



LIMITED LICENSE AGREEMENT

THIS AGREEMENT made and entered into the [REDACTED] day of [REDACTED], 20[REDACTED], by and between Quantum Swiss, LLC, a Florida Limited Liability Company, (Quantum Swiss), and [REDACTED] (BUYER). This LIMITED LICENSE AGREEMENT (this “Agreement”), made and entered this [REDACTED] day of [REDACTED], 20[REDACTED], is between QUANTUM SWISS, LLC. (Quantum Swiss) and [REDACTED] (“Buyer”; and together with QUANTUM SWISS, the “Parties”).

WITNESSETH:

WHEREAS, QUANTUM SWISS and Buyer are Parties to that certain LIMITED LICENSE AGREEMENT (the “Agreement”), dated [REDACTED], 20[REDACTED], with respect to STC SA [REDACTED] SW; and

WHEREAS, the Parties desire to add certain provisions to the Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations set forth in the Agreement the Parties hereto agree as follows:

- 1 Capitalized terms used but not defined herein shall have their meanings as set forth in the Agreement.
- 2 Aviation Authority Requirement. Buyer covenants that it will at all times comply with the regulations of the relevant aviation authority that apply to the installation and maintenance of the equipment related to the QUANTUM SWISS STC. Buyer will (a) obtain from the relevant aviation authorities whatever approvals, licenses or certifications as may be required for the installation and maintenance of the QUANTUM SWISS STC and (b) notify QUANTUM SWISS in writing of such approvals, licenses or certifications or the lack of a requirement for same. Buyer’s failure to obtain the required aviation authority approvals shall constitute a material breach of this Agreement.
- 3 Taxes. Any tax or other government charge now or hereafter levied upon QUANTUM SWISS (except for taxes relating to QUANTUM SWISS’s income) with respect to the installation, use or maintenance of the QUANTUM SWISS STC as set forth under this Agreement shall be paid by Buyer, and Buyer shall indemnify, QUANTUM SWISS for such taxes.
- 4 DISCLAIMER OF WARRANTY. BUYER HEREBY WAIVES AND RELEASES QUANTUM SWISS FROM ANY AND ALL WARRANTIES, AGREEMENT, GUARANTEES, CONDITIONS, DUTIES, OBLIGATIONS, REMEDIES OR LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF



MERCHANTABILITY OR FITNESS FOR INTENDED USE, WITH RESPECT TO THE QUANTUM SWISS STC, AND BUYER AGREES THAT QUANTUM SWISS WILL NOT BE LIABLE FOR ANY DAMAGE OR LOSS (INCLUDING, BUT NOT LIMITED TO, CONSEQUENTIAL DAMAGES) SUFFERED BY BUYER DIRECTLY OR INDIRECTLY BECAUSE OF ANY DEFECT WITH THE QUANTUM SWISS STC. NO AGREEMENT OR UNDERSTANDING VARYING, ALTERING OR EXTENDING QUANTUM SWISS'S LIABILITY HEREUNDER WILL BE BINDING ON QUANTUM SWISS UNLESS IN WRITING SIGNED BY A DULY AUTHORIZED OFFICER OR REPRESENTATIVE OF QUANTUM SWISS.

- 5 Limitation of Liability. In no event will either Party be liable to the other for any reason for special, consequential, incidental or exemplary damages, including but not limited to lost revenues, lost profits, or lost prospective economic advantage resulting from a performance or failure to perform under this Agreement. No agreement or understanding varying, altering or extending the foregoing limitation of liability will be binding on either party unless in writing signed by a duly authorized officer or representative of such Party.
- 6 Counterparts / Facsimile Signatures. This Agreement may be executed in counterparts. Such counterpart documents, when taken together, shall constitute one and the same instrument. A facsimile signature on any counterpart shall be deemed an original for all purposes.
- 7 This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to rules or the conflicts of law.
- 8 This Agreement may be signed executed in counterparts. Such counterpart documents, when taken together, shall constitute one and the same instrument. A facsimile signature on any counterpart shall be deemed an original for all purposes.
- 9 LICENSE GRANT:
 - a. Quantum Swiss hereby grants to Buyer and Buyer hereby accepts from QUANTUM SWISS, subject to the terms of this Agreement, the non-exclusive, indivisible and non-transferable limited license (License) to use SA SW and supporting technical data (collectively the QUANTUM SWISS STC), to modify Aircraft N S/N in accordance with the STC instructions. The Buyer has the right to use the QUANTUM SWISS STC; this right will terminate upon completion of above installation.
 - b. No other further or different license, grant, sublicense, right of any nature is hereby granted or implied.
 - c. Buyer will not assign or otherwise transfer the License or any data or information in the QUANTUM SWISS STC, and any such attempted assignment or transfer shall be void.



10 QUANTUM SWISS STC:

- a. QUANTUM SWISS will furnish Buyer one (1) copy each of the QUANTUM SWISS STC. All information contained in the QUANTUM SWISS STC is proprietary to QUANTUM SWISS, confidential and for Buyer's own use and not for disclosure to any person. Buyer will not make any copies of the QUANTUM SWISS STC nor will Buyer make any other use of the QUANTUM SWISS STC, including but not limited to use in the development of any other Installation of the QUANTUM SWISS STC on the applicable aircraft listed in this agreement.
- b. Buyer acknowledges that QUANTUM SWISS devised the QUANTUM SWISS STC over a long period of time and at great expense, and that disclosure or misappropriation of the QUANTUM SWISS STC may expose QUANTUM SWISS to loss and damage that is difficult or impossible to redress with money damages. Accordingly, QUANTUM SWISS will be entitled to injunctive relief for any breach or threatened breach by Buyer of the provisions hereof.
- c. Buyer agrees that it will return the QUANTUM SWISS STC data package to QUANTUM SWISS upon the earlier to occur of (i) cancellation of this Agreement, or (ii) completion of this STC.

11 PAYMENT:

- a. The purchase price for the License as set forth herein shall be Seven Hundred Fifty Dollars (\$750.00). Buyer will pay QUANTUM SWISS the purchase price upon execution of this Agreement and prior to installation of the QUANTUM SWISS STC.

12 BUYER ACKNOWLEDGMENT:

- a. All parts made or manufactured from the QUANTUM SWISS STC and not purchased, made or manufactured by QUANTUM SWISS shall be check-fitted to ensure that the particular manufacturing method used will produce acceptable parts for Installation of the QUANTUM SWISS STC on the aircraft listed in this agreement.
- b. QUANTUM SWISS shall not be responsible for any damages, costs or expenses of any kind or nature resulting from (i) the interpretation of the QUANTUM SWISS STC by Buyer, its agents, servants, employees or contractors, or (ii) errors in installation of the QUANTUM SWISS STC in the Aircraft

13 INDEMNITY:

Buyer agrees to and does hereby defend, indemnify, and hold harmless QUANTUM SWISS, its directors, officers, agents and employees from and against any and all liabilities, demands, claims, suits, damages, causes of action, fines or judgments, including costs, attorney's and witnesses' fees and expenses incident hereto which may be suffered by, accrue against, be charged to or recoverable from QUANTUM SWISS by reason of any loss, damage, death or injury arising out of or in connection with (i) work



performed or goods furnished pursuant to this Agreement, and (ii) any breach by Buyer of the obligation to keep the QUANTUM SWISS STC confidential. In the event that any demand or claim is made or suit is commenced against QUANTUM SWISS, QUANTUM SWISS will give prompt written notice to Buyer and Buyer shall have the right to compromise such claim to the extent of its own interests and will undertake the defense of any such suit.

14 MISCELLANEOUS:

- a. This Agreement is the sole expression of the parties' understanding with respect to the subject matter hereof, and supersedes all prior statements or representations, with respect to such matters.
- b. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to rules or the conflict of laws.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations set forth in the Agreement and this Addendum, the Parties hereto agree as follows:

1. Capitalized terms used but not defined herein shall have their meanings as set forth in the Agreement.
2. The following provision shall be added to the Agreement immediately:
 - a. **AVIATION AUTHORITY REQUIREMENT.** Buyer covenants that it will at all times comply with the regulations of the relevant aviation authority that apply to the installation and maintenance of the equipment related to the Quantum Swiss STC. Buyer will:
 - i. Obtain from the relevant aviation authorities whatever approvals, licenses or certifications as may be required for the installation and maintenance of the Quantum Swiss STC and
 - ii. Notify Quantum Swiss in writing of such approvals, licenses or certifications or the lack of a requirement for same. Buyer's failure to obtain the required aviation authority approvals shall constitute a material breach of the Agreement.
 - b. **TAXES.** Any tax or other government charge now or hereafter levied up Quantum Swiss (except for taxes relating to Quantum Swiss's income) with respect to the installation, use or maintenance of the Quantum Swiss STC as set forth under this Agreement shall be paid by Buyer, and Buyer shall indemnify Quantum Swiss for such taxes.
 - c. **DISCLAIMER OF WARRANTY.** BUYER HEREBY WAIVES AND RELEASES QUANTUM SWISS FROM ANY AND ALL WARRANTIES, AGREEMENTS, GUARANTEES, CONDITIONS, DUTIES, OBLIGATIONS, REMEDIES OR LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR INSTENDED USE, WITH RESPECT TO THE QUANTUM SWISS STC, AND BUYER



AGREES THAT AERO UGPRADE WILL NOT BE LIABLE FOR ANY DAMAGE OR LOSS (INCLUDING, BUT NOT LIMITED TO, CONQESUENTIAL DAMAGES) SUFFERED BY BUYERS DIRECTLY OR INDIRECTLY BECAUSE OF ANY DEFECT WITH THE AEROUUPGRADE STC. NO AGREEMENT OR UNDERSTANDING VARYING, ALTERING OR EXTENDING QUANTUM SWISS'S LIABILITY HEREUNDER WILL BE BINDING ON QUANTUM SWISS UNLESS IN WRITING SIGNED BY A DULY AUTHORIZED OFFICER OR REPRESENTATIVE OF QUANTUM SWISS. SIGNING THIS LICENSE AGREEMENT BINDS THE BUYERS TO THE TERMS AND CONDITIONS OF SALE LISTED ON THE QUANTUM SWISS, LLC WEBSITE.

- d. **LIMITATION OF LIABILITY.** In no event will either Party be liable to the other for any reason for special, consequential, incidental, or exemplary damages, including but not limited to lost revenues, lost profits, or lost prospective economic advantage resulting from a performance or failure to perform under this Agreement. No agreement or understanding carrying, altering or extending the foregoing limitation of liability will be binding on either party unless in writing signed by a duly authorized officer or representative of such Party.
- e. **COUNTERPARTS/FACSIMILE SIGNATURES.** This Agreement may be executed in counterparts. Such counterpart documents, when taken together, shall constitute one and the same instrument. A facsimile signature on any counterpart shall be deemed an original for all purposes.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on the day and year first written above.

QUANTUM SWISS, LLC

registered aircraft owner or authorized rep

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Aircraft: _____

Registration: _____

S/N: _____