



**Savvy Aviation, Inc.**

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**This Master Service Agreement** prescribes the terms and conditions for all services provided by Savvy Aviation, Inc. It begins with common terms and conditions applicable to all Savvy services. Then in Appendix A, it sets forth the service-specific definitions and limitations for each individual service. Finally, Appendix B defines Savvy’s online privacy policy and terms of service.

**The following links** provide for navigation to the various sections of this Agreement.

- [Master Service Agreement](#) terms and conditions applicable to all services
- [Appendix A](#) service-specific definitions and limitations
  - [SavvyMx](#) aircraft maintenance management services
  - [SavvyQA](#) aircraft maintenance consulting services
  - [SavvyPrebuy](#) aircraft prebuy support services
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## MASTER SERVICE AGREEMENT

This Master Service Agreement (“Agreement”) is between Savvy Aviation, Inc., a Wyoming Corporation that provides aircraft maintenance management-related services (“Savvy”), and an individual or entity (“Client”) that owns, operates, maintains or contemplates the purchase of a general aviation aircraft (“Aircraft”), as to which Savvy agrees to perform certain services set forth in the attached Appendix A (“Services”) for which Client has enrolled online, in consideration of the fee (“Fee”) paid by Client to Savvy at the time of enrollment in or renewal of the Services.

1. **Term:** Except as otherwise stated in Appendix A, Savvy agrees to provide the Services described herein to Client for Aircraft for a period of one year (the “Term”) from the effective date of this Agreement (“Start Date”), which shall be the date upon which Savvy has received electronic notification of Client’s intention to be bound by the terms of the Agreement.

2. **Operator:** Except for the Savvy Pro Pack service, at all times and under all circumstances of this Agreement, Client is the “operator” of the Aircraft as that term is defined in the Federal Aviation Regulations (Title 14 CFR) if the Aircraft is registered in the United States, or the applicable civil aviation regulations if the Aircraft is registered in any other country (“Applicable Regulations”). At no time will Savvy be or act as the operator of the Aircraft. Savvy will assist Client in making maintenance decisions and complying with Client’s obligations as owner/operator of Aircraft under Applicable Regulations, but at no time will Savvy make maintenance decisions relating to the Aircraft.
3. **Maintenance Decision-Making:** Client understands that all maintenance decisions regarding Aircraft are Client’s responsibility in Client’s capacity as Operator of the Aircraft. Savvy will offer consultation, advice and recommendations to assist Client’s decision-making, but the ultimate decisions about what maintenance is to be performed and how it is to be performed is the responsibility of Client. Savvy will not make determinations of airworthiness or provide definitive diagnosis of the condition of Aircraft or its components; Client understands and acknowledges that such determinations and diagnoses can be made only by a qualified aviation maintenance technician after examining the physical aircraft.
4. **No Inspection or Maintenance Performed by Savvy:** At no time will Savvy or any of its employees or agents (a) perform any inspection of or maintenance upon Aircraft as those terms are defined in Applicable Regulations, or (b) second-guess airworthiness determinations made by a Service Center relating to the Aircraft.
5. **Termination:** Client may terminate this Agreement at any time for any reason upon 15 days prior written or electronic notice to Savvy. Savvy may terminate this Agreement upon 15 days prior written or electronic notice to Client under the following circumstances:
  - (a) Client demands that Savvy perform services that Savvy deems to be excessive or beyond the scope of its obligations as set forth herein;
  - (b) Savvy deems that Client has been uncooperative with Savvy’s maintenance protocols and procedures or has repeatedly acted in contravention of Savvy’s recommendations or advice;
  - (c) Aircraft ceases to meet the eligibility requirements of the Agreement; or
  - (d) Client violation of the Online Privacy Policy and Terms of Service published on the SavvyAviation.com website.or the following additional circumstances that are applicable only to SavvyMx:
  - (e) Client is needed to make decisions concerning approval of maintenance of Aircraft and is not available to Savvy for consultations for more than three (3) consecutive business days;

(f) Client refuses or fails to pay in a timely fashion any maintenance invoice that Savvy has reviewed and advised Client is fair and reasonable;

(g) Client fails to maintain Savvy as an “additional insured” on its Aircraft insurance policy(ies) if called for in Appendix A;

In the event of early termination of this Agreement by either party, Savvy will refund to Client the unearned portion of Fee (“Unearned Fee”) where the Unearned Fee is defined as the difference between the Fee and the earned fee (“Earned Fee”) for the Service being terminated. For SavvyMx, the Earned Fee is defined in the SavvyMx section of Appendix A. For all other Savvy services, the entire Fee is deemed to be earned at initial enrollment and there is no Unearned Fee.

6. **Expiration and Renewal:** At approximately 60 days, 30 days and 15 days prior to expiration of this Agreement Savvy shall notify Client electronically of the upcoming anniversary date and request electronic notification of Client’s decision to terminate or renew this Agreement on that date. Absent termination instructions by Client, this Agreement shall automatically be renewed on its anniversary date for an additional year, and the terms, conditions and fees hereunder shall be automatically amended to the then-current version of the Service Agreement as it appears on Savvy’s web site on the renewal date.

NOTE: This paragraph does not apply to Savvy services that are not offered on an annual subscription basis, such as SavvyPrebuy or SavvyAnalysis Pro Packs.

7. **Transfer of Aircraft:** In the event Client sells or transfers the Aircraft to another owner during the term of this Agreement, Client may transfer the remaining duration of this Agreement to the new owner subject to the Agreement’s terms and limitations. Such transfer will take effect once the new owner completes and executes a successor Agreement with Savvy.

NOTE: This paragraph does not apply to Savvy services that are not offered on an annual subscription basis, such as SavvyPrebuy or SavvyAnalysis Pro Packs.

8. **Substitution of Aircraft:** Should Client wish to substitute the Aircraft with a new or different aircraft for purposes of this Agreement, the Agreement will continue, at the election of Client, with the substitute aircraft once Client has provided Savvy with the needed information on the substitute aircraft so that Savvy may carry out its obligations under the Agreement. The type of substitute Aircraft may require an upward or downward adjustment to the Fee under this Agreement, prorated according to the time remaining in the term of the Agreement. Such and adjustment shall be required if the replacement aircraft has a different Base Fee, or in the case of the SavvyMx service, if the annual inspection due date for the replacement aircraft is such that Savvy would be required to manage more than one annual inspection during the one-year term of this Agreement.

9. **Hold Harmless and Indemnification:** Client agrees to hold harmless and indemnify Savvy and its officers, directors, agents, independent contractors, attorneys, insurers

and successors against any and all loss (including, without limitation, claims involving strict or absolute liability in tort), cost, damage, injury or death claims, demands, liability, third party claims and expense of every nature arising directly or indirectly from or in connection with this Agreement, except when arising from the willful misconduct or gross negligence of Savvy. The provisions of this paragraph shall survive the term of the Agreement.

10. **No Warranties:** CLIENT UNDERSTANDS THAT SAVVY WILL USE ITS BEST EFFORTS TO PROVIDE SERVICES OF AS HIGH QUALITY AS POSSIBLE. HOWEVER, SAVVY MAKES NO GUARANTEES OR WARRANTIES OF ANY SORT, EXPRESS OR IMPLIED, AS TO THE ACTUAL QUALITY OF THE SERVICES, THE QUALITY OF MAINTENANCE PERFORMED ON CLIENT'S AIRCRAFT, OR THE SAFETY OR AIRWORTHINESS OF CLIENT'S AIRCRAFT. CLIENT UNDERSTANDS THAT CLIENT REMAINS FULLY RESPONSIBLE FOR THE INSPECTIONS AND MAINTENANCE PERFORMED ON ANY AIRCRAFT OWNED BY OR FLOWN BY THE CLIENT. IN PROVIDING THE SERVICES, SAVVY MAY USE CERTAIN ANALYTICAL SOFTWARE TOOLS IT HAS DEVELOPED. ALTHOUGH SAVVY USES REASONABLE CARE TO ENSURE THAT SUCH TOOLS PROVIDE ACCURATE RESULTS, SAVVY MAKES NO COMMITMENTS, REPRESENTATIONS OR WARRANTIES ABOUT THE SPECIFIC FUNCTIONS OR RELIABILITY OF SUCH TOOLS, THE ACCURACY OR RELIABILITY OF THE UNDERLYING ALGORITHMS AND SOFTWARE, OR THE ACCURACY OF SAVVY'S RESULTING INTERPRETATIONS OF ENGINE DATA.
11. **Additional Work:** This Agreement sets forth the obligations of Savvy in their entirety. Should Client seek to have Savvy undertake any work or travel that is not specifically covered by this Agreement, such work shall be the subject of a separate and discreet written agreement and not conducted under the terms of this Agreement.
12. **Online Privacy Policy:** Client has reviewed and agreed to the Savvy Aviation, Inc. Online Privacy Policy and Terms of Service stated in Appendix B, agrees that Savvy has taken reasonable steps to protect the limited private information and data provided by Client to Savvy, and further agrees to hold Savvy harmless and waive any rights of suit against Savvy for loss of such data.
13. **Applicable Law:** The terms and conditions of this Agreement shall be interpreted under the laws of the United States and the State of Wyoming.
14. **Dispute Resolution:** Should a dispute of any sort arise between Savvy and Client, Client's heirs, successor, assigns, officers, insurers or attorneys, regarding any matter associated with this Agreement or as a result of any action, omission or negligence alleged on the part of Savvy, Client and Savvy each specifically agree to waive any rights that the parties may have to a trial within the State or federal courts of the United States, and agree to submit the disputed matter to binding arbitration through the American Arbitration Association as a commercial (not consumer) matter.

15. **Partial Invalidity**: If any term or provision of this Agreement or the application of any such term or provision will be invalid or unenforceable to any extent, the remainder of this Agreement, by any other application thereof, will be valid and be enforced to the fullest extent permitted by law.
16. **Confidentiality**: Savvy agrees to use reasonable efforts to keep all communications with Client confidential and share them with no one other than those Savvy is specifically authorized or directed to do so by Client or by appropriate action of law. In the case of Services for which Savvy must communicate with third party maintenance providers, Savvy is authorized to communicate to those third party maintenance providers any Client communications Savvy reasonably believes to be essential to providing the Service.
17. **Entire Agreement**: The terms and conditions of this Agreement constitute the entire agreement between the parties and supersede all prior written and oral negotiations, representations and agreements, if any, between the parties and will be binding upon them their successors, assigns and legal representatives.
18. **Modification of Agreement**: No change or modification hereof or waiver of any term or condition hereof will be effective unless the change or modification is in writing and signed by both parties.

—END—

## **APPENDIX A to Master Service Agreement**

### **Service: SavvyMx (Aircraft Maintenance Management Services)**

1. **Services Provided:** The Services to be provided pursuant to this Agreement are aircraft maintenance management services:
  - A. **Goal:** Savvy will provide professional aircraft maintenance representation and advocacy for Client to help ensure the Aircraft receives competent maintenance in compliance with all applicable regulatory requirements and is maintained in a safe, reliable and airworthy condition. By providing aircraft maintenance management services, Savvy also seeks to improve the quality of Client's aircraft ownership experience by reducing the time that Client spends dealing with maintenance issues. Through its services, Savvy will endeavor to help Client ensure that Aircraft is maintained in the safest and most cost-efficient and effective manner possible.
  - B. **Methodology:** Savvy assigns an FAA-certified Airframe and Powerplant Mechanic with Inspection Authorization (A&P/IA) as Client's "Account Manager" to work directly with Client to manage the maintenance performed on the Aircraft. The Account Manager is not on-site and does not perform maintenance on the Aircraft, but provides oversight of, direction to, and technical interface with the maintenance facilities and technicians/mechanics doing the work, primarily by means of Savvy's proprietary Internet-based online ticket system.
  - C. **Services Provided:** Savvy will serve as Client's aircraft maintenance manager whenever the Aircraft undergoes scheduled or unscheduled inspection, repair, overhaul, preservation, and/or replacement of its components (collectively "maintenance") at any aircraft maintenance facility ("Service Center") worldwide, provided that the maintenance technicians performing work on the Aircraft are willing and able to communicate with Savvy in English via Savvy's Internet-based ticket system.

In respect to the SavvyMx service Savvy's obligation to provide aircraft maintenance management services hereunder shall not commence until Savvy has received via physical or electronic delivery (1) a Certificate of Insurance showing Savvy as an Additional Insured on Client's aircraft insurance policy, and (2) electronic scans of the Aircraft's maintenance records. Client understands and agrees that Savvy cannot provide maintenance management services defined herein until it has received these documents.

As Client's maintenance manager, Savvy will:

- Assist Client in selecting the best Service Center and/or maintenance technician for the maintenance desired by Client;

- Assist Client in making arrangements to have Aircraft ferried to and from the selected Service Center, should this be necessary;
- Establish a formal protocol for each maintenance transaction (described herein) to help ensure that Client complies with Applicable Regulations as the owner and operator of the Aircraft, remains in control of the process and does not have adverse cost surprises when presented with the invoice by the Service Center;
- Give specific written direction to the Service Center and maintenance technicians doing the work;
- Use the proven methodologies of Reliability-Centered Maintenance (RCM) and Condition-Based Maintenance (CBM) to achieve the required levels of safety and dispatch reliability for the Aircraft at the lowest possible cost;
- Implement a state-of-the-art engine condition monitoring program, including regular borescope inspections, spectrographic oil analysis, and digital engine monitor data analysis for the Aircraft, keep Client apprised of inspection results, interpret those results, and make recommendations based on those results as necessary;
- Act to minimize Client's expenditures for replacement parts for the Aircraft by evaluating lower-cost alternatives (e.g., repair, PMA equivalents, salvage yards, and discounts);
- Seek to minimize expenditures for unnecessary parts and labor for the Aircraft by helping to ensure that systematic troubleshooting be completed before Client authorizes that repairs be performed or parts ordered, and providing the Service Center with a thoughtful troubleshooting plan where appropriate;
- Track the status of the Service Center's progress on the work it has been directed to perform, and communicate this status to Client on a regular basis;
- Utilize Savvy's Internet-based online ticket system to create a detailed written audit trail of all discrepancies reported, decisions made and approvals given by the Client; discrepancies, cost estimates, and status reports provided by the Service Center; advice given and recommendations made by the Account Manager; and any other maintenance-related communications involving the Client, Service Center and/or Account Manager.
- Provide the services of SavvyAnalysis Pro and SavvyBreakdown for the Aircraft at no additional fee.

D. Procedure and Protocol: When the Aircraft is taken to a Service Center for maintenance, Client shall instruct the Service Center that Client has retained Savvy as Client's maintenance manager during the course of the maintenance to be provided by the Service Center, and shall direct the Service Center to interface

with Savvy as the Aircraft owner's representative on all technical matters relating to maintenance of the Aircraft.

Savvy will communicate directly with the Service Center on Client's behalf, and direct the Service Center to structure each maintenance transaction in three sequential phases:

- **Inspection phase:** The Service Center inspects the aircraft, performs any necessary troubleshooting, itemizes any discrepancies found, recommends corrective action to remedy those discrepancies, formulates specific cost estimates for parts and labor to rectify each discrepancy, and identifies those discrepancies that the Service Center judges to be airworthiness items that impact its ability to approve Aircraft for return to service.
- **Approval phase:** Savvy reviews Service Center's discrepancy list and cost estimate for each discrepancy, discusses the discrepancies and estimates with Client, researches alternatives, negotiates amendments with the Service Center, makes recommendations to Client, receives written instructions from Client and ultimately furnishes the Service Center with specific written approvals, directions and instructions to proceed.
- **Repair phase:** The Service Center performs repairs and replaces parts as directed by Savvy in writing on Client's behalf, approves the aircraft for return to service, makes all appropriate maintenance record entries in compliance with Applicable Regulations, providing the originals to Client and a copy to Savvy, and presents its invoice to the Client with a review copy to Savvy.

During the inspection phase, Savvy will direct the Service Center to inspect Client's Aircraft but perform no repairs and order no replacement parts until specifically instructed to do so. Savvy will further direct Service Center that upon completion of the inspection, the Service Center is to provide a written itemized list of discrepancies found, together with its recommendation for corrective action (repair, replacement, overhaul, alteration, or deferral) plus a detailed estimate of the cost, including parts and labor, to correct each discrepancy. Savvy will also direct the Service Center to specifically identify those discrepancies that, in the Service Center's opinion, it believes to be "airworthiness items" that must be corrected in order for the Service Center to approve the aircraft for return to service.

During the approval phase, Savvy will review the Service Center's itemized discrepancy list and cost estimate, forward a copy of the list to Client, and consult with Client regarding each listed discrepancy, the maintenance recommendations and cost estimates provided by the Service Center. During this consultation, the Savvy will discuss each discrepancy with Client; explain the nature of the discrepancy, any safety of flight risks presented by the discrepancy, dispatch reliability implications, and any applicable regulatory requirements. Savvy will make recommendations to Client regarding resolution of each

discrepancy and may propose lower-cost alternative approaches to Client. Savvy will explain the benefits and drawbacks of each alternative, along with any safety risks, dispatch reliability implications and applicable regulatory requirements that may be involved.

At no time and under no circumstances will Savvy make the ultimate decision as to the method to be used to deal with any discrepancy reported by the Service Center. Each such decision will be made by Client after considering the Service Center's recommendations and any alternatives recommended by Savvy.

When Client has made a decision regarding the method to be used to correct each discrepancy, Client will transmit instructions to Savvy in writing or electronically. Savvy will forward the specific instructions to the Service Center in writing or electronically, will discuss those instructions with the Service Center as necessary to ensure that the Service Center understands and is willing to comply with them, and shall monitor Service Center's progress as it performs the maintenance as instructed.

Prior to completion of repairs, Savvy will give specific instructions to the Service Center that it make all maintenance record entries required by Applicable Regulations on stickers that may be placed in the Aircraft's maintenance records and that the original(s) are provided to Client with copies to Savvy before the airplane is flown by Client. Client understands that the Aircraft may not be flown after maintenance until the maintenance record entries required by Applicable Regulations are made by the Service Center. Client understands that such entries may be made on stickers and provided to Client by the Service Center.

Should troubleshooting of a discrepancy be required in order for the Service Center to make a recommendation for the method of correction, Savvy will work with the Service Center and its technicians as the troubleshooting proceeds and may, as Savvy deems appropriate, make suggestions in the troubleshooting process, and in some cases may recommend that an outside expert be called in to assist (any retention of an outside expert must be approved in written or electronic format by Client). Savvy will keep Client advised of the status and results during such troubleshooting activities.

Client will be responsible for payment for all services performed by Service Center, including, but not limited to, labor, parts, and applicable taxes and fees. Savvy will request a copy of the Service Center's invoice to Client, will assist Client in reviewing the invoice and determining whether the amounts billed are consistent with the estimates provided and the actual work performed by the Service Center. Should Client be dissatisfied with the Service Center's invoice, Savvy will provide a good faith opinion as to whether the bill is reasonable and, if requested by Client, Savvy will contact the Service Center for further explanation of the invoice, and will attempt to negotiate an appropriate adjustment to the invoice on Client's behalf.

2. **High-use Fees:** In consideration of the aircraft maintenance management services provided hereunder, and in addition to the Fee paid by client at enrollment in the Service, Client will pay Savvy a High-use Fee equal to 50% of the Fee for each additional 100 hours or fraction thereof of operation during Term in excess of 200 hours. The High-use Fee(s) shall be due when the Aircraft passes 200 hours of operation during the Term, and each 100 hours thereafter.
3. **Earned Fees:** One half of the Fee will be considered earned by Savvy upon receipt (“Earned Fee”), and the other half of the Fee shall be considered earned by Savvy at the start of Aircraft’s annual inspection. Any applicable High-Use Fee(s) shall be considered earned by Savvy when due as provided herein.
4. **Extraordinary Items Fees:** The Fee (plus High-use fee, if applicable) covers maintenance management services for all maintenance to the Aircraft during the Term except for certain “Extraordinary Items” defined herein. Extraordinary Items shall include, but not be limited to, the following: major repairs and major alterations as those terms are defined by Applicable Regulations; engine teardown, overhaul, rebuild or replacement; structural repairs covered by the Aircraft’s hull insurance; new paint and/or interior; 100-hour inspections; and major avionics upgrade. Additional negotiated fees will apply for management of Extraordinary Items.
5. **Aircraft Maintenance Record Entries:** Client acknowledges that as owner and operator of the Aircraft, Client is solely responsible to ensure all maintenance record entries required by Applicable Regulations are made and signed off by the appropriate authorized maintenance personnel prior to making any flight of the Aircraft after maintenance. While Savvy will assist and counsel Client in carrying out Client’s regulatory obligations as owner/operator, no employee or agent of Savvy (when acting in that capacity) will make any maintenance record entries for the Aircraft. Further, Client agrees to provide complete copies of all maintenance records for the Aircraft to Savvy at the inception of this Agreement, and recognizes that Savvy cannot and will not undertake any of its obligations under this Agreement until it is in possession of a complete and accurate copy of such records.
6. **Savvy as Additional Insured:** Client agrees to add Savvy as an “additional insured” to Client’s insurance policy(ies) for the Aircraft on or prior to the effective date of this Agreement and to maintain Savvy as an “additional insured” continuously throughout the Term including all renewals.

## **Service: SavvyQA (Aircraft Maintenance Consulting Services)**

1. **Services Provided:** The Services to be provided pursuant to this Agreement are aircraft maintenance consulting services, only as to the Aircraft and solely by way of an Internet-based ticket system provided by Savvy. The Services shall consist of the following:
  - “Second Opinion” - Savvy will review maintenance recommendations and cost estimates made by maintenance providers relative to Aircraft and offer Client an independent opinion about those recommendations.
  - “Interpretation” - Savvy will review oil analysis reports, oil filter scanning electron microscopy (SEM) reports, borescope images and reports, digital engine monitor data, and other similar diagnostic data concerning Aircraft provided to Savvy by Client.
  - “Troubleshooting” – Savvy will assist Client in developing a troubleshooting plan to diagnose the causes of Aircraft operating deficiencies.
  - “Maintenance Provider Recommendation” – At Client’s request, Savvy will advise Client on selection of maintenance providers, including:
    - Facilities for overhauling engines, propellers, instruments, and other components of Aircraft;
    - Sources of repair and modification parts for Aircraft.
  - Provide the services of SavvyAnalysis Pro and SavvyBreakdown for the Aircraft at no additional fee.

## 2. **Limitations to Services Provided:**

Client understands and acknowledges that:

- Savvy will not make maintenance decisions concerning Aircraft; such decisions are the sole responsibility of Client. Savvy will offer consultation and advice to assist Client’s decision-making process, but the ultimate decisions about what maintenance is to be performed on Aircraft, how, where and when it is to be performed, and whether Aircraft is airworthy and safe for flight is strictly the responsibility of Client.
- Savvy’s advice will be based solely on information about Aircraft and its condition provided by Client. Savvy will not physically examine Aircraft or communicate with maintenance providers. Consequently, Savvy’s knowledge of Aircraft’s condition might be inaccurate or incomplete.

- Service requests by Client will be handled serially (i.e., one at a time) by Savvy.
- Savvy will communicate about Aircraft only with Client. Savvy will not communicate with maintenance providers, flight instructors, or other third-parties.

## **Service: SavvyPrebuy (Aircraft Prebuy Support Services)**

1. **Services Provided:** The Services to be provided pursuant to this Agreement are aircraft prebuy support services.
2. **Prebuy Support:** Savvy will provide Client with the following aircraft prebuy support services to assist Client in deciding whether to go forward with the purchase of the Aircraft:
  - Perform a preliminary review of the maintenance records of the Aircraft to determine whether the aircraft has been well-maintained, to identify any specific focus areas of concern, and generally to assess whether the Aircraft appears to be a good purchase candidate that warrants going ahead with a formal prebuy examination. To facilitate this review, Client will be required to obtain electronic scans of the aircraft maintenance records in Adobe Portable Document Format (PDF) and make the file available to Savvy.
  - Present any specific areas of concern to Client and discuss the significance of each to assist Client in the decision making process.
  - Advise Client regarding the choice of an appropriately qualified maintenance facility (“Service Center”) at which a prebuy examination of the Aircraft may be performed (generally within one-hour’s flying time of the Aircraft’s home base of current location).
  - Schedule a service appointment at the selected Service Center to accomplish the prebuy examination.
  - Advise Client on the appropriate scope and detail of the prebuy examination, including specific focus areas of concern, and convey the agree-to scope and detail to the Service Center (generally in the form of a written checklist).
  - Review the list of discrepancies prepared by the Service Center during the prebuy examination, together with cost-to-repair estimates for the discrepancies found, and on the basis of that review advise Client:
    - i. Whether or not Savvy considers the Aircraft a good purchase candidate;
    - ii. Whether Savvy considers any of the listed discrepancies to be airworthiness discrepancies that warrant renegotiation of

the agreed-to selling price of the Aircraft; and

- iii. Which listed discrepancies need to be rectified immediately in Savvy's judgment, and which Savvy believes may be safely and prudently deferred until the next regularly scheduled maintenance appointment or annual inspection.

3. **Limitations to Services Provided:** Client understands and acknowledges that:

- No employee, representative or agent of Savvy will physically examine, inspect or even see the Aircraft during the course of the prebuy examination, and that Savvy will and must rely entirely on the prebuy examination conducted by the Service Center and the written list of discrepancies prepared by the Service Center;
- Savvy's review and advice will only be as good as the written results of the examination provided to Savvy by the Service Center;
- The prebuy examination performed by the Service Center is not an "inspection" of the airplane as that word is defined in the U.S. Federal Aviation Regulations or other applicable regulations; and
- In respect to the SavvyPrebuy service, in the absence of termination, the Agreement expires, and Savvy shall be deemed to have completed its obligations hereunder, upon notifying Client that Savvy has completed its performance of the Services.

4. **Purchase Decision Responsibility:** Although Savvy will make recommendations to Client about whether or not Savvy considers the Aircraft to be a good candidate for purchase, and about the significance and cost-to-repair of discrepancies found during the prebuy examination, Client understands and acknowledges that Client is solely responsible for the decision whether or not to purchase the Aircraft and negotiating the purchase price.

## **Service: SavvyAnalysis Pro (Engine Data Analysis Services)**

1. **Service Provided:** The Services to be provided pursuant to this Agreement are engine data analysis services.
  
2. **Engine Data Analysis:** Upon Client's delivery of certain client-specified aircraft engine condition data (the "Engine Data") to Savvy and request for analysis of the Engine Data in the form and manner described in the User Guide available on the SavvyAnalysis.com website, Savvy will:
  - If in Savvy's judgment the Engine Data has diagnostic value, analyze the Engine Data;
  
  - Provide Client with an interpretation of the Engine Data, endeavoring to determine whether or not the Engine Data is consistent with normal engine mechanical condition and normal engine operational procedures;
  
  - If in Savvy's opinion the Engine Data appears to be abnormal, use best efforts to determine whether the abnormalities are due to mechanical problems, operational problems, or instrumentation problems, and to diagnose the most likely cause(s) of the observed abnormalities; and
  
  - Deliver Savvy's interpretation and probable diagnosis to Client electronically by means of the website and/or email.
  
3. **Limitations of Services:** Savvy's obligation hereunder shall be limited to performing the specified types and quantities of Services covered by the Fee as described on the SavvyAnalysis.com website. The Services shall not be construed as a recommendation to perform any specific repair or maintenance (as that term is defined in applicable regulations), a determination of an engine's airworthiness, or a definitive diagnosis of engine condition. Client understands and acknowledges that such recommendations, determinations and definitive diagnoses can be made only by a qualified aviation maintenance technician after examining the physical engine and its maintenance records, and cannot be made based solely upon a review of the Engine Data such as that undertaken by Savvy in performance of the Services. Client further understands and acknowledges that Engine Data furnished by Client may contain inaccuracies, and in such cases Savvy is not responsible for erroneous interpretations or probable diagnoses.

**Service: SavvyAnalysis Pro Packs (Engine Data Analysis Packs)**

1. **SavvyAnalysis Pro Packs:** The Services to be provided pursuant to this Agreement are engine data analysis service—"SavvyAnalysis Pro Packs."
2. **Engine Data Analysis Packs:** Upon Client's delivery of certain client-specified aircraft engine condition data (the "Engine Data") to Savvy and request for analysis of the Engine Data in the form and manner described in the User Guide available on the SavvyAnalysis.com website, Savvy will:
  - If in Savvy's judgment the Engine Data has diagnostic value, analyze the Engine Data;
  - Provide Client with an interpretation of the Engine Data, endeavoring to determine whether or not the Engine Data is consistent with normal engine mechanical condition and normal engine operational procedures;
  - If in Savvy's opinion the Engine Data appears to be abnormal, use best efforts to determine whether the abnormalities are due to mechanical problems, operational problems, or instrumentation problems, and to diagnose the most likely cause(s) of the observed abnormalities; and
  - Deliver Savvy's interpretation and probable diagnosis to Client electronically by means of the website and/or email.
3. **Limitations of Services:** Savvy's obligation hereunder shall be limited to performing the specified types and quantities of Services covered by the Fee as described on the SavvyAnalysis.com website. The Services shall not be construed as a recommendation to perform any specific repair or maintenance (as that term is defined in applicable regulations), a determination of an engine's airworthiness, or a definitive diagnosis of engine condition. Client understands and acknowledges that such recommendations, determinations and definitive diagnoses can be made only by a qualified aviation maintenance technician after examining the physical engine and its maintenance records, and cannot be made based solely upon a review of the Engine Data such as that undertaken by Savvy in performance of the Services. Client further understands and acknowledges that Engine Data furnished by Client may contain inaccuracies, and in such cases Savvy is not responsible for erroneous interpretations or probable diagnoses.

In respect to the SavvyAnalysis Pro Packs service, Savvy agrees to provide the Services to Client for the Aircraft from the date upon which Savvy has received electronic notification of Client's intention to be bound by the terms of this Agreement ("Start Date") to the earlier of (a) two years after

the Start Date, and (b) the date on which Savvy has performed all of the data analysis services included in Client's SavvAnalysis ProPacks subscription.

## **Service: SavvyBreakdown (Aircraft Breakdown Assistance Services)**

1. **Services Provided:** The Services to be provided pursuant to this Agreement are aircraft breakdown assistance services.

- a. Breakdown Assistance:

When a Covered Event (defined below) occurs in relation to Covered Aircraft and Operations (defined below) during and upon request by Client, Savvy shall provide the following Services for a period not to exceed 30 days following the Covered Event:

- i. Work with Client to diagnose what is wrong with the Aircraft;
- ii. Assist Client in making a determination whether or not the Aircraft is safe to fly and whether or not Client is comfortable flying it, or whether repairs and/or further diagnostics are necessary prior to further flight;
- iii. In the event repairs and/or further diagnostics are deemed to be necessary prior to further flight:
  1. Research the suitability of nearby maintenance resources (e.g., service facilities, maintenance technicians);
  2. Assist Client in selecting a suitable service facility or maintenance technician to perform any necessary troubleshooting and/or repair of the Aircraft;
  3. Recommend to Client the appropriate repairs, further diagnostics, or other maintenance work to be performed upon the Aircraft, and obtain Client's approval of such work;
  4. Obtain cost estimates from the service facility or maintenance technician for the work to be performed on the Aircraft, and obtain Client's approval of such estimates;
  5. Provide direction to and oversight of the service facility or maintenance technician with respect to the work being performed on the Aircraft;
  6. At completion of the work, review the maintenance record entries and invoice, and advise Client whether the maintenance records appear to be appropriate and whether the invoice appears to be fair and reasonable for the work performed.

- iv. Under no circumstances will Savvy or any of its employees or agents:
  - 1. Perform inspection, repair, or any other maintenance to the Aircraft;
  - 2. Make maintenance decisions concerning the Aircraft on behalf of Client;
  - 3. Assume financial responsibility for any inspection, repair or maintenance to the Aircraft;

b. Procedure and Protocol:

- i. When a Covered Event occurs to Aircraft, Client will contact Savvy to request assistance by placing a telephone call to the specially designated toll-free number of Savvy's call center that is staffed 24/7;
- ii. A customer service specialist at the call center will obtain the Aircraft's tail number and location (to verify that it is covered), the nature of the event (to verify that it is covered), Client's name, contact information and time constraints, and any other relevant information that could assist Savvy in providing needed assistance to Client;
- iii. The call center specialist will create a new trouble ticket in Savvy's online maintenance tracking system ("Ticket"), and will assign a member of Savvy's technical team ("Manager") to work with Client to resolve the Covered Event;
- iv. The Manager will contact Client via telephone, text message or email to work with Client to evaluate and troubleshoot the problem with Client's Aircraft, and assist Client in determining whether the Aircraft is safe to fly or whether repairs or other maintenance are necessary prior to further flight;
- v. If necessary, the Manager will research available maintenance resources at the airport where the aircraft is situated or nearby, assist Client in selecting a suitable service facility or maintenance technician, direct and oversee any repairs or other maintenance to Aircraft deemed necessary as a result of the Covered Event, and provide other appropriate services as provided herein until the Aircraft is safe to fly;
- vi. Manager will maintain on the Ticket a complete and contemporaneous written record of all communications with Client and service facility or maintenance technician, including advice and

recommendations by Manager, decisions by Client, directions to the service facility or maintenance technician, and other communications related to the Covered Event;

- vii. Client is expected to use text or email for all communications with Manager under all but the most time-critical circumstances. Should Client insist on communicating with Manager via telephone on matters deemed by Savvy not to be time-critical, Savvy reserves the right to charge Client \$3.00 per minute for such telephonic communications;
  - viii. Client is responsible for payment for all work performed on Aircraft by service facilities and maintenance technicians, including but not limited to labor, parts, outside work, and applicable taxes and fees. Manager will request a copy of any invoice for such work, and will review the invoice and advise Client whether the amounts invoiced appear to be fair and reasonable;
  - ix. When any necessary repairs have been completed, any invoices and maintenance record entries have been reviewed, and Aircraft has been determined to be safe to fly, Manager will close Ticket and cease performing Services in connection with the Covered Event. However, Savvy will preserve the closed Ticket as long as this Agreement remains in effect (including renewals), and in the event of any follow-up issues the Ticket can be re-opened;
  - x. In the event that work on the aircraft has still not been completed 30 days after the Covered Event, Savvy's obligations hereunder with respect to the Covered Event shall terminate.
  - xi. Client is responsible for ensuring maintenance record entries are made for any repairs or other maintenance performed on the Aircraft hereunder, and for keeping such entries as required by 14 CFR.
- c. **Covered Event:** Services provided by Savvy to Client hereunder include management of the diagnosis and repair of mechanical breakdown events that occur when the Aircraft is away from home base ("Covered Events"). However, Services shall *not* be provided hereunder for:
- i. Inspections, oil changes, and other routine, scheduled, preventive maintenance, and other maintenance events not related to mechanical breakdown of the Aircraft;
  - ii. Events occurring when the aircraft is within 50 statute miles of the Aircraft's home base(s). For purposes of this provision, any airport at which the Aircraft is parked, hangared or stored for at least 25% of the term of this Agreement shall be deemed to be the Aircraft's home

base;

iii. Events resulting in damage to the Aircraft that is a covered risk under the Client's aircraft hull insurance policy.

d. **Covered Aircraft and Operations:** Aircraft eligible to receive Services hereunder are limited to the following aircraft types operated as set forth below. All other aircraft are explicitly ineligible.

i. **Covered Aircraft:** Piston-powered or single-engine turbine-powered airplanes weighing less than 12,500 pounds maximum gross takeoff weight that have standard United States airworthiness certificates, and that in Savvy's judgement are well-supported by the manufacturer.

Other aircraft -- including experimental, antique, rare, unique and/or poorly-supported ones -- shall be covered on a "best efforts" basis. For such aircraft, Savvy's ability and obligation to provide services under this Agreement may be limited by the lack of adequate service documentation and/or the difficulty of finding maintenance facilities competent and willing to work on the aircraft. Given these limitations, Savvy will use its best efforts to support such aircraft.

ii. **Covered Operations:** Owner-flown operations conducted under 14 CFR Part 91. (Aircraft operated for compensation or hire and flight school, rental, charter, and operations under 14 CFR Parts 121 or 135 are not covered.)

## **APPENDIX B to Master Service Agreement**

### **Savvy Aviation, Inc. Online Privacy Policy and Terms of Service**

Savvy Aviation, Inc. (“Savvy”), a Wyoming corporation, is providing services (the “Online Services”) to individuals or entities (“Users”) when they access and use this website or when Savvy stores their information online. By using the Online Services, you are agreeing to these terms. Please read them carefully.

#### **How does Savvy collect information?**

Savvy collects information from Users by mail, email, fax, recordable media or when the User submits a website form or uploads information to Savvy's website. The information may be stored online.

#### **What information does Savvy collect and store online?**

Personally identifiable information Savvy collects can include credit card information, contact information (such as name, mailing address, email address and telephone numbers), insurance information, aircraft information, aircraft logbook data, engine monitor data, oil analysis data, communications with Savvy on the website ticket system and other information necessary to service the User. Savvy reserves the right to retain the User's information even if the User ceases using the Online Services. Users can review certain personally identifiable information on Savvy's website, and can request that Savvy modify certain personally identifiable information by contacting Savvy through email at [privacy@savvyaviation.com](mailto:privacy@savvyaviation.com).

Savvy does not collect information from anyone under 13 years of age. Savvy's website and services are directed at persons older than 13 years of age.

#### **How does Savvy use the information it collects?**

Except as stated elsewhere in this Privacy Policy, personally identifiable User information is only used for the purpose of providing or improving Savvy's services to its clients or other Users. Savvy will not sell, trade, or otherwise transfer to outside parties the User's personally identifiable information. This does not include trusted third parties who assist us in operating Savvy's website, conducting Savvy's business, or servicing you, so long as those parties agree to keep this information confidential. Certain information provided by Users is shared with the aircraft service centers that do examinations, inspections and/or maintenance of the User's aircraft. Information provided by service centers might be shared with Savvy's clients. Nevertheless, Savvy may disclose any User information to third parties if Savvy believes the disclosure to (i) be necessary to comply with any law, regulation, subpoena, or court order, or (ii) help prevent fraud or to enforce or protect the rights and properties of Savvy.

Savvy may, from time to time, share User information with third parties, provided that the information is not personally identifiable. The User grants Savvy a worldwide license to use, host, store, reproduce, modify, create derivative works, communicate, publish, and distribute such information. The license continues even if the User stops using Savvy's services.

## **How we protect the information we collect from you**

Savvy takes seriously the trust you place in us. To protect your privacy and security, Savvy takes reasonable steps to verify your identity, such as requiring a password and user ID, before granting access to your data. For additional security, you may change your password at any time. To prevent unauthorized access or disclosure, to maintain data accuracy, and to ensure the appropriate use of the information, Savvy utilizes reasonable physical, technical and administrative procedures to safeguard the information Savvy collects.

Credit card information (including account numbers and CVV security codes) are transmitted directly to Savvy's credit card service provider over a secure, encrypted link and never stored on Savvy's server or archived by Savvy. Credit card information is never shared, sold or communicated to any company other than Savvy's credit card service provider. Savvy is not liable for disclosure of personal information due to circumstances beyond its control such as Acts of God, criminal activity such as sophisticated intrusion exploits, or if Savvy believes the disclosure to (i) be necessary to comply with any law, regulation, subpoena, or court order, or (ii) help prevent fraud or to enforce or protect the rights and properties of Savvy.

## **Interpretation of Data by Savvy**

From time to time Savvy might offer summaries, interpretations and recommendations based on the data provided to Savvy by Users. The summaries, interpretations and recommendations shall not be construed as a recommendation to perform any specific repair or maintenance (as that term is defined in applicable regulations), a determination of an engine's or aircraft's airworthiness, or a definitive diagnosis of an engine's or aircraft's condition. User understands and acknowledges that such recommendations, determinations and definitive diagnoses can be made only by a qualified aviation maintenance technician after examining the physical engine or aircraft and its maintenance records, and cannot be made based solely upon a review of the data provided by Users to Savvy.

## **Online Terms of Service**

You must follow any policies made available to you within the Online Services.

Don't misuse the Online Services. For example, don't interfere with the Online Services or try to access them using a method other than the interface and the instructions that we provide. You may use the Online Services only as permitted by law. We may suspend or stop providing the Online Services to you if you do not comply with Savvy's terms or policies or if we are investigating suspected misconduct.

By using the Online Services, you agree that Savvy can use such information in accordance with our privacy policies.

We provide the Online Services using a commercially reasonable level of skill and care and we hope that you will enjoy using them. But there are certain things that we don't promise about the Online Services.

OTHER THAN AS EXPRESSLY SET OUT IN THESE TERMS, NEITHER SAVVY NOR ITS SUPPLIERS MAKE ANY SPECIFIC PROMISES ABOUT THE ONLINE SERVICES. FOR EXAMPLE, WE DON'T MAKE ANY COMMITMENTS ABOUT THE SPECIFIC FUNCTION OF THE ONLINE SERVICES, THEIR RELIABILITY, ACCURACY OF UNDERLYING ALGORITHMS, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS. WE PROVIDE THE ONLINE SERVICES "AS IS".

SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES.

WHEN PERMITTED BY LAW, SAVVY AND SAVVY'S SUPPLIERS WILL NOT BE RESPONSIBLE FOR LOST PROFITS, REVENUES, INFORMATION OR DATA, FINANCIAL LOSSES OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES.

TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF SAVVY AND ITS SUPPLIERS, FOR ANY CLAIM UNDER THESE TERMS, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT YOU PAID US TO USE THE ONLINE SERVICES (OR, IF WE CHOOSE, TO SUPPLYING YOU THE ONLINE SERVICES AGAIN).

IN ALL CASES, SAVVY AND ITS SUPPLIERS, WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.

If you are using the Online Services on behalf of a business, that business accepts these terms. It will hold harmless and indemnify Savvy and its affiliates, officers, agents, and employees from any claim, suit or action arising from or related to the use of the Online Services or violation of these terms, including any liability or expense arising from claims, losses, damages, suits, judgments, litigation costs and attorneys' fees.

Any dispute arising out of the Online Services which cannot be informally resolved between Savvy and User shall be submitted to the federal or state courts within the State of Wyoming, Sheridan County, and decided based on the law of the State of Wyoming, excluding its choice of law doctrine.

### **Revisions to the Online Privacy Policy and Terms of Service**

We may modify these terms or any additional terms that apply to the Online Services to, for example, reflect changes to the law, changes to the Online Services, or for other reasons. You should look at the terms regularly. We'll post notice of modifications to these terms on this page. If you do not agree to the modified terms, you should discontinue your use of the Online Services.