

## ENGINE DATA ANALYSIS SERVICE AGREEMENT

THIS AGREEMENT is between Savvy Aviation Inc. (“Savvy”), a Wyoming corporation, and an individual or entity (“Client”) that owns a general aviation aircraft (“Aircraft”) for which Client desires analysis services (the “Services,” further defined below) pertaining to certain client-specified aircraft engine condition data (the “Engine Data”) to be performed by Savvy in consideration of an annual fee (“Stated Fee”) paid by Client to Savvy.

1. **Term:** Savvy agrees to provide the Services to Client for the Aircraft for a period of time (“Stated Term”) 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”).
2. **Services:** Upon Client’s delivery of the Engine Data to Savvy and request for analysis of that data in the form and manner described in the User Guide available on the SavvyAnalysis.com website, Savvy will perform the Services consisting of the following:
  - 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 Stated 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.

4. **Annual Fee:** In consideration of the Services provided hereunder, Client will pay Savvy the agreed-to annual Stated Fee. This fee shall be deemed to have been fully earned by Savvy on the Start Date.
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 at any time for cause, including but not limited to any violation of Savvy's current Online Privacy Policy and Terms of Service published on the SavvyAnalysis.com website.
6. **Expiration and Renewal:** At least 60 days prior to expiration of the Stated Term, Savvy shall send Client a notice with a link directing Client to a web page where Client can provide notice to Savvy of Client's intention to either renew or terminate this Agreement at the conclusion of the Stated Term. Absent Client giving notice of an intention to terminate, this Agreement shall automatically be renewed 48 hours prior to the conclusion of the Stated Term for an additional period of time, and the terms, conditions and fees hereunder shall be automatically amended to the then-current revision of the Service Agreement, Stated Term and Stated Fee as they appear on the SavvyAnalysis.com website on the renewal date. In the event this Agreement is permitted to terminate at the conclusion of the Stated Term and Client within six months thereafter enters into a new Engine Data Analysis Service Agreement with Savvy pertaining to the same Aircraft, such shall be deemed to be a renewal of this Agreement retroactively commencing at the conclusion of the Stated Term.
7. **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.
8. **No Warranties:** CLIENT UNDERSTANDS THAT SAVVY WILL USE ITS BEST EFFORTS TO PROVIDE ACCURATE INTERPRETATIONS OF THE ENGINE DATA AND PROBABLE DIAGNOSES OF ENGINE ABNORMALITIES. HOWEVER, SAVVY MAKES NO GUARANTEES OR WARRANTIES OF ANY SORT, EXPRESS OR IMPLIED, AS TO THE ACTUAL QUALITY OF THE SERVICES, OR THE SAFETY OR AIRWORTHINESS OF ANY 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.

9. **Hold Harmless**: Client agrees, for Client's self and for Client's successors, heirs, assigns, insurers and attorneys, to hold Savvy harmless against any and all loss, 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 Client's ownership, use or operation of the Aircraft, except when arising from the willful misconduct or gross negligence of Savvy.
10. **Applicable Law**. The terms and conditions of this Agreement shall be interpreted under the laws of the United States and the State of Wyoming.
11. **Entire Agreement**. Other than as expressly provided herein to the contrary, 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.
12. **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.
13. **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.

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