

## SUBSCRIPTION AGREEMENT

This Subscription Agreement ("**Agreement**"), dated as of \_\_\_\_\_ ("**Effective Date**"), is entered into by and between:

**Cognitive Junction Inc doing business as AirLegit**, a company incorporated in the US State of New Jersey having its principal place of business at 1177 Avenue of Americas, Suite 500, New York, NY, 10036, USA ("**AIRLEGIT**")

and

\_\_\_\_\_ a company incorporated in \_\_\_\_\_  
with registered office address at \_\_\_\_\_  
\_\_\_\_\_ ("**TRAVEL RETAILER**").

(AIRLEGIT and TRAVEL RETAILER, shall be referred to together as the "**Parties**", and individually as, a "**Party**").

Background:

**WHEREAS**, AIRLEGIT is in the business of offering and selling the Products (as defined below);

**WHEREAS**, TRAVEL RETAILER is in the business of Travel and wishes to offer AIRLEGIT's products as cross sell items, marketing and selling the Products to their own customers, under either the AIRLEGIT brand or a white-labeled offering; and

**WHEREAS**, AIRLEGIT wishes to engage TRAVEL RETAILER as an independent marketing and sales representative to solicit orders for the Products, subject to the terms and conditions of this Agreement; and

**NOW, THEREFORE**, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### 1. **Definitions:**

1.1 Capitalized terms have the meanings set forth or referred to in this section, or in the section in which they first appear in this Agreement.

"**Action**" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons,

subpoena or investigation of any nature whether it be civil, criminal, administrative, regulatory or other, whether at law, in equity or otherwise.

**“Affiliate”** of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

**“Customer”** means a purchaser that has acquired the Product through the sales efforts of TRAVEL RETAILER under this Agreement.

**“Effective Date”** means the date first set forth above.

**“Governmental Authority”** means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of Law), or any arbitrator, court or tribunal of competent jurisdiction.

**“Governmental Order”** means any order, writ, judgment, injunction, decree, stipulation, award or determination entered by or with any Governmental Authority.

**“Law”** means any statute, law, ordinance, regulation, rule, code, constitution, treaty, common law, Governmental Order or other requirement or rule of law of any Governmental Authority.

**“Person”** means any individual, partnership, corporation, trust, limited liability entity, unincorporated organization, association, Governmental Authority or any other entity.

**“Personnel”** means agents, employees or subcontractors engaged or appointed by AIRLEGIT or TRAVEL RETAILER.

**“Product”** means either AIRLEGIT’s FlightWatcher; and/or Automated Check-In; and/or Customer Support Package; and/or Weather Alerts; and/or Flight Delay Assist; and/or FlightGuard48®, a Disruption Guarantee; and/or Travel Insurance Protection Plans as described below:

*FlightWatcher begins monitoring flight real-time 48 hours prior to departure, enables push notifications by email and/or SMS alerts. This also comes with a display of a dedicated phone number for priority support when a flight is on time, delayed or cancelled. Automated notifications include terminal information, gate information, gate or terminal change information.*

**Automated Check-In** Service provides Automated check-in and Boarding pass delivery on mobile through email, with seat preference (window, aisle, or middle), frequent flyer number, passport number, KTN number for TSA PreCheck.

**Customer Support Package** combines FlightWatcher and Automated Check-In products into one bundle.

**Weather Alerts** begins monitoring flight real-time 24 hours prior to departure, enables push notifications by email and/or SMS alerts. Automated notifications include weather at the departure and destination airports.

**Flight Delay Assist** service provides lounge pass delivery if the flight is delayed by more than 3 hours via email to the customer. If there are no lounges available customer instead is provided with a \$50 cash to spend on the day of travel delay.

**FlightGuard48®, a Disruption Guarantee.**

TRAVEL RETAILER is authorized to market FlightGuard48® Product to residents of any country travelling to any country except for the following countries and destinations: Belarus, Cuba, Crimea, Iran, North Korea, Russia, Syria, Sudan, Ukraine and Venezuela. FlightGuard48® is a service that provides extra protection to the air traveler in case of the flight cancellation by the air Carrier occurring within 48 hours before scheduled flight departure permitted on a one-time occurrence per Booking basis. Service includes a variety of monitoring and alert notifications, as well as rebooking assistance with certain fees paid to the travel agency or airline to complete alternative flight rebooking. Please refer to the terms and conditions on this link: <https://flightguard48.com/terms.html>

**Travel Insurance Protection Plans.**

TRAVEL RETAILER is authorized to market Travel Insurance Protection Plans as described below for residents of all 50 U.S. states/commonwealths, and the District of Columbia.

	<b>Maximum Limit Per Person</b>	<b>Maximum Limit Per Policy</b>
Trip Cancellation	100% of Trip Cost Insured	100% of Trip Cost Insured
Trip Interruption	150% of Trip Cost Insured	150% of Trip Cost Insured
Travel Delay	\$500 (\$100 per day/12 hours)	\$5,000
Baggage Coverage	\$750	\$7,500
Baggage Delay	\$200 (24 hours)	\$2,000
Medical and Dental***	\$50,000	\$100,000
Emergency Assistance and Transportation	\$25,000	\$50,000
Accidental Death & Dismemberment	\$50,000	\$100,000
Pre-Existing Conditions Waiver*:	Not Included	Not Included
Coverage for Financial Insolvency:	Not Included	Not Included
<b>Limits</b>		
Trip Cost Maximum (per person/per policy)	\$20,000 / \$50,000	\$20,000 / \$50,000
Trip Length Maximum*	60 days	60 days
*Some state variations will apply		
***\$50 deductible in CT, IN, KS, MO, MT, VT, WA		

*Travel Insurance Protection Plans are allowed to be marketed to a U.S. citizen or legal resident only under following conditions:*

- *Maximum of ten (10) travelers per Travel Insurance Protection Plan;*
  - *Maximum Trip Cost per person not to exceed \$20,000;*
  - *Maximum Trip cost per Travel Insurance Protection Plan not to exceed \$50,000;*
  - *Maximum Trip length not to exceed 60 days (some state variations may apply). Of note that any trip over 45 days will incur an addition per day charge indicated below;*
  - *Pre-existing conditions are excluded from the coverage by the Travel Insurance Protection Plan;*
  - *Travel Insurance Protection Plans can be purchased up to 18 months prior to the trip departure date;*
  - *Travel Insurance Protection Plans can be purchased by a legal guardian to protect those US residents under 18 years of age.*
  - *Travel Insurance Protection Plans may not be offered to the Trips with destinations in following restricted travel destinations: Belarus, Cuba, Crimea, Iran, North Korea, Russia, Syria, Sudan, Ukraine and Venezuela;*
  - *Travel Insurance Protection Plans may be offered to the Trips with multiple international destinations as follows:*
    - a) *Select the country where the US resident will be spending the most time; OR*
    - b) *Select the first destination country outside the U.S.; OR*
    - c) *Select the first port of arrival of a cruise as the destination.*
- Note: If the US resident has a layover in the U.S. during an otherwise international trip, select the international destination as per above.*

#### **Travel Insurance Protection Plan Change Request Procedures**

*Travel Insurance Protection Plan change requests submitted prior to the Trip dates with require TRAVEL RETAILER to verify with AIRLEGIT that a claim has not already been submitted, and that a change request is not being made to cover a claim as well as verify that the reason for the change makes sense.*

*Travel Insurance Protection Plan change requests made during or after the Trip are not allowed. It is acceptable to change contact information for the Travel Insurance Protection Plan insured (e.g, name spelling, address, telephone number, email) at any time.*

#### **Travel Insurance Protection Plan Cancellation and Refund Procedures**

*During free look period following cancellation and refund procedures will apply:*

- *A Travel Insurance Protection Plan may be cancelled within 10 days, or amount of days listed in the policy, of purchase unless the insured has already left on their trip, or there is a claim on file; and*
- *No cancellation requests will be granted if a claim has been made on the policy, or if the insured has left on their trip, within the free look period.*
- *Insureds must be refunded any monies paid for cancelled policies, unless applicable law provides otherwise.*

*After the free look period following cancellation and refund procedures will apply:*

- *A cancellation request should not be granted after expiration of the free look period; and*
- *A cancellation request may be granted after expiration of the free look period if the insured or a travel agent mistakenly purchased a policy. This exception will only apply so long as there is no claim file that corresponds to the policy in question, and the insured did not leave on their trip, and AIRLEGIT agreed to grant this exception.*

**“Representatives”** means a Party’s Affiliates, employees, officers, directors, partners, shareholders, agents, attorneys, third-party advisors, successors and permitted assigns.

**“Trademarks”** means all rights in and to US and foreign trademarks, service marks, trade dress, trade names, brand names, logos, trade dress, corporate names and domain names and other similar designations of source, sponsorship, association or origin, together with the goodwill symbolized by any of the foregoing, in each case whether registered or unregistered and including all registrations and applications for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection in any part of the world.

**“Trade Secrets”** means all inventions, discoveries, trade secrets, business and technical information and know-how, databases, data collections, patent disclosures and other confidential and proprietary information and all rights therein.

## 2. **Appointment of TRAVEL RETAILER**

### 2.1 **Non-Exclusive Appointment.**

(a) Subject to the terms and conditions of this Agreement, AIRLEGIT hereby retains and appoints TRAVEL RETAILER as a non-exclusive, independent sales and marketing agent to secure sales of the Product to Customers.

### 2.2 **Status as Independent Contractor.**

(a) TRAVEL RETAILER is acting hereunder as an independent contractor and has no express or implied right or authority to assume or create any agreement or obligation, or make any representation, guarantee or warranty, on AIRLEGIT’s behalf with respect to the Product or otherwise.

(b) Nothing in this Agreement creates any agency, joint venture, partnership or other form of joint enterprise, employment or fiduciary relationship between the Parties or an employee/employer relationship.

(c) The operations of the TRAVEL RETAILER are subject to the sole control of TRAVEL RETAILER. All Personnel of TRAVEL RETAILER are employees or Representatives of TRAVEL RETAILER and not of AIRLEGIT.

(d) TRAVEL RETAILER shall be solely responsible for any and all costs or expenses that it may incur in the performance of its obligations under this Agreement. TRAVEL RETAILER shall also be responsible for payment of all taxes related to conducting its businesses.

3. **Term & Termination**

(a) The term of the appointment of TRAVEL RETAILER hereunder (the “**Service Term**”) shall commence on the Effective Date and shall continue for a term of 1 year.

(b) This Agreement shall be automatically renewed, unless terminated pursuant to Section 3(c); 3(d); and 3(e).

(c) Either Party may terminate this Agreement at any time for any reason upon thirty (30) days prior written notice to the other Party.

(d) In the event of any Party breaching the Agreement; the non-defaulting Party shall serve the defaulting Party a notice to remedy such default. Failing to remedy such breach within ten (10) days of receiving the notice, the non-defaulting Party may terminate the Agreement upon serving a thirty (30) days prior termination notice.

(e) Each Party shall have the right to terminate the Agreement with immediate effect, should the other Party: (i) makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they mature, or ceases operating in the normal course of business; (ii) has a receiver or trustee appointed by a court over the Party or any substantial part of the Party’s assets; (iii) becomes insolvent or is unable to pay its debts as they become due; (iv) authorizes, applies for or consents to the appointment of a liquidator of all or a substantial part of its assets or has proceedings seeking such an appointment commenced against it which are not terminated within sixty (60) days of such commencement; (v) files a voluntary petition or an involuntary proceeding has been commenced for bankruptcy or insolvency.

4. **Marketing Fees and Payments.** It is expected by the Parties that Product sales by TRAVEL RETAILER shall take place through direct sales to Customers.

4.1 **Marketing Fees:**

FlightWatcher Consumer Retail Rates Per Passenger Per Booking			
	FlightWatcher Retail Rate	TRAVEL RETAILER Marketing Fees	AIRLEGIT Retained Amount
Retail Rate	US\$3.00	40%	60%

AND

Automated Check-In Consumer Retail Rates Per Passenger Per Flight			
	Automated Check-In Retail Rate	TRAVEL RETAILER Marketing Fees	AIRLEGIT Retained Amount
Retail Rate	US\$7.95	40%	60%

AND

Customer Support Package Consumer Retail Rates Per Passenger Per Flight			
	Customer Support Package Retail Rate	TRAVEL RETAILER Marketing Fees	AIRLEGIT Retained Amount
Retail Rate	US\$12.95	40%	60%

AND

Weather Alerts Consumer Retail Rates Per Passenger Per Booking			
	Weather Alerts Retail Rate	TRAVEL RETAILER Marketing Fees	AIRLEGIT Retained Amount
Retail Rate	US\$2.00	40%	60%

AND

Flight Delay Assist Consumer Retail Rates Per Passenger Per Flight			
	Flight Delay Assist Retail Rate	TRAVEL RETAILER Marketing Fees	AIRLEGIT Retained Amount
Retail Rate	US\$13.95	40%	60%

AND

FlightGuard48® Consumer Rates Per Passenger Per Flight			
	FlightGuard48® Retail Rate	TRAVEL RETAILER Marketing Fees	AIRLEGIT Retained Amount
Retail Rate	US\$19.95	40%	60%

AND

Travel Insurance Protection Plan Consumer Rates* for US Residents only			
	Travel Insurance Protection Plan Retail Rates	TRAVEL RETAILER Marketing Fees	AIRLEGIT Retained Amount
Retail Rate* per \$100 of Trip Cost** for first 45 days	\$8.60*	40%	60%
Surcharge Retail Rate for each day over 45 till 60	\$6.50	40%	60%

\*Minimum Consumer Rate per each single Travel Insurance Protection Plan shall be \$29 for either Domestic or International Trip.

\*\*In defining the Trip Cost per insured traveler, consider full amount of Trip being booked per individual traveler. If there are multiple travelers, no more than 10 per Travel Insurance Protection Plan, then a total trip cost for all travelers should be divided equally among all travelers to determine trip cancellation and trip interruption aggregate limits per traveler.

#### 4.2 Retail Rate Pricing Approval Requirement.

TRAVEL RETAILER shall receive written approval from AIRLEGIT to sell Products in non-USD denominated currencies. At the time of sale, the currency-converted selling price for each Product in non-USD denominated currency must be at or above the minimum applicable Retail Rate identified above.

#### 4.3 Payment Terms.

It is expressly agreed and understood that all Product Retail Rates collected are the property of AIRLEGIT.

Daily, all Product Retail Rates collected in respect of the Product sales shall be deposited into the designated AIRLEGIT's Account.

AIRLEGIT will provide monthly reporting on the number of Products sold by TRAVEL RETAILER in the previous month with the amount of Marketing Fees due to TRAVEL RETAILER for all Qualified Purchases of the Products, reconciling Marketing Fees according to the Change, Cancellation and Refund Policies.

TRAVEL RETAILER will issue invoices within 10 (ten) days from the receipt of the report from AIRLEGIT.

TRAVEL RETAILER's invoices for Marketing Fees due should be paid by AIRLEGIT within 15 days from the day of the receipt through a bank transfer.

### 5. General TRAVEL RETAILER Obligations.

#### 5.1 Marketing of the Products.

(a) TRAVEL RETAILER shall market, advertise, promote and solicit the sale of the Products to prospective and existing Customers consistent with its best business practice.

(b) TRAVEL RETAILER shall take into consideration all reasonable directions and instructions given to it by AIRLEGIT in relation to the marketing, advertisement and promotion of the Products.

(c) TRAVEL RETAILER agrees to maintain accurate and complete records relating to the promotion and sale of the Product.



(d) TRAVEL RETAILER shall promptly notify AIRLEGIT of any complaint or adverse claim about any Product or its use of which TRAVEL RETAILER becomes aware.

## 5.2 Support and Service.

(a) TRAVEL RETAILER will timely provide to AIRLEGIT all requested Customer information and itineraries necessary and required to verify and process AIRLEGIT's Product.

(b) AIRLEGIT shall handle all support and services related to the AIRLEGIT Product, with no obligation for any support or service from TRAVEL RETAILER.

## 6. AIRLEGIT Obligations.

### 6.1 Marketing of the Products.

(a) AIRLEGIT shall provide any information and support that may be requested by TRAVEL RETAILER regarding the marketing, advertising, promotion and sale of Products under this Agreement.

(b) AIRLEGIT shall approve or reject any promotional information or material submitted by TRAVEL RETAILER for AIRLEGIT's approval within five (5) business days of receipt of such promotional material.

(c) If AIRLEGIT's rejects any promotional information or material submitted by TRAVEL RETAILER, the rejection shall be justified and explained, and TRAVEL RETAILER shall be given five (5) business days to reflect AIRLEGIT's comments

(d) If AIRLEGIT doesn't approve or reject the promotional information or material submitted by TRAVEL RETAILER within five (5) business days of receipt, the submitted material shall be deemed accepted.

## 7. Trademarks, Trade Names.

7.1 AIRLEGIT grants to TRAVEL RETAILER a non-exclusive, revocable, right and license to use AIRLEGIT's trademark during the term of this Agreement, solely in connection with promoting sales of the Product. The license granted herein shall terminate commensurate with any termination or expiration of this Agreement.

7.2 TRAVEL RETAILER shall (i) solicit orders for the Product only under AIRLEGIT's trademarks or trade names and (ii) promptly notify AIRLEGIT of

any infringement of any of AIRLEGIT's trademarks or trade name. TRAVEL RETAILER acknowledges AIRLEGIT's exclusive ownership of any and all of AIRLEGIT's trademarks and trade names (whether registered or not) and agrees not to take any action inconsistent with AIRLEGIT's ownership thereof. TRAVEL RETAILER shall not make any new composite trademark incorporating AIRLEGIT's trademark or trade name, without AIRLEGIT's prior written approval.

7.3 TRAVEL RETAILER grants to AIRLEGIT a non-exclusive, revocable, right and license to use TRAVEL RETAILER ' trademarks during the term of this Agreement, solely in connection with promoting sales of the Product and to identify TRAVEL RETAILER as a partner on the AIRLEGIT website and other promotional material. The license granted herein shall terminate commensurate with any termination or expiration of this Agreement. AIRLEGIT acknowledges TRAVEL RETAILER 's exclusive ownership of any and all of TRAVEL RETAILER 's trademarks and trade names (whether registered or not) and agrees not to take any action inconsistent with TRAVEL RETAILER 's ownership thereof. AIRLEGIT agrees that any use of TRAVEL RETAILER 's trademark shall be made only with prior written consent of TRAVEL RETAILER . AIRLEGIT shall not make any new composite trademark incorporating TRAVEL RETAILER 's trademark or trade name, without TRAVEL RETAILER 's prior written approval.

8. Availability of Products. AIRLEGIT may, in its sole discretion, upon 30 days' advance written Notice thereof:

- (a) discontinue the sale of the Products;
- (b) change its inventory of Products; and
- (c) effect changes to any of the Products (except where continued availability is required by Law).

9. Confidentiality.

9.1 Scope of Confidential Information. From time to time during the Service Term, either Party (as the "**Disclosing Party**") may disclose or make available to the other Party (as the "**Receiving Party**") Confidential Information. "**Confidential Information**" means information relating to the Disclosing Party's business, including, without limitation, product designs, product plans, data, software and technology, financial information, marketing plans, business opportunities, proposed terms, pricing information, discounts, inventions and know-how disclosed by Disclosing Party to Receiving Party, either directly or indirectly, whether in writing, verbally or otherwise, and whether prior to, on or after the Effective Date, that either: (a) is designated as confidential by the Disclosing Party at the time of disclosure; or (b) would reasonably be understood, given the nature of the information or the circumstances surrounding its disclosure, to be

confidential. Confidential Information shall not include information that: (a) is already known to Receiving Party without restriction on use or disclosure prior to receipt of such information from Disclosing Party; (b) is or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, Receiving Party; (c) is developed by Receiving Party independently of, and without reference to, any Confidential Information of Disclosing Party; or (d) is received by the Receiving Party from a third party who is not under any obligation to Disclosing Party to maintain the confidentiality of such information.

9.2 Protection of Confidential Information. The Receiving Party shall, during the Term and for five (5) years thereafter:

(a) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care;

(b) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and

(c) not disclose any such Confidential Information to any Person, except to its personnel, directors, officers, employees, auditors, and consultants who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement.

9.3 The Receiving Party shall be responsible for any breach of this Section 9 [Confidentiality] caused by any of its representatives, personnel, employees, directors, officers and/or consultants. On the expiration or earlier termination of this Agreement, the Receiving Party and its representatives shall promptly return or destroy (and certify to that effect) all Confidential Information and copies thereof that it has received under this Agreement.

## 10. Representations and Warranties.

10.1 The Parties will not make any misrepresentation or fraudulent statements to any third party regarding the Product, the existence and scope of this Agreement, or any other matter.

10.2 The Parties each represent and warrant that: (i) it has all requisite corporate power and authority to execute, deliver, and perform the obligations under this Agreement; (ii) it has duly authorized the execution and delivery and performance of this Agreement; and (iii) its performance of its obligations under this Agreement will not violate any of its obligations to any third party.

11. Indemnification.

11.1 Indemnification. Subject to the terms and conditions set forth in Section 12 [Limitation of Liability], each Party (as “**Indemnifying Party**”) shall indemnify, hold harmless, and defend the other Party and its officers, directors, employees, agents, Affiliates, successors and permitted assigns (collectively, “**Indemnified Party**”) against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, fees and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers, incurred by Indemnified Party (collectively, “**Losses**”), relating to, arising out of or resulting from any third-party Claim alleging:

(a) breach or non-fulfillment of any representation, warranty or covenant under of this Agreement by Indemnifying Party or Indemnifying Party’s Personnel;

(b) any negligent or more culpable act or omission of Indemnifying Party or its Personnel (including any recklessness or willful misconduct) in connection with the performance of its obligations under this Agreement; or

(c) any bodily injury, death of any Person or damage to real or tangible personal property caused by the negligent acts or omissions of Indemnifying Party or its Personnel.

11.2 Exceptions and Limitations on General Indemnification. Notwithstanding anything to the contrary in this Agreement, Indemnifying Party is not obligated to indemnify, hold harmless or defend Indemnified Party against any Third Party Claim if such Third Party Claim or corresponding Losses arise out of or result from, in whole or in part, Indemnified Party’s or its Personnel’s:

(a) gross negligence or more culpable act or omission (including recklessness or willful misconduct); or

(b) bad faith failure to comply with any of its material obligations set forth in this Agreement.

11.3 Sole Remedy. THE SECTIONS ON INDEMNIFICATION AND LIMITATION OF LIABILITY SET FORTH THE ENTIRE OBLIGATION AND LIABILITY OF EACH INDEMNIFYING PARTY AND THE SOLE AND EXCLUSIVE REMEDY FOR EACH INDEMNIFIED PARTY FOR ANY DAMAGES.

12. Limitation of Liability.

12.1 NO LIABILITY FOR CONSEQUENTIAL OR INDIRECT DAMAGES. EXCEPT FOR LIABILITY FOR INDEMNIFICATION AND LIABILITY FOR BREACH OF CONFIDENTIALITY, IN NO EVENT SHALL EITHER PARTY

OR ITS REPRESENTATIVES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT THE OTHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

12.2 MAXIMUM LIABILITY FOR DIRECT DAMAGES. EXCEPT FOR LIABILITY FOR BREACH OF CONFIDENTIALITY, IN NO EVENT SHALL EACH PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED TWO (2) TIMES THE TOTAL OF THE MARKETING FEES RETAINED BY TRAVEL RETAILER PURSUANT TO THIS AGREEMENT IN THE ONE MONTH (1) MONTH PERIOD PRECEDING THE EVENT.

13. Miscellaneous.

(a) Entire Agreement. This Agreement constitutes the sole and entire agreement between the Parties relative to the subject matter hereof, and supersedes all proposals, written or oral, and other communications between the parties relating to the subject matter of this Agreement.

(b) Modification. No amendment to this Agreement is effective unless it is in writing, identified as an amendment to this Agreement and signed by an authorized Representative of each Party.

(c) No Assignment. This Agreement is personal to the Parties, and parties may not subcontract or assign its obligations or rights hereunder.

(d) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns; provided, however, that neither party shall assign any of its rights, duties or obligations hereunder, without the express prior written consent of the other Party. The invalidity, illegality or unenforceability of any provision of this Agreement shall in no way affect the validity, legality or enforceability of any other provision.

(e) Waiver.

- (i) The waiver by either Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.
- (ii) No waiver under this Agreement is effective unless it is in writing, identified as a waiver to this Agreement and signed by an authorized Representative of the Party waiving its right.
- (iii) Any waiver authorized on one occasion is effective only in that instance and only for the purpose stated, and does not operate as a waiver on any future occasion.
- (iv) None of the following constitutes a waiver or estoppel of any right, remedy, power, privilege or condition arising from this Agreement:
  - (A) any failure or delay in exercising any right, remedy, power or privilege or in enforcing any condition under this Agreement; or
  - (B) any act, omission or course of dealing between the Parties.

(f) Governing Law; Jurisdiction. This Agreement and all claims arising from the relationship of the Parties contemplated herein, whether or not arising directly under this Agreement, shall be governed by and construed in accordance with the laws of US state of New Jersey without giving effect to conflict of laws provisions.

(g) Choice of Forum. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation, arbitration or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement and all contemplated transactions, including contract, equity, tort, fraud and statutory claims, in any forum other than the New Jersey Court under its arbitration rules as they may be amended from time to time. The costs of the arbitrators shall be borne equally by the Parties. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the New Jersey Court and agrees to bring any such action, litigation or proceeding only in the New Jersey Court. Each Party agrees that a final judgment in any such action, litigation or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law.

(h) Remedies. The parties agree that money damages may not be an adequate remedy for any breach of this Agreement and that Parties may in its sole discretion apply to any court of law or equity of competent jurisdiction for

specific performance and/or injunctive relief (without posting a bond or other security) in order to enforce, or prevent any violation of, this Agreement.

(i) Cumulative Remedies. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties or otherwise.

(j) Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability does not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal or unenforceable, the court may modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(k) Notice. All notices, requests, consents and other communications hereunder to any party shall be deemed to be sufficient if contained in a written instrument and shall be deemed to have been delivered (a) in the case of personal delivery, on the date of such delivery, (b) in the case of nationally-recognized overnight courier, on the next business day and (c) in the case of mailing, on the third business day following such mailing if sent by certified mail, return receipt requested, addressed to such party at the address set forth above in this Agreement or to such other address as may hereafter be designated in writing by the addressee. The parties may also give supplemental notice by e-mail (with confirmation of transmission) but that alone will not satisfy the requirements of Notice.

(l) Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party, and (b) if the Party giving the Notice has complied with the requirements of this Section.

(m) Headings. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

(n) Return of Materials and Cessation of Trademark Usage. Upon termination of the Service Term, either Party shall promptly return to the other Party all sales materials, documents, brochures, advertising literature, and other similar materials or any confidential information which a Party may have furnished to the other in connection with its activities hereunder, and shall

immediately cease using any of the other Party's trademarks, trade names, and other proprietary information.

(o) Force Majeure. No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected Party's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) Law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any Governmental Authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; and (i) shortage of adequate power or transportation facilities (each a "**Force Majeure Event**").

(p) Counterparts. This Agreement may be executed in separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same agreement. Facsimile signatures shall have the same validity as original manual signatures.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the Effective Date.

COGNITIVE JUNCTION INC DOING  
BUSINESS AS (DBA) AIRLEGIT

\_\_\_\_\_  
(TRAVEL RETAILER)

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Sneharthi Roy  
President and CEO  
Date: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_