.1** the provision of, the attempt to provide or the failure to provide Services or Goods by any Released Party, including, without limitation, Losses from use or misuse of any UVair Fueling Cards or ID Cards issued to Client, and also **INCLUDING LOSSES AS A RESULT OF, IN CONNECTION WITH, ARISING OUT OF, OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, THE NEGLIGENCE OF ANY RELEASED PARTY;** or

**8.4.2** a Released Party's filing of a lien against an aircraft as provided in ARTICLE 15.

**8.5 NEGLIGENCE.** IT IS THE EXPRESSED INTENT OF CLIENT AND UNIVERSAL THAT THE EXCULPATION PROVIDED FOR IN SECTION 8.3 AND THE INDEMNITY PROVIDED FOR IN SECTION 8.4 ARE EXTENDED BY CLIENT TO EXCULPATE AND INDEMNIFY THE RELEASED PARTIES FROM THE CONSEQUENCES OF THE RELEASED PARTIES' OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS THE SOLE OR CONTRIBUTORY CAUSE OF THE RESULTANT LOSSES.

**8.6 NO CONSEQUENTIAL DAMAGES.** IN NO EVENT AND UNDER NO CIRCUMSTANCES WILL UNIVERSAL OR ANY THIRD-PARTY PROVIDER BE LIABLE TO CLIENT OR ANY OTHER PERSON, BY STATUTE, IN TORT OR CONTRACT OR OTHERWISE, FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES CLAIMED BY CLIENT OR SUCH OTHER PERSON.

**8.7** Exclusive Remedy. Should Universal have any liability for Losses under this Agreement, the exclusive remedy for Client for any such Losses as a result of, in connection with, arising out of, or occasioned by, directly or indirectly, in whole or in part, the provision of, the attempt to provide or the failure to provide Services or Goods by any Released Party shall not exceed the amount chargeable to Client in respect of the specific portion of such Services or Goods for that trip leg. The enforcement of the remedy specifically provided for in this Section 8.7 shall be the sole and exclusive remedy of Client for such Losses and any matters relating thereto or arising in connection therewith, and Client hereby expressly waives all other remedies.

**8.8** Limitation on Claims. No Proceeding shall be brought against any Released Party by Client unless written notice of a claim has been delivered to such Released Party within thirty (30) days of the later of (i) the claim arising or (ii) Client learning of the existence of the claim; provided, however, that in no event shall any Proceeding be brought against any Released Party by Client more than two (2) years after the date the facts, events or circumstances giving rise to the claim first occur. No Proceeding may be instituted against any Released Party prior to the expiration of six (6) months from the date notice is delivered to such Released Party as provided in this Section 8.8.

#### **ARTICLE 9 — LEASING OF AIRCRAFT/CHANGE OF OWNERSHIP OR REGISTRY**

In the event Client leases or loans its aircraft to another party, unless Universal is notified otherwise in writing seven (7) days prior to such leasing or loan and Universal can reach agreement with such lessee or borrower for the provision of and payment for Services and Goods, Client shall remain liable for all expenses incurred by the aircraft or crew as if the Client were operating the aircraft. Client shall also notify Universal of any change in ownership or registry of its aircraft.

#### **ARTICLE 10 — TERM AND TERMINATION; NOTICE**

**10.1** Term and Termination. This Agreement is performable in Houston, Texas, USA and shall become effective when executed by an officer of Universal Weather and Aviation, Inc. at such location. This Agreement shall continue in force until terminated by either party upon prior written notice to the other party.

**10.2** Effect of Termination. If this Agreement is terminated as provided in Section 10.1, this Agreement will become null and void and of no further force or effect, except that (i) Client shall remain liable to Universal for payment for Services or Goods obtained by Client, or in its name, or services or goods administered at the request of Client under this Agreement, that have not been paid, but, once all invoiced charges are fully paid, Client shall have a right to the (A) return of any cash deposit being held by Universal, made by or on behalf of Client, (B) release of any letter of credit put in place with Universal by or on behalf of Client, and (C) cancellation of any financial guaranty held by Universal that was made by or on behalf of Client, to secure payment of any amount past due to Universal, each upon written request to Universal and (ii) such Articles of this Agreement as are necessary to enforce its terms and conditions shall survive such termination; provided, however, that nothing in this Section 10.2 will be deemed to release any party from any liability for any breach by such party of the terms and provisions of this Agreement. Upon termination, Client agrees to immediately return to Universal all UVair Fueling Cards, ID Cards and other cards issued by Universal and remain liable for any use of such cards until their return.

**10.3** Notices. Any notice provided for herein shall be sent by: (i) certified mail, return receipt requested, (ii) hand delivery, or, (iii) fax transmission, addressed to the appropriate party, to Client at its invoice address or fax number, and to Universal Weather and Aviation, Inc. at 1150 Gemini, Houston, Texas 77058 USA, with a copy, which copy shall not constitute notice, to the Legal Department (Fax 713-943-4613), or at such other address or fax number as may be designated in accordance with this Section 10.3. Unless otherwise stated herein, such notice shall be effective in

the case of (i) above, on the third (3rd) day after dispatch within the continental United States, or on the tenth (10th) day after dispatch elsewhere; in the case of (ii) above, when delivered; and, in the case of (iii) above, when sent, if sender's fax machine records the transmission, or recipient verifies receipt or recipient's conduct indicates receipt. Notice given, dispatched, or received on a non-business day or after business hours in the place of receipt will be deemed given, dispatched, or received on the next business day in that place. Electronic mail messages, unless acknowledged by return communication, shall be presumed undelivered and should be redelivered by another method until acknowledged. All fax or other electronic communications or confirmations sent in good faith from a Universal entity to Client with respect to Services or Goods shall be deemed agreed and assented to by Client, unless Client notifies such Universal entity to the contrary by fax or other writing prior to any Service or Good being delivered, or the expiration of 48 hours, whichever first occurs.

#### **ARTICLE 11 — REPRESENTATIONS AND WARRANTIES**

In order to induce Universal to enter into this Agreement and to provide the Services or Goods contemplated hereby, Client represents and warrants to Universal that (i) Client either owns the aircraft for which Services or Goods are purchased or is a duly authorized agent of the owner and is lawfully possessed of the aircraft with the owner's express consent to purchase Services or Goods for the aircraft on credit provided by Universal, (ii) Client and those acting on its behalf will not request Universal or any Universal-owned ground support services locations or Universal-selected Providers to provide Services and/or Goods, or Client-Selected Providers to provide services or goods, if providing them would violate the law, including without limitation the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act 2010, or other local anti-corruption laws, (iii) this Agreement has been duly executed and delivered by Client and this Agreement constitutes the valid and binding obligation of Client, enforceable against Client in accordance with its terms, except as such enforcement may be limited by laws affecting the enforcement of creditors' rights generally or by general equitable principles, (iv) Client has accurately completed the accompanying application form, and (v) the person executing this Agreement is a duly appointed representative of Client and has the requisite authority to execute and deliver this Agreement in the name and on behalf of Client.

#### **ARTICLE 12 — CLIENT INFORMATION AND COMMUNICATIONS WITH UNIVERSAL**

**12.1** Client Information. Client hereby authorizes Universal and its employees, attorneys, agents, successors and assigns to obtain, from any person, source or entity (including banks, financial institutions and credit agencies) any and all information (including personal and confidential information) concerning the information Client provided in the accompanying application form and Client's credit history and status, deposits and balances with financial institutions, sources of income, assets, present and prior employment, mortgage, financing and/or rental records and insurance coverage. Any such information will be held, used and processed by Universal: (i) to verify the information provided by Client in the accompanying application form and otherwise provided by Client to Universal and its employees, attorneys, agents, successors and assigns from time to time, (ii) to manage Client's account(s), (iii) to confirm, update and enhance Universal's Client records, (iv) for statistical analysis, (v) to establish any identity or otherwise as required under applicable law, (vi) to assess Client's credit status on an ongoing basis, (vii) to collect any amounts due from Client to Universal, and (viii) otherwise as considered necessary or appropriate by Universal. In each case, the use of the information may continue after Client has stopped purchasing Services or Goods from, or through any arrangement made by, Universal. In addition, Client may be requested to provide further authorizations and disclosures, and satisfy other conditions, as may be necessary to satisfy credit assessments or money laundering or fraud detection requirements. Universal may disclose information relating to Client and/or Client's account(s) (including personal and confidential information): (a) to credit reporting or reference agencies, (b) to any agent or sub-contractor of Universal performing services in connection with Client's account, including agents

and attorneys collecting amounts due to Universal, (c) to any person to whom Universal proposes to transfer any of its rights and/or duties under this Agreement, (d) to any guarantor or person providing security in relation to Client's obligations under this Agreement, (e) as required or permitted by law or any regulatory authority, and (f) as otherwise considered necessary or appropriate by Universal. Without prejudice to any other provisions contained in this Agreement, all amounts due and owing by Client to Universal shall become due and payable immediately if Universal discovers that any information provided by or on behalf of Client to Universal or its employees, attorneys, agents, successors and assigns is inaccurate in any material respect.

**12.2** Communications with Universal. Client agrees and acknowledges that all communications between Universal, or its employees, attorneys, agents, successors and assigns, and Client, including but not limited to telephone calls and e-mails, may be monitored for quality control and to ensure compliance with all applicable laws and regulations.

#### **ARTICLE 13 — TRADE SANCTIONS AND EXPORT CONTROLS, INSPECTIONS**

Client acknowledges that the government of the United States of America has imposed: (i) economic and/or trade sanctions and export restrictions against certain countries and political areas and companies, nationals and U.S. government-designated nationals of such countries and areas, (ii) restrictions on U.S. companies and nationals doing business with them, and (iii) restrictions on U.S. companies and nationals doing business with certain companies and persons who the U.S. government has determined have violated the foregoing restrictions. Client agrees that it shall keep itself informed of and shall comply with such sanctions and restrictions as they are revised from time to time, and that neither Client, any officers, directors, shareholders, partners, members, employees, representatives or agents of Client nor any of the parties receiving or purchasing Services or Goods on behalf of Client hereunder shall be Persons subject to such sanctions or restrictions. Client further acknowledges that the Services may contain certain information that is subject to confidentiality, export and/or release restrictions, and may not be disclosed, exported or released to any third party without (i) ensuring that such disclosure, export or release does not violate any disclosure restrictions, and/or United States export control laws and regulations, and (ii) obtaining authorization for any disclosure, export or release. Finally, Client acknowledges that, although Universal, and third-party providers may make efforts to see that the crew and passengers are presented at and timely processed through government inspection points during the provision of Ground Support Services, Universal and third-party providers will not seek to influence the manner in which inspections by government agencies are conducted, clearance determinations made, or duties/taxes assessed.

#### **ARTICLE 14 — GOVERNING LAW, SERVICE OF PROCESS**

**14.1** Governing Law. This Agreement and all claims and causes of action (whether in contract, tort or otherwise) that may be based upon, arise out of, or relate to this Agreement or the negotiation, execution or performance of this Agreement shall be governed in accordance with the laws of the State of Texas, USA, or, at the election of the Universal entity from which invoice(s) are received by Client, governed in accordance with the laws of such Universal entity, without regard to the conflicts of law principles of such state that would require the substantive laws of another jurisdiction to apply.

**14.2** Jurisdiction and Venue. Each party, by its execution hereof, (i) hereby irrevocably submits to the exclusive jurisdiction of the state or federal courts situated in Harris County, Texas, USA, or, at the election of the Universal entity from which invoice(s) are received by Client, to the exclusive jurisdiction of the local courts situated where such Universal entity is located, for the purpose of any Proceeding between the parties arising in whole or in part under or in connection with this Agreement, including, without

limitation, the enforcement of any lien, (ii) hereby waives to the extent not prohibited by applicable law, and agrees not to assert, by way of motion, as a defense or otherwise, in any such Proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that any such Proceeding brought in one of the above-named courts should be dismissed on grounds of forum non conveniens, should be transferred or removed to any court other than one of the above-named courts, or should be stayed by reason of the pendency of some other Proceeding in any other court other than one of the above-named courts, or that this Agreement or the subject matter hereof may not be enforced in or by such court, and (iii) hereby agrees not to commence any such Proceeding other than before one of the above-named courts. Notwithstanding the previous sentence, a party may commence any Proceeding in a court other than the above-named courts solely for the purpose of enforcing an order or judgment issued by one of the above-named courts. Service of process by certified mail, return receipt requested, postage prepaid and addressed to Client shall be sufficient to confer jurisdiction on any of the above-named courts, regardless of where Client is geographically located or does business. At Universal's election, service of process and of judgment may also be made pursuant to any applicable international treaty or convention.

#### **ARTICLE 15 — UNIVERSAL REMEDIES**

**15.1** Nonpayment. In the event Client fails to make full payment when due, Universal reserves the right to charge Client interest on the unpaid amount at the Agreed Rate. In addition, Universal, without waiving any other rights or remedies to which it may be entitled, shall have the right to suspend or terminate the provision of Services or Goods until such payment is received and may decide not to accept additional orders from Client and/or seek collection of all amounts due. Universal shall have no liability to Client for any such suspension or termination of the provision of Services or Goods or for the non-acceptance of orders.

**15.2** Liens. In the event Client fails to make full payment when due, Client, either as owner of the aircraft for which Services or Goods are purchased or as duly authorized agent of the owner who is lawfully possessed of the aircraft with the owner's express consent to purchase Services or Goods for the aircraft, in addition to all other rights and remedies, hereby authorizes Universal to file a lien for any and all unpaid charges and acknowledges and agrees that Universal may invoke any and all statutory or equitable lien rights (or those of any participating aviation merchants) in connection with the enforcement of Universal's right to payment under this Agreement. In recognition of the international and mobile nature of aviation and aircraft, and the necessity for legal certainty, predictability and convenience, and to avoid filing liens in multiple jurisdictions, any lien filed by Universal shall be based, at Universal's sole discretion, either upon the aircraft lien statute of the State of Texas beginning at Section 70.301 of the Texas Property Code, as may be amended, or the applicable aircraft lien statute of the country in which the aircraft is registered, regardless of where (i) the Client resides or does business, (ii) the aircraft owner resides or does business, (iii) the aircraft was at the time such charges were incurred, (iv) the aircraft is registered, or (v) jurisdiction may otherwise be proper. If for any reason Universal cannot file a lien pursuant to the aircraft lien statute of the State of Texas beginning at Section 70.301 of the Texas Property Code, as may be amended, or the applicable aircraft lien statute of the country in which the aircraft is registered, Client, either as owner of the aircraft for which Services or Goods are purchased or agent for the owner of the aircraft who is lawfully possessed of the aircraft with the owner's express consent to purchase Services or Goods for the aircraft, grants Universal first priority security interest in the Services or Goods purchased until full payment therefor is made, and a lien on and security interest in such Services or Goods have been provided. This Agreement constitutes a security agreement for purposes of the Uniform Commercial Code and Universal has the right to file any documents, including financing statements under the Uniform Commercial Code, relating to the subject Services or Goods without Client's signature in order to perfect Universal's security

interest therein. If the debt remains unpaid, Universal may institute an action(s) to foreclose the lien and to collect the debt.

**15.3 Costs and Expenses of Enforcement.** Client will be liable to Universal for all costs and expenses incurred by Universal or other Persons on Universal's behalf in exercising its rights under this Agreement, including costs and expenses associated with lien preparation and filing, collection (including costs and expenses of collection agencies), and litigation (including, but not limited to, late charges, attorney fees, court and discovery costs), and any and all other costs incurred by or on behalf of Universal in enforcing its rights hereunder.

#### **ARTICLE 16 — GENERAL**

**16.1 Third-Party Beneficiaries.** Except as otherwise provided herein, Affiliates of Universal Weather and Aviation, Inc. and Universal-Selected Providers are third party beneficiaries of all rights of Universal and all duties owed by Client to Universal under ARTICLE 7 and ARTICLE 8. Except as provided in the preceding sentence, the provisions of this Agreement are for the benefit of the parties to this Agreement and not for the benefit of any other parties.

**16.2 Modification.** Except as otherwise specifically provided in this Agreement and in Attachment 1, no waiver, alteration, or modification of this Agreement shall be binding unless in writing and signed by an officer of Universal Weather and Aviation, Inc. and a duly authorized representative of Client.

**16.3 Assignment.** Neither party may assign this Agreement or any interest herein without prior written consent of the other party; provided, however, Universal Weather and Aviation, Inc. may assign this Agreement to an Affiliate and may pledge or otherwise mortgage for financing purposes sums due hereunder.

**16.4 Language.** This Agreement is executed and made in the English language, which shall be the official and governing language of this Agreement, and of all communications, transactions, and proceedings related hereto.

**16.5 Invalid Provision.** In the event any provision of this Agreement shall be held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. The parties hereby agree that any invalid provision shall be judicially reformed so as to effectuate as nearly as possible the intentions and purposes of the parties.

**16.6 Headings.** Article and Section headings of this Agreement are for convenience only and are not to be used to explain, modify, amplify or interpret this Agreement.

**16.7 Waiver.** All rights of Universal hereunder are separate and cumulative, and no one of them, whether or not exercised, shall be exclusive of any other rights hereunder or any rights which Universal may have at law or in equity. No waiver by either party of any default hereunder shall be deemed a waiver of any other default hereunder.

**16.8 Interpretation.** Each of the parties to this Agreement has participated jointly in the negotiation and drafting of this Agreement. In the event any ambiguity or question of interpretation arises, this Agreement and the other documents and instruments executed in connection with this Agreement shall be construed as if drafted jointly, and no presumption or burden of proof shall arise favoring or disfavoring either party by virtue of the authorship of any provision of this Agreement or such other documents and instruments. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any Person.

**16.9 Terms Generally.** The words "hereby," "herein," "hereof," "hereunder" and words of similar import refer to this Agreement as a whole and not merely to the specific article, section, paragraph or clause in which such word appears. All references in this Agreement to Articles or Sections are references to Articles or Sections of this Agreement unless the context

otherwise requires. The words "include", "includes" and "including" are deemed to be followed by the phrase "without limitation," except to the extent already so followed. The definitions given in this Agreement apply equally to both the singular and plural forms of the terms defined. Whenever the context requires, any pronoun includes the corresponding masculine, feminine and neuter forms.

**16.10 Entire Agreement; Purchase Orders.** This Agreement, including the documents referred to herein, constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, among the parties or any of them with respect to the subject matter hereof. Client's acceptance of this Agreement is expressly limited to the terms of this Agreement. Client acknowledges and agrees that (A) any revision(s) to this Agreement, when delivered by Universal Weather and Aviation, Inc., shall be deemed accepted and effective upon subsequent use of any Services or Goods and (B) all purchase orders of Client shall be subject to this Section 16.10. Universal expressly objects to the inclusion of any different or additional terms proposed by Client by purchase order or otherwise, and if they are included in a purchase order or otherwise, a contract will result only upon Universal's terms stated herein. Universal's provision of Services under Client's purchase order or inclusion of the corresponding purchase order number on Universal's invoices shall not constitute Universal's acceptance of additional or different terms, including any pre-printed terms on such purchase order. Client agrees that any purchase order, now existing or hereafter issued by Client, is for Client's own internal convenience and shall have the following language automatically incorporated therein: "The terms and conditions set forth in Universal's Agreement for Services and Goods/UVair Fueling Card, are made a part of this purchase order and replace all contrary terms and conditions, express or implied, in this purchase order. The terms and conditions set forth in Universal's Agreement for Services and Goods/UVair Fueling Card are also applicable for all renewals or replacements of this purchase order."

**16.11 Electronic or Facsimile Execution.** Fax or other electronically transmitted text communications are deemed to be original writings of the parties for the purposes of this Agreement. When applicable, the parties also consent to use Universal's electronic signature option for purposes of electronically signing this Agreement and such electronic signature shall be deemed to be original writings of the parties for purposes of this Agreement.

#### **ARTICLE 17 — DEFINITIONS**

**17.1 "Affiliate(s)"** means, with respect to any specified Person, a Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, or holds a voting equity interest in (whether or not controlling), the Person specified. For purposes of this definition, "**control**" (including the correlative terms "**controlling**," "**controlled by**" and "**under common control with**") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting equity interest, by contract or otherwise.

**17.2 "Agreed Rate"** shall mean the lesser of 1.5% per month, or the maximum rate permitted by the laws of the State of Texas, and any interest which is in excess of such rate shall not be deemed interest and shall be automatically applied to the principal debt amount and the effective rate of interest shall be automatically reduced to such maximum rate.

**17.3 "Agreement"** shall have the meaning provided in Section 1.2.

**17.4 "Client"** shall have the meaning provided in Section 1.2.

**17.5 "Client-Selected Providers"** shall mean any Person selected by the Client that provides services or goods to Client pursuant to this Agreement other than Universal and Universal-Selected Providers.

**17.6 "Goods"** shall have the meaning provided in ARTICLE 2.

**17.7 "ID Cards"** shall have the meaning provided in Section 2.5.

**17.8 "Losses"** shall have the meaning provided in Section 8.3.

**17.9 "Person"** means any individual or corporation, association, partnership, limited liability company, joint venture, joint stock or other company, business trust, trust, organization or other entity of any kind.

- 17.10** "Proceeding" shall have the meaning provided in Section 8.3.
- 17.11** "Released Party" or "Released Parties" shall have the meaning provided in Section 8.3.
- 17.12** "Services" shall have the meaning provided in ARTICLE 2.
- 17.13** "Trip Support Services" shall have the meaning provided in Section 2.1.
- 17.14** "Universal" shall mean Universal Weather and Aviation, Inc., a Texas corporation, and its Affiliates, collectively, unless the context otherwise requires.
- 17.15** "Universal-Selected Providers" shall mean any Person selected by Universal that provides Services or Goods to Client pursuant to this Agreement other than Universal.

**ATTACHMENT 1  
UVAIR FUEL PROGRAM**

If Client desires to participate in the UVair Fuel Program, and requests that UVair Fueling Cards be issued for use by Client, the following additional provisions shall also apply to this Agreement to the extent of Client's participation in such Fuel Program:

- 1. UVair Fuel Program.** Under the UVair Fuel Program, UVair enables Clients to be identified to providers of fuel by issuing UVair Fueling Cards to such Clients for the sole and exclusive use of Client for its own internal business purposes, as limited hereunder. A UVair Fueling Card is not transferable and shall be used by Client: (i) ONLY for identification purposes by persons authorized by Client, (ii) for presentation to fuel providers

If a UVair Fueling Card is issued to Client or if fuel or any other Services or Goods are procured by Client through Universal, including its UVair division, by any means, whether or not involving the UVair Fueling Card for the aircraft listed in the application form (as such list may be amended), Client AGREES SUCH ISSUANCE AND PROCUREMENT SHALL BE SUBJECT TO THE APPLICATION AND THIS ACCOMPANYING AGREEMENT AS AN INTEGRATED WHOLE, INCLUDING WITHOUT LIMITATION, THOSE TERMS AND CONDITIONS RELATING TO INDEMNITY AND JURISDICTION. Client further agrees that any revision of the Agreement, when delivered with a new or reissued UVair Fueling Card(s), shall be deemed accepted, binding, and effective upon use of such UVair Fueling Card by Client.

The undersigned (i) acknowledges having read the entire Application and Agreement, (ii) authorizes reference checking, obtaining credit report(s), and credit worthiness evaluation(s) with the information provided in the Application form, and (iii) acknowledges the representations and warranties contained in Section 11. The Application and this accompanying Agreement are subject to review and acceptance by Universal, at its offices in Houston, Texas, USA, and its countersignature on this Agreement or by Universal's issuance of one or more UVair Fueling Cards.

designated in the fuel location guide then in effect, which excludes fuel providers in all countries and political areas upon which the U.S. government has imposed economic and/or trade sanctions and other restrictions, (iii) if an aircraft registration number is embossed on the UVair Fueling Card, then ONLY to obtain aviation turbine fuel and other services, if such other services are authorized by Universal, for such aircraft, and (iv) ONLY prior to the earlier of the expiration date of the UVair Fueling Card, or the date Client is notified that the privileges accorded by the UVair Fueling Card have been suspended or canceled.

The UVair Fueling Card shall at all times remain the exclusive property of Universal, who shall be entitled, without liability and for any reason, upon notice to Client, to suspend or cancel the UVair Fueling Card and all related privileges. Upon receipt of such notice, Client will immediately cease use of, and surrender or return the UVair Fueling Card as directed by Universal. In the event of loss, theft, or unauthorized use of a UVair Fueling Card, written notice must be given to Universal as provided herein. Telephone notice may be given at +1 (713) 944-1622, but shall not be in lieu of written notice.

- 2. Fuel.** Current prices for Clients at airports where UVair has arranged for contract fuel can be obtained from Universal's online price estimator available at [www.uvair.com](http://www.uvair.com), or by contacting UVair by phone (toll free in North America only: +1 (866) 882-4737; Worldwide: +1 (713) 378-2727) or facsimile (Worldwide: +1 (713) 943-4621) to obtain a quote. Unless other arrangements are confirmed prior to a fuel uplift, charges to Clients shall be as then currently listed in the online price estimator, but such prices are subject to change without notice and will be charged to Client at the prices listed in the online price estimator at the time of the fuel uplift. Client understands that Universal shall receive a service fee for developing, coordinating and maintaining the UVair Fuel Program, which is customarily included in the prices stated in the online price estimator.

\_\_\_\_\_  
Full legal name of applicant

\_\_\_\_\_  
Street address

\_\_\_\_\_  
City State

\_\_\_\_\_  
Zip/Postal code Country

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed name and title

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**Universal Weather and Aviation, Inc.**

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed name and title

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_