

ADDITIONAL TERMS AND CONDITIONS

DISPATCH PRIORITIES: In order to remove conflicts between all parties and delivery of services, it is also agreed that the following priority of missions (in highest to lowest priority) will dictate where an aircraft will first respond, should two incidents occur simultaneously:

- CHI's subscription based customers
- Life threatening medical situation requiring immediate evacuation to hospital
- Medical emergency (Non-life threatening)
- Administrative medical transfer

PAYMENT: All amounts are in USA Dollars. It is understood that said compensation is the only payment CHI will receive for the services provided and all expenses and obligations incurred or paid by CHI in providing said services will be for CHI's sole account.

CHI will invoice for services rendered monthly. Payment of the invoice will be made by the Customer within thirty (30) days of the invoice date. If the Customer disputes any item on a CHI invoice, the Customer shall promptly notify CHI of the disputed item and the basis of the dispute. The undisputed portion of the invoice shall be paid within the normal payment period. All invoices unpaid after 30 days will be subject to interest at a rate of 18% per annum.

PERFORMANCE STANDARDS: CHI Aviation will perform the Work in a diligent, safe, and workmanlike manner, in accordance with the terms and conditions of this Order and in strict conformance with the applicable TSA, FAA, DOT, aviation, and industry standards, codes, and practices. CHI Aviation represents and warrants that the aircraft, crew, equipment and instruments provided and/or used by CHI Aviation to perform the Work shall be duly licensed or approved for their use by competent authority. CHI Aviation further represents that pilots and repair/service personnel shall have the licenses, skills, training, and experience required by the FAA or other competent authority to properly perform the duties assigned to them. CHI Aviation agrees to comply with the applicable state and federal labor laws with respect to all personnel employed to perform the Work hereunder. CHI Aviation shall maintain such records as may be necessary or required by law to document that all persons performing the Work conform with these requirements and shall provide copies of such records upon request of Customer.

CHI Aviation shall perform the Work as an independent contractor, with the authority to direct and control the performance of said Work in accordance with this Order. In no case and under no circumstances will CHI Aviation's employees and personnel be deemed employees of the Customer.

The Work shall be performed and delivered by CHI Aviation free of any and all claims or liens on labor or equipment furnished or used by CHI Aviation and CHI Aviation shall timely pay and discharge any such claims or liens and to allow no such claim or lien to become fixed upon any property owned, leased, managed, or operated by the Customer.

SAFETY/ENVIRONMENT: CHI Aviation shall comply with all applicable local, state, and federal safety and environmental rules and regulations and shall utilize all the protective equipment and devices required by law and any other equipment or devices recommended by good aviation and industry practice. Customer agrees to observe and comply with the CHI Aviation's policy on the workplace environment which states that the use, possession, distribution, sale or transportation of weapons, explosives, alcoholic beverages, illegal drugs, drug related paraphernalia, narcotics, or controlled dangerous substances, stolen property, and unauthorized drugs (the "Prohibited Materials") on CHI Aviation's work sites or aircraft is strictly prohibited and that the CHI Aviation may take whatever measures it deems appropriate to maintain said work sites free from such Prohibited Materials.

INDEMNITIES: CHI AVIATION'S PROPERTY AND PERSONNEL. EXCEPT AS OTHERWISE PROVIDED FOR HEREIN, CHI AVIATION AGREES TO DEFEND, INDEMNIFY AND HOLD CUSTOMER HARMLESS FROM AND AGAINST ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LOSSES AND EXPENSES, INCLUDING COURT COSTS AND REASONABLE ATTORNEY FEES AND

ALL LOSS, DAMAGE OR INJURY OR DEATH RESULTING THEREFROM WHICH ARISE OUT OF OR IN CONNECTION WITH AND DURING THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT TO THE EXTENT THAT THE SAME ARE ATTRIBUTABLE TO THE ACTS OR OMISSIONS OF CHI AVIATION.

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THIRD PARTY DAMAGES. CUSTOMER SHALL BE LIABLE FOR ALL THIRD-PARTY CLAIMS, DEMANDS, ACTIONS, DAMAGES, LOSSES AND EXPENSES, INCLUDING COURT COSTS AND REASONABLE ATTORNEYS FEES AND ALL LOSS, DAMAGE, INJURY OR DEATH RESULTING THEREFROM WHICH ARISE OUT OF OR IN CONNECTION WITH AND DURING THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT TO THE EXTENT THAT THE SAME ARE ATTRIBUTABLE TO THE ACTS OR OMISSIONS OF CUSTOMER.

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SUBCONTRACTING: CHI Aviation may subcontract any part of the Work including routine and customary services provided by CHI Aviation, such as the provision of fuel, supplies, and the rental of equipment without operator which shall not be considered subcontracting for this purpose.

CONFIDENTIALITY: Any and all information and data, in whatever form or format, described or defined by the Customer as confidential and made available to CHI Aviation for the performance of the Work shall be and remain the exclusive property of the Customer and shall be treated as confidential. CHI Aviation agrees not to divulge or disclose such information or data to any third party except as may strictly be necessary for the performance of the Work. CHI Aviation shall take appropriate but reasonable measures to protect and preserve the confidential nature of such information, it being understood that CHI Aviation's confidentiality obligations are of a continuing nature and shall survive for at least one (1) year from the termination date of this Order. This provision shall not apply to any information or data that is now or hereafter becomes public knowledge or that was already in CHI Aviation's possession prior to the date hereof or that must be disclosed to any party in compliance with a court order or with state or federal laws or regulations.

BUSINESS ETHICS: It is the CHI Aviation's policy and practice that its business activities will be conducted in a fair, honest, ethical, and lawful manner and that all laws and regulations governing the ethical and legal conduct of business organizations and entities in the United States will be strictly adhered to. This policy has been communicated to the CHI Aviation's employees and they have been advised that any action, conduct, activity or transaction that conflicts with this policy would be subject to disciplinary measures, up to and including termination of employment. It is the CHI Aviation's expectation that its, vendors, suppliers, and business associates have adopted similar or higher ethical standards and practices.

FORCE MAJEURE: Neither party shall be liable to the other for any delays, suspensions, damages, or failure to act caused or occasioned by Force Majeure, which is defined as any event that is beyond the reasonable control and foresight of the party unable to perform and which could not have been prevented or avoided by the exercise

of due diligence, prudence, or the adoption of reasonable precautions. Such Force Majeure events include, but are not limited to, fire, explosion, riot or civil disturbance, flood, sabotage, Coast Guard or government orders or decrees, labor disputes, and National Weather Service named storms. The shortage or non-availability of labor, Materials, tools, or other resources shall not constitute Force Majeure unless caused by events defined herein as Force Majeure.

ADMINISTRATION: In the event of conflict between the provisions of this Order and those of any CHI Aviation quotation, service/work/delivery ticket, price list, invoice, or other document, the provisions of this Order shall prevail and control. The signature of a Customer representative or employee on any CHI Aviation delivery/service/work ticket shall not be construed as acceptance of any conflicting provision contained thereon.

If any term or provision of this Order is held by a court or agency of competent jurisdiction to be invalid, inconsistent with, or contrary to any applicable federal, state or local law, rule or regulation, said term or provision shall be deemed to be voided or modified to the extent required to comply with said law, rule or regulation, and this Order including any such modified provision shall continue in full force and effect and shall not be affected, impaired, or invalidated.

CHOICE OF LAW: This Order shall be construed, interpreted, and applied in accordance with the laws of the State of Michigan and the exclusive venue for any and all proceeding or actions related hereto shall be Livingston County, Michigan.