

MEMBERSHIP AGREEMENT

CoGoJets, LLC (“CoGoJets”), its Website (the “Site”), and the services offered by CoGoJets (the “Services”) are accessible to anyone with Internet access. Access to and use of the Services and the Site are subject to the terms and conditions of this Website Membership Agreement (this “Agreement”) and all applicable laws and regulations including laws and regulations governing copyright and trademark. Please review the terms of this Agreement carefully. After you review the terms and conditions of this Agreement, please digitally sign this Agreement as provided for on the signature page of this Agreement. By signing this Agreement, you accept, without limitation or qualification, all of the terms and conditions of this Agreement.

WITNESSETH:

WHEREAS, CoGoJets provides a communication forum (the “Website”) for its members to discuss their charter needs, but CoGoJets is not involved in these discussions;

WHEREAS, when CoGoJets members come to an agreement on a specific charter flight, CoGoJets acts as a broker for its members to obtain qualified charter operators to service the Members’ needs;

WHEREAS, the Members desire to obtain access to the Website, and to make use of CoGoJets agency services;

NOW, THEREFORE, in consideration of the promises, mutual covenants and agreements herein contained, it is hereby agreed as follows:

ARTICLE I TERM OF AGREEMENT

1.1 This Agreement is valid and will be in effect for the twelve month period beginning on the date of execution of this Agreement (the “Initial Term”), unless sooner terminated as provided herein. If the Members pay CoGoJets the Annual Payment (defined below) on or before the anniversary date of the execution of this Agreement, then this Agreement shall be extended for an additional twelve month period (a “Subsequent Term”). This Agreement may be extended for any number of Subsequent Terms, provided that the Members pay the Annual Payment applicable to each Subsequent Term as provided herein. The Initial Term and all Subsequent Terms together shall be known as the “Term.” CoGoJets reserves the right to terminate this Agreement at any time upon thirty (30) days notice to Member.

ARTICLE II WEBSITE ACCESS

2.1 Annual Payment. Upon execution of this Agreement the Members shall pay to CoGoJets the “Annual Payment” listed in Exhibit A, attached hereto and incorporated herein. The Members are jointly and severally liable for payment of the Annual Payment. Upon execution of this Agreement at least one of the Members shall provide CoGoJets or its third party payment processor with the credit card information and execute the credit card certification (this card being known as the “Credit Card”) pursuant to the instructions provided by CoGoJets. Members agree that the Credit Card information they have on file with CoGoJets’ third party payment processor must be current at all times during the Term of this Agreement. Upon execution of this Agreement CoGoJets or its third party payment processor will charge the Credit Card for the Annual Payment. Each year on the anniversary date of the execution of this Agreement, CoGoJets or its third party payment processor will charge the Credit Card for the Annual

Payment, unless the Agreement has been terminated as provided herein. In the event that CoGoJets terminates this Agreement for reasons other than a Member Event of Default, CoGoJets shall refund to Members, as Members' sole and exclusive remedy, a pro-rata portion of the Annual Fee paid by Members based on the number of remaining complete calendar months in the current twelve-month period of the Term. For the purposes of calculating the refund referenced in the immediately preceding sentence, neither the remainder of the calendar month in which the Agreement is terminated, nor any partial calendar month at the end of the current twelve-month period of the Term, shall be included in the phrase "remaining complete calendar months."

2.2 Website Access. Upon execution of this Agreement by all parties and CoGoJets' receipt of Members' Annual Payment, CoGoJets shall provide each Member with access to the Website and the types of negotiations applicable to the Annual Payment selected by Members. Each Member acknowledges and agrees that such Member's username will be the username listed in Exhibit A. Each Member acknowledges and agrees that it has read and fully understands the "Website Terms of Use Agreement" contained in Exhibit B, attached hereto and incorporated herein, which may be amended from time to time. Each Member agrees to abide by the Website Terms of Use Agreement at all times during the Term. Each Member's access to the Website may only be used to negotiate flights on which such Member will be a passenger.

ARTICLE III CHARTER BROKER SERVICES

3.1 Booking a Negotiated Flight. Once a Member and one or more other members agree upon a flight by accepting an "Invitation" through the Website (such members being known as the "Sharing Member(s)"), the agreed upon flight described in the Invitation will become a "Booked Flight." Once a negotiated flight becomes a Booked Flight it will be automatically removed from the list of available and open negotiations on the Website, and sent to CoGoJets. CoGoJets will then act as an air charter broker and agent of the Sharing Members to locate and arrange for a charter operator holding a 14 C.F.R. Part 135 air carrier certificate (an "Operator") to operate the Booked Flight. The Sharing Members must accept the Invitation and create the Booked Flight(s) at least twenty-four (24) hours prior to the agreed upon departure time of the Booked Flight. CoGoJets will provide each Sharing Member with an "Itinerary" which will include the departure and arrival information for each flight segment of the Booked Flight (the departure time listed in the Itinerary being known as the "Departure Time"), an aircraft description, the name of the Operator, that Sharing Member's allocated cost for the Booked Flight, and other details pertaining to the Booked Flight.

3.2 Calculation of Flight Costs. Each Sharing Member's cost for a Booked Flight will be the Member's Pro Rata Portion (defined below) of the Base Price (defined below) and applicable taxes, plus any Additional Flight Costs (defined below) allocable to such Sharing Member ("Member's Flight Cost"). Each Sharing Member's "Pro Rata Portion" shall mean the percentage equal to the number of seats purchased by such Sharing Member divided by the total number of seats booked for the flight. The "Base Price" will be automatically included in the Invitation, and will cover the basic hourly cost for the Booked Flight, fuel surcharges, and basic catering provided by the Operator. Each Member acknowledges that all flight segments of a Booked Flight will be deemed to be at least one (1) hour long, and that there will be a two (2) hour per day minimum for all Booked Flights. For purposes of further clarification, if Member X books three (3) seats on Booked Flight A, and Member Y books two (2) seats on Booked Flight A, Member X is responsible for his Pro Rata Portion, or 60%, of the Base Price and applicable taxes, plus any Additional Flight Costs allocable to Member X, and Member Y is responsible for his Pro Rata Portion, or 40%, of the Base Price and applicable taxes, plus any Additional Flight Costs allocable to Member Y. If Member Z books three (3) seats on Booked Flight B, and the remaining two

(2) seats on Booked Flight B remain unbooked, then Member Z's Pro Rata Portion is 100%, and Member Z is responsible for 100% of the Base Price and applicable taxes, plus any Additional Flight Costs allocable to Member Z.

3.3 Additional Flight Costs. Each Sharing Member will also be billed for their Pro Rata Portion of the following costs: additional catering beyond Operator's standard catering, deicing, transient hangar fees for deicing, cabin servers or flight attendants, landing fees, crew overnight fees, unplanned handling fees, after-hours fees, customs fees, and other specific line item charges applicable to the Booked Flight (the "Pro Rata Additional Costs"). Each Sharing Member shall also be responsible for the following member specific costs: charges for damage to the aircraft caused by such Sharing Member or such Sharing Member's guests, flight phone use by such Sharing Member or Sharing Member's guests, charges relating to services performed specifically for such Sharing Member or Sharing Member's guests, and ground transportation for Sharing Member or Sharing Member's guests (the "Member Specific Costs"). The Pro Rata Additional Costs together with the Member Specific Costs shall be known as the "Additional Flight Costs." Additional Flight Costs may not be known until after the flight has concluded.

3.4 Taxes. Each Member hereby acknowledges and agrees that such Member is responsible to pay all Federal Excise Tax ("FET"), sales tax, and other like taxes applicable to Member's Flight Cost, and the portion of the Booked Flight allocated to such Member under this Agreement. In the event that the Internal Revenue Service ("IRS") should determine that the FET is also due on the Annual Payment, Members shall pay CoGoJets the FET on the Annual Payment. In the event that the IRS determines that the FET should have previously been collected on the Annual Payment, or other amounts paid by either Member to CoGoJets under the Agreement, then each Member acknowledges and agrees that it shall be required to pay CoGoJets these back taxes so that CoGoJets may remit them to the IRS.

3.5 Passenger Information. Due to federally mandated security requirements all passengers must be listed on the flight manifest prior to boarding and departure of the aircraft. Each Sharing Member shall provide the names of all such Sharing Member's passengers on each Booked Flight hereunder to CoGoJets at least twenty-four (24) hours prior to the departure time listed in the Itinerary (the "Departure Time"). Prior to Departure Time on the day of the Booked Flight, all of such Sharing Member's passengers age eighteen (18) and older, must provide the Operator two forms of identification, including at least one government issued form of identification, and at least one form of photo identification. State issued driver's licenses or non-driver identification cards with photographs, U.S. passports, birth certificates, and military identification cards, are acceptable forms of identification assuming that together the two forms used meet the requirements listed above. Each passenger under the age of eighteen (18) (a "Minor") must also provide identification and other documentation acceptable to the Operator. Each Member acknowledges and agrees that each Operator may have different or additional passenger identification requirements. CoGoJets will include in the Itinerary any Operator specific passenger identification requirements, and each Member agrees to comply with such requirements. Each Member further acknowledges and agrees that any Operator has the right to deny boarding to any individual whose name was not provided to CoGoJets in accordance with this section, and/or who does not provide the Operator or CoGoJets, as applicable, with the required identification and other documentation listed in this section or in the Itinerary.

3.6 Member Delays/Cancellation. For each flight segment of a Booked Flight, all passengers must arrive at the fixed base operator (the "FBO") specified by CoGoJets in the Itinerary at least fifteen (15) minutes prior to the applicable Departure Time ("Passenger Arrival Time"). Each Member acknowledges and agrees that each segment of a Booked Flight will depart at the applicable Departure Time, except as otherwise provided below. In the event that: (i) any passenger is delayed and will not arrive at the FBO

by the Passenger Arrival Time, (ii) the Sharing Member responsible for such passenger provides CoGoJets with notice of such delay at least sixty (60) minutes prior to the Departure Time, and (iii) the delayed passenger is anticipated to arrive at the FBO no more than fifteen (15) minutes after the applicable Departure Time, then the applicable Departure Time will be delayed by fifteen (15) minutes to accommodate such delayed passenger (the "Delayed Departure Time"). In the event that any passenger is delayed and will not arrive at the FBO by the Passenger Arrival Time, but fails to notify CoGoJets as required above and/or fails to arrive at the FBO prior to the Delayed Departure Time, then the Aircraft shall be permitted to depart at the Departure Time, or Delayed Departure Time, as applicable, without such passenger on board. If any Sharing Member cancels a Booked Flight, or any Sharing Member passenger fails to arrive and the Aircraft departs without such passenger as outlined above, such Sharing Member shall still be responsible for 100% of Member's Flight Cost as outlined in the Invitation.

3.7 Aircraft Seating. The seating arrangement for a Booked Flight will be based upon first-come, first-served priority in the order of Sharing Member arrival at the FBO.

3.8 CoGoJets/Operator Delays/Cancellations. CoGoJets assumes no liability for any losses, damages or inconveniences either Member, or any Member passengers, will incur should CoGoJets or Operator cancel a flight for reasons beyond its reasonable control, including but not limited to mechanical malfunctions, weather, crew duty limitations, government regulations, laws, rules, war, civil commotion, labor strikes or disputes or acts of God ("Force Majeure"). CoGoJets will notify each Sharing Member as soon as reasonably possible of any delay in the Departure Time due to Force Majeure. In the event that the Operator cancels a Booked Flight, CoGoJets will use commercially reasonable efforts to locate an alternate Operator to perform the Booked Flight.

3.9 Use on Peak Days. Notwithstanding anything to the contrary herein, the following additional terms and conditions shall apply to Booked Flights to be performed on those days listed in Exhibit A as "Peak Day(s)." The Sharing Members must accept the Invitation and create the Booked Flight(s) to be taken on Peak Day(s) at least seventy-two (72) hours prior to the agreed upon departure time of the Booked Flight. For all Booked Flights on Peak Days passengers must arrive by the Passenger Arrival Time, and no Delayed Departure Times will be set by CoGoJets. Passengers who fail to arrive by the Passenger Arrival Time for a Booked Flight on a Peak Day will be denied boarding.

3.10 Invoices/Payment. Upon acceptance of an Invitation and creation of a Booked Flight, CoGoJets or its third party payment processor acting on behalf of CoGoJets will charge the Credit Card, or other credit card identified during the negotiation process on the Website for such Booked Flight (a "Secondary Credit Card"), for the Member's Flight Cost as listed in the Itinerary. If CoGoJets' charge is denied for any reason then the Booked Flight covered by such charge shall be cancelled, and the Members shall be deemed to be in breach of this Agreement. Each Member authorizes CoGoJets or its third party payment processor acting on behalf of CoGoJets to charge the Credit Card, or Secondary Credit Card if identified for the specific Booked Flight, for any remaining Additional Flight Costs referenced in the invoice. In the event that any additional charges for a Booked Flight become known after CoGoJets sends the electronic invoice to the applicable Member, each Member hereby authorizes CoGoJets or its third party payment processor acting on behalf of CoGoJets to charge such additional amounts on the Credit Card, or Secondary Credit Card if identified for the specific Booked Flight, upon providing the applicable Member with a supplemental invoice for such Booked Flight detailing the additional amounts. In the event that any CoGoJets charge on the Credit Card, or any Secondary Credit Card, is denied for any reason, the Members shall wire transfer all amounts owed to CoGoJets within seventy-two (72) hours of receipt of notice of the denial, and such denial shall be deemed to be a breach of this Agreement. Any late payments shall be assessed interest at the rate of 19.99% per annum during the period from the due date to the date on which CoGoJets receives payment. The Members agree that

they are jointly and severally responsible for the Member's Flight Costs, Additional Flight Costs, and any interest relating thereto.

3.11 Regulatory Compliance/Behavior. Each Member agrees that he/she and all passengers traveling with such Member will comply with all applicable laws and regulations with respect to the Booked Flight, and with all instructions from flight crew members. Each Member further agrees that he/she and all passengers traveling with such Member will refrain from engaging in behaviors which would be detrimental to any other passenger's traveling experience, including but not limited to soliciting or advertising products or services while on board the aircraft, using seats or space in the Aircraft allotted to another member, and/or failing to control pets and/or children. Each Member agrees to indemnify and hold CoGoJets harmless for any and all claims relating to such Member's or such Member's passengers breach of this Section 3.11.

ARTICLE IV DEFAULT

4.1 Member Events of Default. Any of the following items shall be considered to be a "Member Default" or "Member Event of Default":

- (i) a denial of charges on the Credit Card, or any Secondary Credit Card, and/or other failure to make payments for Booked Flights or the Annual Payment when due;
- (ii) violation by either Member or either Member's passengers of Section 3.11 and/or Section 6.3 of the Agreement;
- (iii) violation by either Member of the Website Terms of Use Agreement;
- (iv) violation by either Member of any other term, representation or warranty set forth in this Agreement and/or in the Website Terms of Use Agreement at any time during the Term of this Agreement, together with a failure to cure within the time specified in Section 4.2;
- (v) either Member makes a general assignment for the benefit of creditors, or be decreed insolvent or bankrupt under any bankruptcy, insolvency or other similar law, or commence a voluntary proceeding seeking liquidation, reorganization or other such relief under any such law or seeking the appointment of a receiver or liquidator over any substantial portion of their respective assets; or
- (vi) either Member assigns, or attempts to assign, this Agreement or any right or interest created hereunder without the prior written consent of CoGoJets.

4.2 Curing a Member Event of Default. CoGoJets must notify both Members of a Member Event of Default and allow the Members ten (10) days to cure the Member Default, except in the event of a Member Default under Section 4.1(ii) and/or 4.1(iii) in which case no cure period shall be given. If the Members have diligently taken action to cure the Member Default within ten (10) days but cannot reasonably cure the Member Default within that time, the Members will have an additional ten (10) days to cure the Member Event of Default. If the Member Default has not been cured in the allotted time or it is a Member Default under Section 4.1(ii) and/or 4.1(iii), CoGoJets may elect to terminate the Agreement and seek any and all rights and remedies available at law or in equity.

ARTICLE V INDEMNIFICATION/LIMITATION OF LIABILITY

5.1 Indemnification. Each party (the "Indemnitor") hereby indemnifies and agrees to hold harmless the other party, its parent, subsidiaries and affiliates and their officers, directors, agents, servants and employees (the "Indemnitee(s)") from and against any and all liabilities, claims, demands, suits, judgments, damages, losses, costs and expenses (including reasonable legal expenses and attorneys' fees)

for or on account of or in any way connected with the Indemnitor's breach of this Agreement; unless such loss or damage arises from the negligence or willful misconduct of the Indemnitee.

5.2 Limitation of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES. EACH MEMBER HEREBY ACKNOWLEDGES AND AGREES THAT COGOJETS IS ACTING SOLELY AS THE PROVIDER OF THE WEBSITE AND AS AN AIR CHARTER BROKER AND AGENT FOR SUCH MEMBER FOR THE LIMITED PURPOSE OF LOCATING AND ARRANGING FOR SUCH MEMBER'S AIR TRANSPORTATION WITH A CERTIFICATED OPERATOR. THEREFORE, COGOJETS SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY INJURY, DAMAGE, LOSS OR EXPENSE SUFFERED BY SUCH MEMBER, OR SUCH MEMBER'S PASSENGERS, RELATING TO THE OPERATION, MAINTENANCE OR USE OF ANY AIRCRAFT CHARTERED BY SUCH MEMBER UNDER THIS AGREEMENT, OR TO THE ACTIONS OR INACTIONS OF ANY CERTIFICATED OPERATOR.

ARTICLE VI MISCELLANEOUS

6.1 Notices. All notices under, or in connection with, this Agreement, unless otherwise stated herein, shall be given in writing at the addresses or contact numbers listed below. Any such notice is deemed effectively to be given, if by letter, by registered mail, return receipt requested, by an overnight courier who provides a receipt upon deposit with such courier, or by confirmed facsimile or electronic mail transmission, upon the sender's receipt of confirmation that the message has been delivered to the number or address listed below.

6.2 Entire Agreement. This Agreement, the Exhibits and each Itinerary for an individual Booked Flights together contain the entire understanding between CoGoJets and the Members regarding access to the Website and booking flights negotiated on the Website. This Agreement may be amended but only on a written addendum executed by the Members and CoGoJets or their respective assignees. Notwithstanding the foregoing each Member acknowledges that the Website Terms of Use Agreement and certain provisions relating to Booked Flights may be modified as described in this Agreement.

6.3 Confidential Information. The parties agree (on behalf of themselves and each of their respective affiliates, directors, officers, employees and representatives) to keep confidential, the terms of this Agreement and any nonpublic information supplied to it by another party pursuant to this Agreement, provided that nothing herein shall limit the disclosure of any such information (i) to the extent required by statute, rule, regulation or judicial process, (ii) to counsel for any party, (iii) to examiners, auditors or accountants of any party, (iv) in connection with any litigation to which any party is a party relating to this Agreement; (v) which has been publicly disclosed, provided such disclosure is not in violation of the confidentiality obligations herein, or (vi) to any valid assignee (or valid prospective assignee) so long as such valid assignee (or valid prospective assignee) has agreed in writing to be bound by the provisions of this paragraph.

6.4 Survival of Confidentiality. The provisions of Section 6.3 shall survive the termination of this Agreement for any reason whatsoever. Upon such termination, the parties shall return any confidential information, which may have been transmitted, from another party, as well as any copy or other reproduction, including, without limitation, electronic data reproductions or representations.

6.5 Assignment. This Agreement may not be assigned by either party except with the written consent of the other party.

6.6 Applicable Law. The parties hereby acknowledge, consent and agree (i) that the provisions of this Agreement and the rights and relationships of all parties mentioned herein will be governed by the laws of the State of Nebraska and interpreted and construed in accordance with such laws and (ii) that the United States District Court for the District of Nebraska and any court of competent jurisdiction of the State of Nebraska will have exclusive jurisdiction in any proceeding instituted to enforce this Agreement, and any objections to venue are hereby waived.

6.7 Waiver of Jury Trial. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTELLIGENTLY WAIVE THEIR RIGHTS TO A JURY TRIAL IN ANY ACTION, SUIT OR PROCEEDING RELATING TO, ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY OTHER DOCUMENT, AGREEMENT OR INSTRUMENT EXECUTED AND/OR DELIVERED IN CONNECTION WITH THE FOREGOING.

6.8 Invalidity. Any provision of this Agreement, which is prohibited or unenforceable, will be ineffective only to the extent of such prohibition or unenforceability, without invalidating the remaining provisions of the Agreement.

6.9 Headings. The headings of the sections and paragraphs contained in this Agreement are inserted for convenience only and do not constitute a material part of the Agreement.

6.10 Counterparts. This Agreement may be executed in one or more counterparts each of, which shall be deemed an original, all of which together shall constitute one and the same agreement. Signatures conveyed via facsimile or by electronic mail attachment shall have the same force and effect as original signatures.

6.11 No Waiver. No delay or omission in the exercise or enforcement or any right or remedy hereunder by either party shall be construed as a waiver of such right or remedy. All remedies, rights, undertakings, obligations, and agreements herein shall be cumulative and not mutually exclusive, and in addition to all other rights and remedies which either party possesses at law or in equity. All rights of the parties hereunder are separate and cumulative, except as otherwise set forth herein.

6.12 Further Assurances. Each party shall execute and deliver to the other such further documents and take such further action as may be necessary to effectuate the intent and purpose of this Agreement.

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IN WITNESS hereof, the parties hereto by their authorized agents have executed this Agreement.

- MEMBER
- MEMBER

By:
By:
Printed Name:
Name:

Title
Date:
Date:

EXHIBIT B
WEBSITE TERMS OF USE AGREEMENT

1. ACCEPTANCE OF TERMS.

Your use of the CoGoJets, LLC Website (the “Site”), services and/or products (collectively, the “Services”) is subject to this Terms of Use Agreement (the “TOU Agreement”). BY ACCESSING, BROWSING AND/OR USING THE SERVICES (referred to as “Use” or “Using” the Services), YOU ARE DEEMED TO ACCEPT THIS TOU AGREEMENT AND YOU AGREE TO BE BOUND BY THIS TOU AGREEMENT WITH RESPECT TO USING THE SERVICES. IF YOU DO NOT WISH TO BE BOUND BY THIS TOU AGREEMENT, DO NOT USE THE SERVICES.

2. REVISIONS TO THE TOU AGREEMENT.

CoGoJets, LLC (“CoGoJets”) may revise this TOU Agreement in its sole discretion. Each time changes are made to this TOU Agreement, a revised TOU Agreement will be posted on the CoGoJets home page. If you continue to Use the Services following the posting of a revised TOU Agreement, it will constitute your acceptance of any such changes and of the revised TOU Agreement. The most current version of the TOU Agreement will always be made available by us here: [PROVIDE LINK]. Please check this page from time to time to view the most current TOU Agreement.

3. COGOJETS INTELLECTUAL PROPERTY RIGHTS.

The Services and all photographs, information, data, text, software, music, sound, graphics, video, messages, tags or other materials (the “Content”) are intended for your personal or internal business use. Unless otherwise noted, all Content provided by the Services is the property of CoGoJets or our licensors, and protected by United States and international copyright laws. All software used on and provided by the Services is the property of CoGoJets or our licensors and protected by United States and international copyright laws. Subject to the terms of this TOU Agreement, CoGoJets hereby grants you a limited, non-exclusive, non-sublicensable, non-assignable license to Use Services for your personal or internal business use only. You may not attempt to discover any source code, modify, publish, adapt, transmit, participate in the transfer or sale, exhibit, distribute, display, reverse engineer, decompile, disassemble, perform, reproduce, create derivative works from, or in any way exploit any of the Services, in whole or in part. Downloading or copying Services and/or Content for other than personal or internal business use is expressly prohibited without the prior written permission of us or any other copyright owner. You acknowledge that you do not acquire any ownership rights by downloading or copying any of the Services and/or Content, nor may you frame or utilize framing techniques to enclose any trademark, logo, or copyrighted material from the Services or use any meta tags or any other hidden text utilizing our names or trademarks, without our express written consent. All rights not expressly granted herein are reserved.

4. COGOJETS PRIVACY POLICY.

Our Privacy Policy governs the collection and use of certain information that will be obtained by us as you use the Services. Please review the Privacy Policy before you use the Services. Our Privacy Policy may be viewed here: [PROVIDE LINK].

5. AUTOMATED QUERIES ARE NOT ALLOWED.

Automated queries may never be sent by you to our Services unless CoGoJets has provided you with express written permission. “Sending automated queries” includes, among other things:

(a) using any software which sends queries to our Site to determine how a Website or Webpage “ranks” for various queries;

- (b) “meta-searching”; and
- (c) performing “offline” searches on the Site.

6. SERVICES MATERIALS.

A. You agree to:

- only Use (or attempt to Use) the Services through interfaces provided by CoGoJets; and
- comply with the instructions in any robots.txt file present on the Services.

You agree to not use the Services to:

- engage in activity that is in violation of this TOU Agreement or is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another’s privacy, hateful, or racially, ethnically or otherwise objectionable;
- harm or threaten to harm users in any manner;
- harm or threaten to harm minors in any manner;
- stalk or harass any person or entity;
- impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity;
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Services;
- infringe any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- engage in activity that may interrupt, destroy or limit the functionality of the Services or of any computer software or hardware or telecommunications equipment;
- disrupt the normal flow of dialogue or act in a manner that negatively affects other users’ ability to engage in real time exchanges;
- interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
- intentionally or unintentionally violate any applicable local, state, national or international law and any regulations having the force of law;
- use the Services to advertise or perform any commercial solicitation;
- provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act; and/or
- collect or store personal data about other users in connection with the prohibited conduct and activities set forth in the above paragraphs.

B. You acknowledge, consent and agree that CoGoJets may access, preserve and disclose your account information (if such information exists) if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce this TOU Agreement; (c) respond to claims that any of your acts violate the rights of third parties; (d) respond to your requests for customer service; or (e) protect the rights, property or personal safety of CoGoJets, its users and the public.

7. INTERSTATE DATA TRANSMISSIONS

You understand that the technical processing and transmission of the Services, including your Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

You understand that the Services and software embodied within the Services may include security components that permit digital materials to be protected, and that use of these materials is subject to usage rules set by CoGoJets and/or content providers who provide content to the Services. You may not attempt to override or circumvent any of the usage rules embedded into the Services. Any unauthorized

reproduction, publication, further distribution or public exhibition of the materials provided on the Services, in whole or in part, is strictly prohibited.

By agreeing to this TOU Agreement, you acknowledge that use of the Services results in interstate data transmissions because of CoGoJets's network architecture, business practices and the manner in which electronic communications are processed.

8. INTERNATIONAL USE

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.

9. INDEMNITY

You agree to indemnify and hold CoGoJets and its affiliates, subsidiaries, officers, agents, employees, partners and licensors harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your Use or misuse of the Services, your connection to the Services, your violation of the TOU Agreement, or your violation of any rights of another.

10. NO RESALE OF SERVICES

You agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of the Services.

11. MODIFICATIONS TO SERVICE

CoGoJets may modify or discontinue, temporarily or permanently, the Services (or any part thereof) with or without notice. You agree that CoGoJets shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Services.

12. TERMINATION

You agree that CoGoJets may, under certain circumstances and without prior notice, immediately terminate your access to the Services. Cause for such termination shall include, but not be limited to, (a) breaches or violations of the TOU Agreement or other incorporated agreements or guidelines, (b) requests by law enforcement or other government agencies, (c) a request by you, (d) discontinuance or material modification to the Services (or any part thereof), (e) unexpected technical or security issues or problems, (f) extended periods of inactivity, (g) engagement by you in fraudulent or illegal activities, and/or (h) nonpayment of any fees owed by you in connection with the Services. Termination includes (a) removal of access to all offerings within the Services and (b) barring of further use of the Services. Further, you agree that all terminations for cause shall be made in CoGoJets's sole discretion and that CoGoJets shall not be liable to you or any third party for any termination or access to the Services.

13. ADVERTISERS

Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Services, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. You agree that CoGoJets shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Services.

14. LINKS

The Services may provide, or third parties may provide, links to other World Wide Web sites or resources. Because CoGoJets has no control over such sites and resources, you acknowledge and agree that CoGoJets is not responsible for the availability of such external sites or resources, and does not

endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources. You further acknowledge and agree that CoGoJets shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

15. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

YOUR USE OF THE SERVICES AND CONTENT IS AT YOUR SOLE RISK. THE SERVICES AND THE CONTENT IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COGOJETS AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. COGOJETS AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO WARRANTY THAT (i) THE SERVICES, CONTENT, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU FROM THE SERVICES OR ON THE SITE WILL MEET YOUR REQUIREMENTS, WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE, OR WILL BE ACCURATE OR RELIABLE; (ii) THE QUALITY OF SERVICES, CONTENT, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU FROM THE SERVICES WILL MEET YOUR EXPECTATIONS; AND (iii) ANY ERRORS IN THE SERVICES (INCLUDING ANY SOFTWARE) WILL BE CORRECTED.

ANY MATERIAL UPLOADED, TRANSMITTED, OR DOWNLOADED FROM THE SERVICES, INCLUDING, BUT NOT LIMITED TO, CONTENT, FILES, OR SOFTWARE, OR MATERIAL OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS USED AND/OR ACCESSED AT YOUR OWN DISCRETION AND RISK; AND COGOJETS AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, AND LICENSORS EXPRESSLY DISCLAIM ANY AND ALL LIABILITY FOR DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES TO ANY COMPUTER SYSTEM OR LOSS OF DATA, THAT RESULTS FROM THE USE OF THE SERVICES OR UPLOAD, POSTING, TRANSMITTAL, OR DOWNLOAD OF CONTENT, FILES, OR SOFTWARE OR OTHER MATERIAL OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM COGOJETS OR THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOU AGREEMENT.

A SMALL PERCENTAGE OF USERS MAY EXPERIENCE EPILEPTIC SEIZURES WHEN EXPOSED TO CERTAIN LIGHT PATTERNS OR BACKGROUNDS ON A COMPUTER SCREEN OR WHILE USING THE SERVICES. CERTAIN CONDITIONS MAY INDUCE PREVIOUSLY UNDETECTED EPILEPTIC SYMPTOMS EVEN IN USERS WHO HAVE NO HISTORY OF PRIOR SEIZURES OR EPILEPSY. IF YOU, OR ANYONE IN YOUR FAMILY, HAVE AN EPILEPTIC CONDITION, CONSULT YOUR PHYSICIAN PRIOR TO USING THE SERVICES. IMMEDIATELY DISCONTINUE USE OF THE SERVICES AND CONSULT YOUR PHYSICIAN IF YOU EXPERIENCE ANY OF THE FOLLOWING SYMPTOMS WHILE USING THE SERVICES: DIZZINESS, ALTERED VISION, EYE OR MUSCLE TWITCHES, LOSS OF AWARENESS, DISORIENTATION, ANY INVOLUNTARY MOVEMENT, OR CONVULSIONS.

16. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT COGOJETS, ITS AFFILIATES, SUBSIDIARIES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL

OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF COGOJETS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICES; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICES; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICES; OR (v) ANY OTHER MATTER RELATING TO THE SERVICES.

17. EXCLUSIONS AND LIMITATIONS

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 17 AND 18 MAY NOT APPLY TO YOU.

18. NO THIRD-PARTY BENEFICIARIES

This TOU Agreement is not enforceable by or for the benefit of any third-party.

19. TRADEMARKS

Without CoGoJets's prior permission, you agree not to display or use in any manner the CoGoJets marks.

20. GENERAL INFORMATION

Entire Agreement. If you are not a Member (as such term is defined in CoGoJetsJet's Website Membership Agreement), this TOU Agreement constitutes the entire agreement between you and CoGoJets and governs your use of the Services, superseding any prior agreements between you and CoGoJets with respect to the Services. You also may be subject to additional terms and conditions (such as the terms and conditions of CoGoJetsJet's Website Membership Agreement) that may apply when you use or purchase certain other CoGoJets services, affiliate services, third-party content or third-party software.

Choice of Law and Forum. This TOU Agreement and the relationship between you and CoGoJets shall be governed by, construed and enforced in accordance with the laws of the State of Nebraska, excluding its conflict of law provisions. You and CoGoJets agree to submit to the personal and exclusive jurisdiction of the courts located within Douglas County, Omaha, Nebraska.

Waiver. The failure of CoGoJets to exercise or enforce any right or provision of this TOU Agreement or breach of this TOU Agreement by you shall not constitute a waiver of such right or provision.

Severability. If any provision of this TOU Agreement is unenforceable, such provision will be changed and interpreted to accomplish the objections of such provision to the greatest extent possible under applicable law and the remaining provisions of this TOU Agreement will continue in full force and effect.

Statute of Limitations. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Services or the TOU Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Section Titles. The section titles in the TOU Agreement are for convenience only and have no legal or contractual effect.

21. VIOLATIONS

Please report any violations of this TOU Agreement to the following:

CoGoJets, LLC

Legal Department

1214 E. Hartman Ave

Omaha, NE 68110

and/or

CustomerService@CoGoJets.com

EFFECTIVE DATE: December 2, 2008

IN WITNESS hereof, the parties hereto by their authorized agents have executed this Agreement.

COGOJETS, LLC – CoGoJets

Member

/Electronically Executed/

/Electronically Executed/