

Airnet Group, Inc.
General Terms and Conditions

1. **Term.** This Agreement shall become effective on the Effective Date and, unless sooner terminated as set forth herein, shall remain in full force and effect for as long as any Supplement or Master Service Agreement (“MSA”) or Service Level Agreement (“SLA”) remains in effect (the “Term”).
2. **Payment Terms.** Customer agrees to pay all applicable rates, fees and charges set forth on any MSA or Exhibit attached hereto (the “Fees”). Payments for Services are due and payable in U.S. dollars within twenty (20) days of the date on Airnet Group, Inc.’s invoice. Payments not received within said twenty-day period are past due. In the event any payment is past due, Airnet Group, Inc. may, at its sole discretion, (i) apply a late charge equal to 1-1/2% (or the maximum legal rate, if less) on the unpaid balance per month; (ii) require Customer to provide a Security Deposit or other form of security to guarantee the payment for the Services; and/or (iii) take any action in connection with any other right or remedy Airnet Group, Inc. has under this Agreement, at law or in equity. Airnet Group, Inc. reserves the right to change or modify the Fees upon not less than sixty (60) days advance written notice to Customer. Upon receiving a notice increasing the Fees, Customer, after thirty (30) days written notice to Airnet Group, Inc., may terminate the applicable Supplement or MSA without penalty.
3. **Billing Disputes.** If Customer in good faith disputes any portion of any Airnet Group, Inc. invoice, Customer shall submit to Airnet Group, Inc., within thirty (30) days of the date of Airnet Group, Inc.’s invoice, full payment of the undisputed portion of the invoice and written notice and documentation identifying and substantiating the disputed amount. If Customer does not report a dispute within thirty (30) days of the date of Airnet Group, Inc.’s invoice, Customer shall have waived its right to dispute that invoice. Airnet Group, Inc. and Customer agree to use their respective best efforts to resolve any dispute within thirty (30) days after Airnet Group, Inc. receives written notice of the dispute from Customer. Any disputed amounts resolved in favor of Customer shall be credited to Customer on the next invoice following resolution of the dispute. Any disputed amounts determined to be payable to Airnet Group, Inc. shall be due within ten (10) days of the resolution of the dispute. Disputes that cannot be resolved between the parties will be settled according to the Conflict Resolution section contained herein.
4. **Termination.** This Agreement may be terminated: (a) by either party upon the expiration of the Initial Term or any Renewal Term provided that the required notice provided for herein has been given to the non-terminating party; (b) by the mutual written consent of the parties; (c) by either party upon the other party’s failure to generally pay its debts as they come due or if the other party becomes the subject of a bankruptcy proceeding, whether voluntarily or involuntarily, if such proceeding is not dismissed or vacated within 30 days after the other party is notified of such a filing; or (d) upon a Default (as provided herein). A “Default” shall occur if (i) Customer fails to make payment as required under this Agreement and such failure remains uncorrected for five (5) calendar days after written notice of such non-payment from Airnet Group, Inc.; (ii) either party fails to materially perform or observe any material term or obligation (other than making payment) contained in this Agreement, and any such failure remains uncorrected for thirty (30) calendar days after the non-defaulting party’s written notice of such failure to the defaulting party; or (iii) Customer uses the Services for any improper or unlawful purpose or in any improper or unlawful manner. In addition to any other remedies hereunder or at law or in equity, upon Customer’s Default, Airnet Group, Inc. may suspend Services to Customer or cease accepting or processing orders for Services. If this Agreement is terminated due to Customer’s Default, such termination shall not affect or reduce Customer’s minimum monthly commitments and all early termination penalties, if applicable, shall apply. Customer agrees to pay Airnet Group, Inc.’s reasonable expenses (including attorneys’ fees and collection agency fees) incurred in enforcing Airnet Group, Inc.’s rights in the event of Customer’s Default. In the event of Airnet Group, Inc.’s Default, Customer may terminate this Agreement without penalty. Customer will, however, remain liable for all Fees incurred for Services provided prior to Customer’s termination of this Agreement.
5. **Additional Assurances.** If at any time during the term of this Agreement Customer experiences a material and adverse change in financial condition, business

prospects, or payment history, Airnet Group, Inc. may demand that Customer deposit with Airnet Group, Inc. a security deposit or increase the amount of an already existing deposit (the "Security Deposit"), as the case may be, as security for the full and faithful performance by Customer of this Agreement. In no event shall the amount of the Security Deposit exceed two (2) months estimated or actual charges and other amounts payable by Customer hereunder.

6. **Acceptable Use Policy; On-Line Privacy Policy.** The Airnet Group, Inc. Acceptable Use Policy (the "AUP") governs the general policies and procedures for use of the Services and is incorporated herein by reference. The Airnet Group, Inc. On-Line Privacy Policy (the "Privacy Policy") governs how Airnet Group, Inc. collects, stores, processes and uses information associated with Customer's use of the Services and is incorporated herein by reference. The AUP and the Privacy Policy are posted on Airnet Group, Inc.'s Web site at www.Airnet Group, Inc.net (or such other location as Airnet Group, Inc. may specify). The AUP and the Privacy Policy may be updated from time to time by Airnet Group, Inc. in its sole discretion. CUSTOMER AGREES TO CAREFULLY READ THE AUP AND THE PRIVACY POLICY AND ANY CHANGES, MODIFICATIONS OR UPDATES THEREOF AND THERETO. BY USING THE SERVICES, CUSTOMER ACCEPTS THE TERMS OF THE PRIVACY POLICY AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE AUP AND ANY CHANGES, MODIFICATIONS AND UPDATES THEREOF AND THERETO. AIRNET GROUP, INC. WILL NOT NOTIFY CUSTOMER OF ANY CHANGES, MODIFICATIONS OR UPDATES TO THE AUP OR THE PRIVACY POLICY. CUSTOMER AGREES THAT IT IS CUSTOMER'S RESPONSIBILITY TO BE AWARE OF THE CONTENT OF AIRNET GROUP, INC.'S AUP AND PRIVACY POLICY. AIRNET GROUP CORPORATION RESERVES THE RIGHT TO TERMINATE THIS AGREEMENT AND CUSTOMER'S ACCOUNT FOR ANY VIOLATION OF THE AUP AND THIS AGREEMENT.

7. **Rights, Obligations and Warranties of Customer.** (a) Customer shall at its own expense undertake all necessary preparations required to comply with Airnet Group, Inc.'s reasonable installation and maintenance instructions. (b) Customer represents and warrants to Airnet Group, Inc. that (i) it has full right and authority to enter into this Agreement; (ii) it will not use the Services in any manner in violation of any federal, state or local law, regulation, rule or ordinance ("Applicable Law") or Airnet Group, Inc.'s AUP; (iii) any text, data, images, photographs, illustrations, graphics, sounds, video, programs, code, information and other materials

("Data") used in connection with or transmitted by the use of the Services will not violate or infringe the rights of others including, but not limited to, any copyright, trade mark, trade dress, patent, trade secret, privacy, publicity or other personal or proprietary right; (iv) the Data will not include indecent or obscene materials or in any way constitute a defamation or libel of AirNet Group Corporation or any third party; and (v) it will fully comply with all relevant export and encryption laws and regulations ("Export Laws") to assure that neither the Services nor any direct product thereof are used in a manner directly or indirectly in violation of Export Laws or intended to be used for any purposes prohibited by Export Laws, including, without limitation, nuclear, chemical or biological weapons proliferation. (c) Customer represents and warrants that it is certified to do business in all jurisdictions in which it conducts business and is in good standing in all such jurisdictions.

8. **Indemnity.** Customer agrees to defend, indemnify and hold Airnet Group, Inc. and its affiliates, subsidiaries, stockholders, officers, directors, contractors, employees, partners and agents harmless from any and all liabilities, costs and expenses, including, but not limited to, reasonable attorneys fees, related to or arising from, (a) any breach of this Agreement by Customer or its customers ("Users"); (b) the use of the Services or the Internet or the placement of any message, information, software or other materials on the Internet by Customer or Users; (c) acts or omissions of Customer, Customer's officers, directors, partners, shareholders, employees, agents, suppliers or contractors in connection with the construction, installation, maintenance, presence, use or removal of systems, channels, equipment or software not provided by Airnet Group, Inc. which are connected or are to be connected to the Services; and (d) claims for infringement of any intellectual property right arising from the use of Services, equipment and software, apparatus and systems not provided by AirNet Group Corporation in connection with any Services. Each party shall indemnify, defend, release, and hold harmless the other party, its affiliates, directors, officers, employees, workers, and agents from and against any action, claim, cost, damage, demand, loss, penalty, or expense including but not limited to attorney's fees, expert witness fees, and costs (collectively "Claims") imposed upon either party by reason of damages to Property or personal injuries, including death, as a result of an intentional or grossly negligent act or omission by the indemnifying party in connection with the Services and the performance of this Agreement. The term "Property" as used in this section shall include real, personal, tangible, and intangible property, including but not limited to data, proprietary information, intellectual property,

trademarks, copyrights, patents, and knowledge. In the event any Claim is brought against a party to be indemnified, that party shall immediately notify the indemnifying party in writing, and the indemnifying party shall assume the cost of the defense thereof on behalf of the indemnified party and shall pay all expenses and satisfy all judgments which may be incurred by or rendered against the indemnified party. Notwithstanding the foregoing, the indemnified party shall not be liable for any settlement of any Claim without the indemnifying party's written consent.

9. **Non-Solicitation of Employees.** Each party recognizes that their respective employees constitute valuable assets of each other. Accordingly, neither party shall, during the Term of this Agreement and for a period of one year thereafter, directly or indirectly, solicit, employ or offer to employ, or engage as a consultant or employee, any employee of the other party with whom such party had contact pursuant to this Agreement. The parties agree that the remedy at law for any breach of this provision shall be inadequate and that, in addition to any remedy it might have, the aggrieved party shall be entitled to injunctive relief without proof of irreparable injury and without posting bond.

10. **Investigation of Violations.** Airnet Group, Inc. may investigate any violation of this Agreement, the AUP, any Applicable Laws, any documents referred to herein, its policies or any complaints reported to it or any governmental entity and take any action that it deems appropriate and reasonable under the circumstance to protect its systems, facilities, customers and/or third parties. Airnet Group, Inc. will not access or review the contents of any e-mail or similar stored electronic communications except as required or permitted by applicable law or legal process.

11. **Insurance.** Throughout the Term of this Agreement and any extension thereof, each party shall maintain and, upon written request, shall provide proof of adequate commercial general liability insurance covering all operations and work hereunder. Such insurance shall be written on an occurrence coverage basis and shall provide coverage equivalent to or greater than one million dollars (\$1,000,000.00) per occurrence for bodily injury and property damage liability, including coverage extensions for blanket contractual liability, personal injury liability, products and completed operations liability, and advertising injury. Such insurance must cover any liability under the indemnification provisions of this Agreement.

12. **Authorized Use of Name.** Without the other party's prior written consent, neither party shall: (i) refer to itself as an authorized representative of the other in promotional, advertising, or other materials; or (ii) use

the other party's logos, trade marks, service marks, carrier identification codes (CICs), or any variations thereof in any of its promotional, advertising, or other materials, or in any activity using or displaying the other party's name or the Service(s) to be provided hereunder. Both parties agree to change or correct at their own expense any material or activity the effected party determines to be inaccurate, misleading, or otherwise objectionable under this section. Notwithstanding the foregoing, Customer is authorized to use the following statements: (i) "Customer utilizes the Airnet Group, Inc. network;" (ii) "Customer utilizes Airnet Group, Inc.'s facilities;" (iii) "Airnet Group, Inc. provides only the network facilities;" and/or (iv) "Airnet Group, Inc. is our network services provider."

13. **Limitation of Liability.** Airnet Group, Inc.'s liability arising out the provision of Services, delays in the restoration of Services to be provided under this Agreement or any other telecommunications services, or arising out of mistakes, accidents, omissions, interruptions, errors or defects in transmission, or delays caused by judicial or regulatory authorities, shall be subject to the limitations set forth below. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, IN NO EVENT SHALL AIRNET GROUP, INC. , ITS OFFICERS, AGENTS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, ANY PERSON OR ENTITY ASSISTING AIRNET GROUP CORPORATION OR ITS SUBSIDIARIES OR AFFILIATES BE LIABLE TO CUSTOMER OR ANY OTHER THIRD PARTY WITH RESPECT TO THE SUBJECT MATTER OF AND ITS OBLIGATIONS UNDER THIS AGREEMENT UNDER ANY CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY FOR ANY TYPE OF INDIRECT, CONSEQUENTIAL, RELIANCE, INCIDENTAL, ACTUAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, OR FOR ANY LOST PROFITS, LOST REVENUES, NON-PHYSICAL DAMAGE, LOST OPPORTUNITIES, LOST ROYALTIES, LOST DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR LOST SAVINGS OF ANY KIND, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE OBLIGATIONS OF AIRNET GROUP, INC. PURSUANT TO THIS AGREEMENT, WHETHER OR NOT EITHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE. UNDER NO CIRCUMSTANCES WILL AIRNET GROUP, INC., ITS OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, EMPLOYEES, ANY PERSON OR ENTITY ASSISTING AIRNET GROUP, INC. SUBSIDIARIES OR AFFILIATES BE LIABLE TO CUSTOMER FOR

ANY AMOUNT IN EXCESS OF THE AMOUNTS AIRNET GROUP, INC. HAS COLLECTED FROM CUSTOMER WITHIN THE SIX MONTHS IMMEDIATELY PRECEDING ANY CLAIM WITH RESPECT TO THE PRODUCTS OR SERVICES DELIVERED HEREUNDER. CUSTOMER HEREBY WAIVES ANY CLAIM THAT THESE EXCLUSIONS DEPRIVE IT OF AN ADEQUATE REMEDY OR CAUSE THIS AGREEMENT TO FAIL ITS ESSENTIAL PURPOSE. Some states do not allow the exclusion of incidental or consequential damages, and therefore certain provisions hereof may not apply to Customers located in those states. CUSTOMER ASSUMES TOTAL RESPONSIBILITY AND RISK FOR CUSTOMER'S USE AND USERS' USE OF THE SERVICES, SOFTWARE OR EQUIPMENT PROVIDED BY AIRNET GROUP, INC., IF ANY, AND THE INTERNET. CUSTOMER UNDERSTANDS AND AGREES FURTHER THAT THE INTERNET (1) CONTAINS MATERIALS SOME OF WHICH ARE SEXUALLY EXPLICIT OR MAY BE OFFENSIVE TO SOME PEOPLE AND (2) IS ACCESSIBLE BY PERSONS WHO MAY ATTEMPT TO BREAK THE SECURITY OF AIRNET GROUP, INC.'S, ITS CONTRACTOR'S AND/OR CUSTOMER'S NETWORK FACILITIES. AIRNET GROUP CORPORATION HAS NO CONTROL OVER AND ACCEPTS NO LIABILITY OR RESPONSIBILITY WHATSOEVER FOR SUCH MATERIALS OR ACTIONS AND CUSTOMER AND CUSTOMER'S USERS ACCESS THE SERVICE AT THEIR OWN RISK.

14. **LIMITATION OF WARRANTY.** AIRNET GROUP, INC. IS NOT MAKING ANY WARRANTIES TO COMSTOMER RELATING TO THE PRODUCTS AND SERVICES PROVIDED HEREUNDER OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY PARTICULAR WARRANTIES OF (1) MERCHANTABILITY, (2) FITNESS FOR A PARTICULAR PURPOSE, (3) EFFORT TO ACHIEVE PURPOSE, (4) COMPLETENESS OR (5) QUALITY, ACCURACY, OR CURRENCY OF THIRD PARTY CONTENT, OR AS TO ANY MATTER, ALL OF WHICH WARRANTIES BY AIRNET GROUP, INC. ARE HEREBY EXCLUDED AND DISCLAIMED. CUSTOMER AGREES THAT ANY EFFORT BY AIRNET GROUP, INC. TO MODIFY THE PRODUCTS AND SERVICES OR ANY EQUIPMENT SHALL NOT BE DEEMED A WAIVER OF ANY LIMITATIONS CONTAINED IN THIS SECTION AND THAT AIRNET GROUP, INC.'S LIMITATION OF WARRANTIES SHALL NOT BE DEEMED TO HAVE FAILED IN THEIR ESSENTIAL PURPOSE.

15. **System Maintenance.** In the event Airnet Group, Inc. determines that it is necessary to interrupt Services or that there is a potential for Services to be interrupted for the performance of system maintenance, Airnet Group, Inc. will use best efforts to notify Customer prior to the performance of such maintenance and to schedule such maintenance during non-peak hours (midnight to 6:00 a.m. local time). In no event shall interruption for system maintenance constitute a failure of performance by Airnet Group, Inc.. In no event shall system maintenance continue for more than twenty-four (24) consecutive hours.
16. **Emergencies.** In the event of any emergency event that is either service affecting or will immediately become service affecting Airnet Group, Inc., A Airnet Group, Inc.'s equipment or operations, Airnet Group, Inc.'s work shall take precedence over any and all operations of Customer on Airnet Group, Inc.'s premises; and Airnet Group, Inc. may rearrange any Customer equipment (with the same care used by Airnet Group, Inc. in rearranging its own equipment) as is reasonably necessary to respond to the emergency. In the event of any emergency involving Customer's equipment, Airnet Group, Inc. shall use reasonable commercial efforts to notify Customer prior to performing whatever repair and maintenance is necessary to respond to the emergency ("Emergency Measures"), and Customer authorizes Airnet Group, Inc. to take such repair and maintenance actions, irrespective of whether Airnet Group, Inc. actually provides notice. Customer hereby indemnifies and holds harmless Airnet Group, Inc. with respect to any damage to Customer's equipment resulting from any Emergency Measures undertaken by Airnet Group, Inc..
17. **Confidential Information.** A Party (the "Receiving Party") receiving any Confidential Information of the other Party (the "Disclosing Party") shall exercise a reasonable degree of care, but in no event less than the same degree of care that it uses to protect its own Confidential Information of a like nature, to keep confidential and not disclose such Confidential Information. These obligations shall not apply to any Confidential Information to the extent it: (a) is approved by prior written authorization of the Disclosing Party for release by the Receiving Party; (b) is disclosed in order to comply with a judicial order issued by court of competent jurisdiction, in which event the Receiving Party shall give prior written notice to the Disclosing Party of such disclosure as soon as practicable and shall cooperate with the Disclosing Party in using all reasonable effort to obtain the appropriate protective order or equivalent, provided that the information shall continue to be Confidential Information to the extent it is covered by such protective order or equivalent; (c) becomes generally

available to the general public through any means other than a breach by the Receiving Party of its obligations under this Agreement; (d) was in the possession of the Receiving Party without obligation of confidentiality prior to receipt or disclosure under this Agreement evidenced by written records made prior to such receipt or disclosure; (e) is developed independently by the Receiving Party without the use of or benefit from any of the Confidential Information of the other Party or without breach of this Agreement, as evidenced by written records of the Receiving Party in existence as of disclosure by the Disclosing Party; or (f) is required to be disclosed by government rule or regulation (e.g., in connection with a securities fund) provided that the Receiving Party gives the Disclosing Party advance written notice of the Disclosure and cooperates with the Disclosing Party in any attempt to limit the scope of the required disclosure. A recipient of Confidential Information shall not disclose the Information to any person or entity other than the recipient's (i) employees, contractors, or consultants; and/or (ii) Affiliates and their employees, contractors, or consultants. Confidential Information shall only be disclosed to those persons who have a need to know and who are bound in writing to protect the Information from unauthorized use or disclosure. Confidential Information shall remain the property of the disclosing party and shall be destroyed or returned to the disclosing party upon request of the disclosing party. Either party may make Confidential Information available to its lenders and/or financial advisors provided they are bound by a written Confidentiality Agreement. Confidential Information shall not be disclosed to any third party without the prior written consent of the owner of the Information. The recipient shall use the Confidential Information only for the purposes of this Agreement and shall protect the Information from disclosure using the same degree of care used to protect its own Confidential or Proprietary Information, but in no event less than a reasonable degree of care. Because money damages may be insufficient in the event of a breach or threatened breach of this section, the affected party may be entitled to an injunction or restraining order in addition to such other rights or remedies as may be available under this Agreement, at law, or in equity, including money damages.

18. **Regulatory.** Customer is responsible for reimbursement to Airnet Group, Inc. for any fees, taxes, or surcharges paid by Airnet Group, Inc. that are imposed or authorized by any regulatory or governmental entity related to the Services.
19. **Taxes.** The amounts payable by Customer under this Agreement do not include any federal, state, local, sales, income, use, utility, or other taxes. Customer is

responsible for payment of all taxes of any kind that may be levied on the goods or services provided under this Agreement. Customer is responsible for properly charging tax to its subscribers and for the proper and timely reporting and payment of such taxes to the taxing authorities. Customer agrees to defend, indemnify and hold harmless Airnet Group, Inc. from Customer's non-payment or failure to report any and all taxes relating to Service(s) provided to Customer under this Agreement.

20. **Legal Construction.** In the event one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. In the event of any conflict between the provisions of these General Terms and Conditions and the applicable Supplements, MSAs and Exhibits, the conflict shall be resolved by reference to the following order of priority of interpretation: (a) Terms and Conditions; (b) Supplement; (c) MSA; and (d) Exhibits. Notwithstanding the foregoing, no Exhibit requiring execution shall be binding unless and until such Exhibit has been fully executed by an authorized representative of each party
21. **Conflict Resolution.** The provisions of this section shall be the sole and exclusive method and procedure to resolve Disputes under this Agreement other than payment matters. "Disputes," for purposes of this Agreement, shall exclude payments but shall include, without limitation, all questions of interpretation, all claims for damages, adjustments, credits and/or set offs, all questions or issues regarding the validity and enforceability of this Agreement, all questions regarding whether any particular act, omission, matter or event constitutes, or would constitute if remaining uncured following the expiration of any applicable cure period hereunder, a Default under this Agreement and any and every other controversy arising between the parties. No party may file a lawsuit for interpretation or enforcement of its rights under this Agreement except as may be authorized under the provisions of this Section. (a) **Meet and Confer.** The parties shall attempt in good faith to resolve any Dispute by negotiations between individual representatives who have authority to settle that Dispute. Any party may give the other party written notice of any Dispute together with a request that the parties meet and confer ("Notice of Dispute"). Within ten (10) days after delivery of the Notice of Dispute, individual representatives of both parties shall meet at a mutually acceptable time and place in Chattanooga, Tennessee, and thereafter as often as they reasonably deem

necessary, to exchange relevant information and to attempt to resolve the Dispute. If the matter has not been resolved within twenty (20) days after delivery of the Notice of Dispute, or if the parties fail to meet within ten (10) days after delivery of the Notice of Dispute, either party may initiate Mediation of the Dispute under subsection (b) hereof. If a negotiating representative intends to be accompanied at a meeting by an attorney, the other negotiating representative shall be given at least two (2) working days' notice of such intention and may also be accompanied by an attorney. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and any state's Rules of Evidence. (b) Mediation. If a Dispute has not been resolved by negotiation as provided in this section, the parties shall endeavor to settle the Dispute by mediation under the then current Center for Public Resources ("CPR") Model Procedure for Mediation of Business Disputes. A neutral third party will be selected from the CPR panel of neutrals. If the parties encounter difficulty in agreeing on a neutral, they will seek the assistance of CPR in the selection process. Mediation under this section will commence within thirty-five (35) days of the Notice of Dispute. (c) Litigation. If a Dispute has not been resolved by non-binding means pursuant to subsections (a) or (b) within sixty (60) days of the initiation of mediation, either party may initiate litigation, provided, however, that if one party has requested the other to participate in a non-binding procedure under subsections (a) or (b) and the other has failed to participate, the requesting party may initiate litigation before expiration of the aforesaid sixty (60) day period. (d) Statutes of Limitation Tolloed During Meeting and Confer and Mediation. All applicable statutes of limitation and defenses based upon the passage of time shall be tolled while the procedure specified in subsections (a) and (b) are pending. The parties will take such action, if any, required to effectuate such tolling. (e) Performance to Continue Pending Dispute Resolution. Each party is required to continue to perform its obligations under this Agreement pending the final resolution of any Dispute covered by this section. (f) Extension of Deadlines. All deadlines specified in this section may be extended by mutual agreement in writing. (g) Controlling Law. The substantive law of Tennessee (without regard to its conflicts of laws principles) will control the outcome of any Dispute.

22. **Notices**. All notices and other communications shall be in writing and shall be deemed to have been duly given as of the date of delivery or confirmed facsimile transmission. If mailed, notice shall be sent via registered mail, return receipt requested or via overnight commercial courier with tracking capabilities

and becomes effective upon confirmed delivery. Notices will be delivered or sent to the party's respective addresses set forth on the Master Service Agreement Order Form (unless otherwise directed) to the attention of the following:

If to AirNet Group, Inc.:

Attention: Contract Administration

If to Customer:

Attention:

23. **Relationship of the Parties**. Nothing contained in this Agreement shall be deemed or construed as creating a relationship of principal and agent, of a partnership or a joint venture between one partner hereto or hereof, it being understood and agreed that no provision contained herein nor any acts of the parties hereto shall be deemed to create any relationship between the parties other than that of independent contractors.
24. **Survival**. The sections pertaining to Customer's payment of amounts due, and both parties' confidentiality, liability, and indemnification obligations shall survive termination of this Agreement regardless of the reason for the termination.
25. **Force Majeure**. Airnet Group, Inc. shall not be liable for any failure of performance hereunder due to causes beyond its reasonable control including, but not limited to: acts of God, fire, explosion, vandalism, cable cuts not caused by Airnet Group, Inc., flood, storm, or other similar catastrophe; any law, order, regulation, direction, action or request of the any governmental entity having jurisdiction over either of the parties, or of any department, agency, commission, court, bureau or other instrumentality of any governmental unit, or any civil or military authority; national emergencies; insurrections; riots; wars; or strikes, lock outs, or work stoppages (each, a "Force Majeure Event").
26. **Assignment**. Neither party hereto may assign this Agreement without the express written consent of the other party hereto, which consent shall not be unreasonably withheld. Notwithstanding the foregoing: (i) a security interest in this Agreement may be granted by Airnet Group, Inc. to a lender to secure borrowings by AirNet Group Corporation or any of its Affiliates; (ii) either party may assign all its rights and obligations hereunder to any Affiliate or to the surviving corporation into which the party may merge or consolidate, or to any entity to which the party transfers

all, or substantially all, of its business and assets; and (iii) Airnet Group, Inc. may assign any amounts due from Customer to Airnet Group, Inc. to any Affiliate for billing purposes. Affiliate, as used herein, is defined as any entity controlled by, in control of, or under common control with the assigning party hereunder.

27. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and when taken together shall constitute one document. The parties expressly authorize the use of a facsimile counterpart as a valid method of execution for Customer; however, for valid execution by Airnet Group, Inc., Airnet Group, Inc.'s original signature shall be required. In the event that Customer executes this Agreement via facsimile counterpart, Customer agrees to provide Airnet Group, Inc. with a fully executed original of this Agreement within five (5) calendar days of such facsimile counterpart execution.
28. **Amendments.** Except as expressly provided herein, no amendment, change, waiver, or discharge with respect to this Agreement shall be valid unless in writing and signed by the parties.
29. **No Waiver.** Airnet Group, Inc.'s failure to enforce the strict performance of any provision of this Agreement will not constitute a waiver of Airnet Group, Inc.'s right to subsequently enforce such provision or any other provisions hereunder or thereunder.
30. **Headings.** The section headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.
31. **Governing Law.** This Agreement and the performance hereof shall be governed, construed, and enforced in accordance with the laws of the State of Tennessee without regard to Tennessee conflicts of law principles.
32. **Definitions.** Any terms not defined herein shall have the meaning ascribed to them in any other document referred to or incorporated herein.