

EVALUATION AGREEMENT AND AUTHORIZATION

This EVALUATION AGREEMENT AND AUTHORIZATION (the "Agreement") is made between Universal Weather and Aviation, Inc., 8787 Tallyho, Houston, Texas 77061, U.S.A. ("Universal"), and you (hereinafter referred to as "User") for User's evaluation of the Internet-based flight planning and weather services from Universal referred to as UVflightplanner.com.

A. Term: User is authorized to access and evaluate the services offered on UVflightplanner.com (the "Services") for a period of thirty (30) days from entering into this Agreement. If User wishes to continue using the Services following the term of this Agreement, User must enter into Universal's standard services agreement. The terms and conditions of this Agreement will be deemed agreed and effective when User has clicked the "I ACCEPT" button contained in the Internet-based process set forth by Universal to initiate your evaluation of UVflightplanner.com.

B. Use Of User's ID Number(s) And Password(s): User shall be assigned one or more personal ID number(s) and Password(s), which User shall not at any time assign, disclose to, or permit to be used by, any other party. User agrees to immediately notify Universal upon discovery of any unauthorized disclosure and/or use of the Password(s). Universal reserves the right, in its sole discretion, to require changes in the User ID number(s) and/or Password(s) at any time. Changes required by Universal shall be without charge.

C. Flight Plan Limitations and Re-distribution: User confirms and agrees that (i) it understands UVflightplanner.com flight plans do NOT take into account obstacles, terrain, required permits, controlled airspace and special use airspace and (ii) the pilot of the aircraft must verify the accuracy and correctness of the information received and the suggested flight route against current aviation charts to ensure that it can be flown safely. User shall use the Services utilizing UVflightplanner.com from Universal only in connection with its own aircraft operations. User shall not provide copies of any of the flight planning and/or weather information furnished to it by Universal to any third party with or without consideration and shall not procure flight plans and/or weather information for the benefit of another party.

D. Disclaimers, Limitations of Liabilities, Release and Indemnity: User acknowledges that the weather information services provided herein contain information from third parties, including the United States National Weather Services for whose acts and omissions Universal cannot and does not assume responsibility. User acknowledges that the flight planning services provided hereunder are based on the use of standard aircraft manufacturer's performance data supplied by third parties, for whose acts and omissions Universal cannot and does not assume responsibility. In the absence of specific data, User grants to Universal and its suppliers the right to make necessary revisions to User supplied information. Security against interception or misuse of information transmitted over the Internet cannot be assured. User hereby assumes such security risk and acknowledges that Universal is not responsible for the interception or use by third parties of any confidential information so transmitted. User further acknowledges that all services provided hereunder are advisory only in nature. **IT IS USER'S SOLE RESPONSIBILITY TO REVIEW AND VERIFY THE ACCURACY AND CORRECTNESS OF ALL FLIGHT PLANNING, AND OTHER SERVICES SUPPLIED TO IT PRIOR TO FILING OR USE. NEITHER UNIVERSAL NOR ITS SUPPLIERS SHALL ASSUME ANY RESPONSIBILITY FOR SUCH ACCURACY AND COMPLETENESS. UNIVERSAL EXPRESSLY DISCLAIMS ANY WARRANTY EXPRESSED OR IMPLIED, WITH RESPECT TO THE UNDERLYING SUBSTANTIVE CONTENT OF THE INFORMATION MADE AVAILABLE TO USER, OR WITH RESPECT TO ANY FLIGHT PLANNING SERVICES OR OTHER INFORMATION SUPPLIED TO USER, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL UNIVERSAL OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT OR EXEMPLARY DAMAGES ARISING OUT OF THE PROVISION OR THE ATTEMPT TO PROVIDE SERVICES HEREUNDER IN EXCESS OF \$20.00 USD.** User covenants not to sue Universal and hereby releases Universal from and, except to the extent recited above, hereby indemnifies and holds Universal harmless from and against any and all claims for death, personal injury, and property damage, other claims, demands, liabilities, losses, damages, attorneys' fees, investigation and court costs, and other costs and expenses of any nature whatsoever (collectively called "Loss") (including without limitation, any Loss arising from the negligence of Universal or its suppliers) which may arise from or out of the furnishing, use or performance of services provided hereunder.

E. Insurance: At all times during the term of this Agreement, User shall maintain, in force, policies of insurance providing insurance coverage with respect to User's flight operations, including, without limitation, aircraft hull and liability insurance covering bodily injury to passengers and other persons and other property damage. User agrees that Universal shall be entitled to the benefit of such insurance to satisfy User's indemnification obligations to Universal and User hereby waives subrogation rights hereunder.

F. General Provisions: This Agreement contains the entire understanding of the parties concerning the Services described herein. This Agreement shall be governed and interpreted in accordance with the Laws of the State of Texas (except the laws of conflicts), and jurisdiction and venue of any action in connection herewith shall be proper in the state or federal courts situated in Houston, Harris County, Texas, USA. All rights of Universal hereunder are separate and cumulative, and no one of them, whether exercised or not exercised, shall be deemed to be an exclusion of any of the other rights, and same shall not limit or prejudice any other legal or equitable right that Universal or its affiliates may have. No waiver by either party of any default shall be deemed a waiver of any subsequent default. The invalidity or unenforceability of any provision herein will not affect the enforceability of the remaining provisions. Any invalid provision shall be reformed to be valid and enforceable so as to achieve as nearly as possible the purposes and intentions of the parties. To the extent necessary, Universal, its affiliates, and suppliers are third party beneficiaries of all rights of Universal and all duties owed by User to Universal under the Articles titled: Disclaimers, Limitations of Liability, Release and Indemnity; Insurance.

User warrants that it is either the owner or authorized agent of the owner(s) of any aircraft to which this Evaluation Agreement and Authorization relates, and further warrants that it is authorized to accept and does accept these conditions in such capacity. USER ACKNOWLEDGES HAVING READ THIS ENTIRE EVALUATION AGREEMENT AND AUTHORIZATION AND AGREES TO THESE TERMS AND CONDITIONS, INCLUDING WITHOUT LIMITATIONS ALL OF THE TERMS AND CONDITIONS RELATING TO DISCLAIMERS, LIMITATION OF LIABILITY, RELEASE AND INDEMNITY, AND JURISDICTION CONTAINED HEREIN.

-End of Agreement-