

LICENSE AGREEMENT

This Agreement is dated the ____ day of _____, 2020, by and between L29 Support, Inc. ("Licensor"), and _____ ("Licensee").

WHEREAS, Licensor is the exclusive owner of all right, title and interest in the Aero Vodochody L-29 Delfin Approved Aircraft Inspection Program (hereinafter "the Program") and desires to license the Program to Licensee for use in connection with Licensee's aircraft (N_____, serial number _____) (hereinafter "the Aircraft"); and

WHEREAS, Licensee desires to obtain Licensor's permission to use the Program on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Licensor and Licensee agree as follows:

1. **LICENSEE'S ACKNOWLEDGEMENT OF LICENSOR'S RIGHTS.** Licensee hereby acknowledges that Licensor exclusively owns all right, title and interest throughout the world (the "Territory") in and to the Program, which Program has intrinsic value. Licensor reserves all rights to the Program except those specifically granted to the Licensee herein. Licensor represents and warrants to Licensee that, as of the date hereof, it has the power and authority to license the Program on the terms and conditions of this Agreement.

Licensee acknowledges that it is not, and will not become by virtue of this Agreement, the owner of any right, title or interest in and to the Program or any derivative works in any form or embodiment. Licensee shall not at any time commit any act anywhere in the world which would reasonably be expected to have a material adverse effect on Licensor's rights in and to the Program, or any registrations therefor or any applications for registration thereof. Licensee shall never challenge anywhere in the world Licensor's ownership of or the validity of the Program, any application for registration therefor or any rights therein or thereto, except as otherwise expressly provided herein.

2. **USE OF THE PROGRAM.** Subject to the terms and conditions of this Agreement, Licensor hereby licenses to Licensee the non-exclusive right to use the Program solely in connection with the Aircraft during the term of this Agreement.

3. **TERM.** The term of this Agreement shall be for a period of _____ years.

4. **LICENSOR DUTIES TO LICENSEE.** Licensor shall provide consulting and technical advice as needed by Licensee on terms and conditions as may be mutually agreed to by Licensor and Licensee.

5. **LICENSEE DUTIES.** Licensee acknowledges that Licensee is the owner or operator of the Aircraft. Licensee will review the Program and make any changes necessary for Licensee to use the Program in connection with the Aircraft. Licensee is responsible for submitting the Program to the appropriate Federal Aviation Administration ("FAA") Flight Standards District Office to obtain the FAA's review and approval of the Program for use by Licensee in connection with the Aircraft. Licensee shall not implement the Program in connection with the Aircraft until such time as Licensee has obtained the necessary approval from the FAA. Obtaining said approval shall be at Licensee's sole risk and Licensor makes not representations or guarantees regarding the approval of the Program for the Aircraft by the FAA.

6. **PAYMENT.** Licensor shall be paid _____ Dollars (\$_____) in exchange for the rights granted in this License Agreement.

7. **AS-IS DISCLAIMER.**

LICENSOR AND LICENSEE AGREE THAT THE PROGRAM IS BEING LICENSED ON AN "AS-IS, WHERE-IS" BASIS AND LICENSEE'S USE OF THE PROGRAM SHALL BE AT LICENSEE'S SOLE RISK. LICENSOR MAKES NO WARRANTIES, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO MERCHANTABILITY OR FITNESS APPLICABLE TO PROGRAM. LICENSEE AGREES THAT NO WARRANTY HAS BEEN EXPRESSED OR IMPLIED BY LICENSOR OR ANY OF LICENSOR'S REPRESENTATIVES WITH RESPECT TO THE PROGRAM. LICENSOR MAKES NO WARRANTY THAT (i) THE PROGRAM WILL MEET LICENSEE'S REQUIREMENTS, (ii) THE PROGRAM CONTENTS WILL BE TIMELY, SECURE, OR ERROR FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PROGRAM WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY LICENSEE THROUGH THE USE OF THE PROGRAM WILL MEET LICENSEE'S EXPECTATIONS, OR (v) ANY ERRORS IN THE PROGRAM WILL BE CORRECTED. IN NO EVENT SHALL LICENSOR OR ITS DIRECT OR INDIRECT SUPPLIERS/VENDORS BE LIABLE FOR GENERAL, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES RELATING TO PROPERTY DAMAGE OR ECONOMIC LOSS (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE OR LOSS OF PROFITS).

8. **INDEMNITY.**

- a. Licensee hereby saves and holds Licensor, its heirs, estate, successors and assigns (the "Indemnified Parties") harmless of and from, and indemnifies and agrees to defend them against any and all losses, liability, damages and expenses (including, without limitation, reasonable attorney's fees and expenses) which they may incur or be compelled to pay, or for which they may become liable or be compelled to pay in any action, claim or proceeding against it, for or by reason of any acts, whether of omission or commission, that may be committed or suffered by Licensee or any of its

officers, directors, employees, agents or servants in connection with Licensee's performance of its obligations under this Agreement, the use of the Program or the breach by Licensee of any covenant contained herein. The indemnification rights provided for herein shall also apply to use, if any, by Licensee of the Program prior to the date hereof.

- b. In the event that an Indemnified Party receives notice of a claim as to which indemnification is sought, such party shall reasonably promptly notify Licensee thereof, except that the failure to so notify shall not exempt Licensee from its obligations hereunder, except to the extent that such failure has actually prejudiced Licensee's legal position with respect to the claim. Upon receipt of notice, Licensee shall advise the Indemnified Party that it has assumed the defense thereof. The Indemnified Party shall have the right, at the expense of Licensee, to retain legal counsel to participate in and monitor the defense of the claim, provided that Licensee shall have the right to direct and control such defense. Licensee shall not, without Licensor's written consent, settle or compromise any claim or consent to entry of any judgment which does not include as an unconditional term thereof the giving by the claimant or the plaintiff to the Indemnified Party of a release from all liability in respect of such claim, nor shall Licensee settle or compromise any claim relating to the Program which would limit the use by Licensor of the Program in any manner whatsoever without Licensor's consent.

9. **REMEDIES.** The parties agree that the remedies at law for any material breach or threatened material breach of this Agreement, including monetary damages, are inadequate compensation for any loss and that the non-breaching party shall be entitled to seek specific performance of this Agreement. The parties hereto waive any defense to such claim that a remedy at law would be adequate. In the event of any actual or threatened material default in, or material breach of, any of the terms hereof, the party aggrieved thereby shall have the right to seek specific performance and injunctive or other equitable relief with respect to its rights hereunder, in addition to any remedies available at law.

10. **ASSIGNMENT.** This Agreement may not be assigned by Licensee without the written approval of Licensor, which approval may be withheld at Licensor's sole discretion. In the event that Licensee conveys ownership of the Aircraft to a third-party, this Agreement shall immediately terminate and Licensee shall return the Program to Licensor along with a written statement by the third-party to whom the Aircraft was conveyed confirming that the third-party will not use the Program in connection with the Aircraft.

11. **SURVIVAL OF PROVISIONS.** The parties rights and obligations that by their nature would extend beyond the termination, cancellation or expiration of this Agreement, shall survive such termination, cancellation or expiration.

12. **NOTICES.** All notices, requests, demands, and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given upon the earlier of the actual delivery to the party to whom the notice is given or three days subsequent to mailing, certified or registered mail, with postage prepaid and addressed:

If to Licensor: L29 Support, Inc.
3296 Honeywood Lane
Minnetonka, MN 55305

If to Licensee: _____

13. **GOVERNING LAW/VENUE.** This Agreement shall be governed and construed under the laws of the state of Minnesota. The parties expressly agree that venue will be in the state of Minnesota only, and consent to the exclusive jurisdiction of the courts of the state of Minnesota, Hennepin County in either the state or federal courts located therein.

14. **ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding of the parties hereto and shall supersede all prior understandings or agreements, both written and oral, relating to the subject matter hereof and no course dealing or usage of the trade will be applicable unless expressly incorporated in this Agreement. This Agreement shall not be altered, modified, supplemented, or amended, nor any provision waived, except by a writing duly signed by all the parties involved. The parties acknowledge that they have not been induced to enter into this Agreement by any representation or promise not specifically expressed in this Agreement.

IN WITNESS WHEREOF, Licensor and Licensee have executed this document as of the date first written above.

LICENSOR:

LICENSEE:

Signature

Signature

Type/Print Name

Type/Print Name

Type/Print Title

Type/Print Title