



P.O. Box 2626 - Airport Station  
Oakland, CA 94614  
510-569-9622

Corporate Address  
8735 Earhart Road  
Oakland, CA 94621

## MASTER CHARTER TERMS AND CONDITIONS OF CARRIAGE

### 1. APPLICATION

1.1. Application. These Master Charter Terms and Conditions of Carriage (“Master Terms and Conditions”) apply to all Charter Contracts entered into by and with KaiserAir, Inc., a California corporation having a principal place of business located at 8735 Earhart Road, Oakland, California (“KAI”). Each charter customer (“CHARTERER”), by executing a Charter Contract with KAI, and each passenger, by traveling on a flight operated by KAI, acknowledges and accepts that these Master Terms and Conditions govern the charter relationship and such travel, unless the Charter Contract, executed by both KAI and CHARTERER, specifically states that it supersedes these Master Terms and Conditions.

1.2. Relation to Other Documents. To the extent these Master Terms and Conditions may vary from those terms or representations made in documents provided by charter operators, charter brokers, travel agents, or other persons, these Master Terms and Conditions shall govern.

1.3. Definitions. Certain capitalized terms contained herein have the meanings set forth in Appendix A, below entitled “Definitions”.

### 2. CHARTER SERVICES

2.1. Charter of the Aircraft. KAI will provide the Aircraft for the transport of passengers and baggage to CHARTERER pursuant to these Master Terms and Conditions and the Charter Contract entered into by CHARTERER and KAI.

2.1.1. Aircraft Operations. KAI will operate the Aircraft in accordance with all applicable U.S. statutes, orders, and regulations, including but not limited to the Federal Aviation Regulations (“FARs”) issued by the U.S. Federal Aviation Administration (“FAA”), regulations of the U.S. Department of Transportation (“DOT”), and the rules of any country having jurisdiction over the Aircraft. In addition to the Aircraft, KAI will provide: (i) a full cockpit and cabin crew as appropriate; (ii) flight release and flight following; and (iii) hull and public liability insurance in accordance with Section 7 below.

2.1.2. Aircraft Services, Materials, and Equipment. KAI will provide the following, which are included in the Base Charge to the extent they relate to the Charter Schedule: (i) required fuel (subject to any Fuel Surcharge and Additional Fuel Charges), oil, and other required fluids; (ii) passenger baggage loading and off-loading; (iii) navigation and flight communication services; (iv) aircraft landing and parking fees; (v) Aircraft ground costs at all points; (vi) security for the Aircraft; and (vii) crew hotel accommodations, meals (except for en route legs), transportation, and *per diem* calculated at KAI's standard rates.

2.2. Additional Charter Services; Additional Charges. In addition to the Base Charge, CHARTERER shall pay to KAI the Additional Charges set forth in Section E of the Charter Contract.

### 3. PAYMENTS; PAYMENT INSTRUCTIONS

3.1. Advance Payments. CHARTERER shall, directly or through its agent, make the Advance Payments as specified in Section C of the Charter Contract as they become due.

3.2. Invoicing. KAI shall issue an invoice(s) to CHARTERER for outstanding balances due under the Charter Contract. CHARTERER shall pay the invoice, directly or through its agent, in full without set-off or deduction, within ten (10) calendar days of the date of the invoice.

3.3. Payment Instructions.

3.3.1. Check or Money Order

**Via Courier:**

KaiserAir, Inc.  
8735 Earhart Road  
Hangar 4  
Oakland, CA 94621  
ATTN: Accounting Manager  
Contract Number:  **#(required)**

**Via United States Postal Service:**

KaiserAir, Inc.  
P.O. Box 2626 – Airport Station  
Oakland, CA 94614  
ATTN: Accounting Manager  
Contract Number:  **#(required)**

3.3.2. Wire Transfers :Request Info

#### **4. DEFAULT BY CHARTERER**

4.1. Default by CHARTERER. In the event CHARTERER defaults on any of its obligations under these Master Terms and Conditions or the Charter Contract, KAI may, in its sole discretion, terminate its performance under the Charter Contract, in which case such termination: (i) shall be deemed a cancellation by CHARTERER of the balance of the Charter Services, including any Charter Flights remaining to be flown under the Charter Schedule at the time of such termination; and (ii) shall not abrogate KAI's right to compensation for canceled Charter Flights or to pursue any other remedies available to it at equity or at law. KAI's waiver of any prior default by CHARTERER shall not limit the rights of KAI to exercise its remedies hereunder.

#### **5. DOCUMENTATION**

5.1. Documentation. Prior to the departure of each Charter Flight, CHARTERER will present KAI with a copy of a flight manifest ("Manifest") in KAI's usual form setting forth the total number of passengers and the identity of each passenger as well as any other information required: (i) under the USA Patriot Act; (ii) by DOT; or (iii) by any other applicable government or regulatory agency (foreign or domestic). Furthermore, all documentation, permits, and authorizations required by the FAA, DOT, or any other government agency (foreign or domestic) necessary or appropriate to permit KAI to fly the Charter Flight, including all travel documents required of passengers, shall be completed and/or obtained by CHARTERER. Any seats not utilized by CHARTERER in accordance with such Manifest may be utilized by KAI.

#### **6. CONTROL OF THE AIRCRAFT**

6.1. Control of Aircraft. The Pilot in Command of the Aircraft is authorized to take all necessary and appropriate measures to ensure the safety of the Aircraft, its crew, and its passengers. If KAI or the Pilot in Command of the Aircraft determines, in their sole discretion, that there is any danger or threat to the Aircraft or crew from any cause (including without limitation, war, terrorist action, military engagement, weather, etc.), KAI or the Pilot in Command of the Aircraft may cancel all or any portion of any Charter Flight, and CHARTERER shall pay to KAI all amounts due KAI for the terminated Charter Flight to the point of termination to the extent provided in Section 11. In addition, the Pilot in Command shall have the right to make unscheduled stops during any Charter Flight if he or she determines the Aircraft requires additional fuel occasioned by any operational reason, such as adverse weather conditions, equipment failure, air traffic congestion, directions by air traffic controllers to divert the Aircraft or otherwise alter its flight plan or any other unforeseen operational reason. KAI, acting through its Director of Operations or the Pilot in Command of the Aircraft, shall maintain complete operational control of the Aircraft at all times.

6.2. CHARTERER, its agents and passengers acknowledge that in addition to the provisions of these Master Terms and Conditions and the Charter Agreement, the relationship between CHARTERER and KAI is governed by FAA, DOT, and TSA regulations as well as those of other foreign and domestic governmental agencies. KAI may, in its sole discretion and without liability or penalty, cancel or terminate any flight, or refuse to board any passenger, or load any baggage or cargo for such flight in the event CHARTERER or its passengers fail to comply with any relevant regulations.

6.3. Liaison Passenger. CHARTERER shall designate a passenger on each Charter Flight who is authorized to coordinate with KAI on behalf of CHARTERER and other passengers regarding matters relating to the Charter Flight ("Liaison Passenger"). CHARTERER shall identify the Liaison Passenger on the Charter Flight Manifest and provide KAI with a telephone number at which the Liaison Passenger can be reached on a 24-hour basis. The Liaison Passenger shall have authority to make decisions on CHARTERER's behalf in matters including; re-routing, delays, and passenger no-shows, etc.

6.4. Air Charter Brokers. Where CHARTERER is an Air Charter Broker, or otherwise holds out for sale or sells any Charter Flight or passenger travel thereon, CHARTERER hereby warrants and represents that it is solely responsible for ensuring its compliance with all applicable federal, state, and local regulations, including without limitation 14 CFR Part 295, and shall indemnify and hold KAI, its officers, directors, and employees harmless for any actual or alleged failure to so comply, including the cost of any associated investigations and reasonable attorneys fees and costs. CHARTERER will not provide or use any inflight service equipment, food, beverages, catering supplies, or paper goods or personal hygiene items bearing symbols, characters, marks, logos, or imagery that identifies the CHARTERER on board the Aircraft without KAI's prior written consent.

## 7. INSURANCE

7.1. Insurance. During the Term of this Agreement, KAI shall carry and maintain comprehensive liability insurance (covering KAI's operations hereunder) with a combined single limit of not less than \$500,000,000.00 covering injury to or death of any persons, including passengers, and damages to, destruction of, or loss of property. Upon CHARTERER's written request, KAI, prior to the first Scheduled Departure Date appearing in the Charter Schedule, shall furnish a Certificate of Insurance and certify that: (i) KAI is in full compliance with the insurance requirements in this Section 7; (ii) CHARTERER shall be named as additional insured thereunder; (iii) the insurers agree to waive all rights of subrogation against CHARTERER, except with respect to the gross negligence or willful misconduct of CHARTERER; and (iv) CHARTERER shall be given thirty (30) days prior written notice of any change in or the cancellation of the policies of insurance, or any parts thereof. Upon written request by CHARTERER, KAI shall provide to CHARTERER a copy of the Certificate or Certificates of Insurance.

## 8. BAGGAGE

8.1. Acceptance of Baggage. KAI will accept for transportation as baggage personal property necessary or appropriate for the wear, use, comfort, or convenience of the passenger. KAI's limited liability for lost or damaged baggage is set forth in Section 12 below.

8.1.1. Suitability of Baggage. All baggage presented for transportation shall be subject to inspection by KAI. KAI shall only permit checked baggage that fits into the baggage compartment, or carry-on baggage that fits into the passenger compartment in overhead bins or as otherwise permitted by FAA regulations. Transport is not permitted, and will be refused, for baggage not meeting applicable operational limitations and/or security inspection requirements mandated by the FAA, TSA, and/or KAI including articles that: (i) are likely to endanger the Aircraft or property, or endanger or disturb passengers; (ii) are likely to be damaged by air carriage; (iii) are not suitably

packed to withstand ordinary handling; (iv) by their weight, size, or character are unsuitable for air carriage; or (v) the carriage of which would violate the laws, regulations, or orders of the countries or their possessions to be flown from, into, or over. Examples of articles prohibited from air carriage by the rules and regulations of the FAA, the TSA, and/or KAI include: (i) hazardous materials including, flammables, inflammables, explosives, compressed gasses, corrosives, poisons, oxidizers, and magnetic and radio active materials; (ii) narcotics, drugs, marijuana or substances not covered by a prescription that is valid under applicable law; and (iii) firearms or weapons of any description, except that with the prior consent of KAI's Director of Operations, firearms for sporting purposes may be carried as checked baggage when unloaded, disassembled, and securely packed in a suitable case. Pursuant to Federal law, a passenger who presents baggage containing a firearm must sign a declaration that the firearm is unloaded and placed in a container suitable to protect the firearm. Ammunition must be securely packed in durable fiber, wood, or metal boxes or in the manufacturer's original package.

8.2. Checked Baggage. KAI allows each passenger up to two checked bags free of charge, not to exceed Fifty (50) pounds per piece or military equivalent. The total, maximum amount of checked baggage permitted on any Charter Flight is 300 pounds and 900 cubic feet, or such other weight and size as determined by KAI or the Pilot in Command.

8.2.1. KAI will only accept as checked baggage those tendered by a passenger listed on the flight Manifest and subject to the following conditions:

8.2.1.1. The passenger's name, address, and telephone number must appear on the exterior of the baggage;

8.2.1.2. Baggage must be tendered to KAI at the airport so as to permit an on-time departure. KAI will exercise its best efforts to load checked baggage within a reasonable time after it has been tendered to KAI. Notwithstanding anything herein to the contrary, KAI will not be responsible for any delay or loss, including missed departure slots that relate to or result from checked baggage that is not timely tendered to KAI:

8.2.1.2.1. at least Ninety (90) minutes prior to departure at commercial airport facilities,

8.2.1.2.2. at least Seventy Five (75) minutes prior to departure on domestic charters at commercial airport facilities, or

8.2.1.2.3. at least Thirty (30) minutes prior to departure on domestic or international charters departing from a fixed based operator facility.

8.2.2. Unaccompanied Baggage. Checked Baggage will be checked to the destination, however if a passenger does not board any flight, their checked baggage will be removed from the Aircraft and made available to the passenger prior to the flight's departure.

8.3. Carry-on Baggage. Passengers are permitted one item not to exceed a total of 45 linear inches (length + width + height), as well as one personal item as carry-on baggage. Personal items must fit beneath the seat in front of the passenger or as otherwise permitted by relevant regulations.

8.4. Medical Devices. Passengers wishing to use an onboard portable oxygen concentrator (“POC”) or other medical devices must check with KAI twenty (24) hours in advance of departure to determine if the device is approved for onboard use under relevant rules and regulations. Such devices that have not been approved may not be used aboard the aircraft.

8.5. Excess and Oversized Baggage. KAI will not charge fees for excess baggage, however it will strictly enforce the baggage limitations. Baggage exceeding Sixty Two (62) linear inches (length + width + height) or One Hundred (100) pounds must be approved in advance by KAI, in which case it will be carried as cargo.

8.6. Fragile, Perishable, and Visibly Damaged Items. Fragile and perishable items will only be accepted in baggage if they are appropriately packaged in their original factory-sealed carton or container, a case designed for shipping such items, or packed with airline-approved protective material. However, fragile or perishable items without appropriate packaging may be accepted upon the execution of a release by the passenger, provided by KAI, releasing and indemnifying KAI against liability for any damage, loss or spoilage to or from such items, including from a delay in delivering them. KAI may also require a Limited Release of Liability tag be signed, dated and a brief description of damage be noted at the time baggage is checked that shows visible signs of damage. The passenger will receive a copy of the tag, and KAI will attach the other copy to the baggage. Items described in this section include, by way of example: glass, plastic, artistic items, delicate items, pottery, wood, electronic/mechanical devices, flimsy garment bags, liquids, musical instruments, papers, food, plants, flowers, photographic equipment, toys and unsuitably-protected recreational and sporting goods.

8.7. Special Items. The following are special items that will be accepted as checked or carry-on baggage subject to additional, specified conditions and payment of additional charges where applicable:

8.7.1. Bassinets and Infant Carrying Seats. An infant’s bassinet or infant carrying seat will be accepted for transportation in the passenger compartment only if the bassinet or carrying seat can be stowed beneath the seat; or when an additional seat is reserved for the infant and the bassinet or carrying seat can be properly secured by the seat belt. The infant may not be secured in the bassinet or carrying seat during takeoff, landing, or any other time when the “Fasten Seat Belt” sign is on, unless such seat is government approved for such purpose.

8.7.2. Seat Baggage. As permitted by KAI in its sole discretion, an item of baggage may occupy a seat (selected by KAI), where an appropriate seat is available and a reservation for such seat is made, provided that the passenger accompanies the property, the item meets specified dimensions, it can be properly secured by the seat belt.

8.7.3. Dry Ice. Dry ice may be permitted by KAI in its sole discretion, as checked or carry-on baggage if the weight of the dry ice does not exceed 2 kilos (4.4 pounds) per passenger accompanying it. Dry ice in quantities above this amount must be carried as air cargo. Dangerous Goods labeling are not required for carry-on baggage complying with this restriction, however, KAI must be notified of the presence of dry ice in any checked or carry-on baggage, or any personal item.

## 9. REFUSAL TO TRANSPORT

9.1. Refusal To Transport. KAI may, in its sole discretion, refuse to transport, or remove from any Charter Flight, any passenger for any of the following reasons:

9.1.1. Compliance with any government regulation or with government requisition of space or request for emergency transportation in connection with national defense or national disasters (actual, threatened, or reported);

9.1.2. Whenever necessary or advisable by reason of weather or other conditions beyond KAI's control (including, without limitation, acts of God, acts of governmental authorities, labor disturbances, strikes, civil commotions, embargoes, wars, hostilities, disturbances or epidemics), actual, threatened or reported, or whenever necessary for the safety of the flight, other passengers or the crew;

9.1.3. Refusal by a passenger to permit a search of person or property for explosives, or deadly, hazardous, dangerous, or prohibited weapons, articles or substances;

9.1.4. Refusal by a passenger to produce positive identification upon request;

9.1.5. Failure of a passenger traveling across any international boundary to possess all valid documents (passports, visas, certificates, etc.) required by the laws of the countries from, over, or into which the passenger will fly. KAI is not responsible for the consequences of any failure or inability of a passenger to comply with government laws, regulations, orders, demands and requirements, to which they are subject with or without notice, and CHARTERER shall hold KAI harmless against any fee or cost arising from such failure;

9.1.6. A passenger's conduct is disorderly, abusive, or violent;

9.1.7. A passenger who appears to be intoxicated or under the influence of drugs (unless the passenger is a qualified disabled individual whose appearance or involuntary behavior may make him or her appear to be intoxicated or under the influence of drugs);

9.1.8. A passenger who attempts to interfere with any crew member in the pursuit of his or her duties; fails to promptly comply with appropriate crew instructions; or, engages in any action that might jeopardize the safety or comfort of other passengers;

9.1.9. A passenger who is barefoot or inappropriately dressed;

9.1.10. A passenger who is unable to sit upright in a seat with the seat belt fastened or who requires a stretcher;

9.1.11. A passenger who is known to have a contagious disease with significant adverse health consequences, or has an offensive odor or appearance, except if the passenger is a qualified disabled individual and the odor or appearance is the involuntary result of their disability;

9.1.12. A person in custody of law enforcement personnel, unless the number of law enforcement escorts exceeds the number of persons in custody by at least one and the transport of such person is in compliance with applicable law, including 49 USC 1544.221;

9.1.13. A passenger who requires constant oxygen or other life support equipment;

9.1.14. A passenger who wears or has on or about his or her person a concealed or unconcealed deadly or dangerous weapon;

9.1.15. Any unaccompanied passenger who is both blind and deaf, unless such passenger is able to communicate with representatives of KAI by either physical, mechanical, electronic or other means. Such passenger must inform KAI of the method of communication to be used before boarding;

9.1.16. Any passenger whose age, mental or physical condition, disability or impairment is such that the passenger would need excessive or unusual assistance in the event of an emergency or to take care of his or her physical needs in-flight, unless the passenger is accompanied by a ticketed, competent attendant who will be responsible for caring for the passenger en route and evacuation of the passenger in the case of an emergency;

9.1.17. Any non-ambulatory passenger who is unable to care for his or her physical needs in-flight and is not accompanied by a ticketed, competent attendant who will be responsible for such passenger's physical needs. A non-ambulatory passenger is defined as a passenger who is unable to board and de-plane the aircraft unassisted or who is unable to move about the cabin unassisted. KAI will accept an unaccompanied non-ambulatory passenger who is able to care for his or her physical needs in-flight. For passengers who are both blind and deaf, or who require the presence of an emotional support animal or hazardous materials packaging for motorized wheelchair batteries, notice must be given at least twenty-four (24) hours in advance of travel, advising KAI as to the nature of the disability and assistance required. KAI will make every effort to accommodate passengers on shorter notice.

9.1.18. Expectant Mothers. KAI accepts for carriage expectant women up until the beginning of the 7th month of pregnancy without a doctor's certificate. Beginning with the 7th month until the beginning of the 8th month of pregnancy, KAI will accept expectant women for carriage only if presented with a doctor's certificate to the effect that she may make the flight without endangering her health. KAI will not knowingly accept for carriage expectant women within Thirty (30) days of expected delivery.

9.2. Passenger No-Show. If a passenger is not present at the boarding gate with their name on the charter Manifest at least Fifteen (15) minutes prior to the scheduled departure time of the flight the passenger will not be permitted to board the Aircraft, and any checked baggage tendered by such passenger will be removed from the Aircraft. KAI will report all no-show passengers to the Liaison Passenger as soon as practicable, and to CHARTERER after the trip has departed. CHARTERER shall not be entitled to a refund for no-show passengers.

9.3. Liability for Refusal to Transport. KAI is not liable for the refusal to transport any passenger, or for removal of any passenger from a Charter Flight in accordance with, but not limited to this Section 9, or governmental laws, rules or regulations.

9.4. Unaccompanied Minors. Minors under the age of Sixteen (16) years of age will not be permitted to travel on flights operated by KAI unless they are accompanied by an adult parent or guardian.

9.5. Passengers with Disabilities. KAI's policies and procedures comply with the DOT's regulation, "Nondiscrimination on the Basis of Disability in Air Travel (14 CFR Part 382). Provisions in this regulation include, but are not limited to:

- Transportation of personal wheelchairs and other assistive devices;
- Special seating accommodations for customers with physical disabilities or those traveling with a safety assistant or service animal (advance notice requested);
- Assistance in boarding and deplaning;
- Assistance in loading and retrieving carry-on items;
- Information concerning facilities and services available for customers with disabilities;

If you have any concerns about a disability-related issue, KAI is available to help. Complaints should be filed with KAI in accordance with Paragraph 6 of the carrier's Customer Service Plan. This plan is available on KAI's website, at [www.kaiserair.com](http://www.kaiserair.com). Further information is also available by calling KAI directly.

## **10. PASSENGER TICKETS; BOARDING**

10.1. Tickets/Boarding Passes. KAI will not issue tickets for travel on any Charter Flight. If required under certain operating conditions, KAI will provide a boarding pass or card for the passenger at time of check-in and once the passenger's identification has been verified against the Manifest. The CHARTERER may provide the passenger with a receipt or a document to confirm their name on the Manifest.

10.2. Check-In. To help ensure on-time performance, KAI requires that passengers present themselves at the point of check-in in accordance with times noted below. Failure to meet this

requirement will be reported to the Liaison Passenger as soon as is practicable, and may result in cancellation of the passenger's reservations. No compensation will be paid to passengers who fail to meet these cut-offs.

10.2.1. Domestic Check-In Cut-Off

10.2.1.1. Passengers without baggage – Sixty (60) minutes prior to scheduled departure.

10.2.1.2. Passengers with baggage – Seventy Five (75) minutes prior to scheduled departure.

10.2.2. International Check-In Cut-Off

10.2.2.1. Passengers without baggage – Ninety (90) minutes prior to scheduled departure.

10.2.2.2. Passengers with baggage – Ninety (90) minutes prior to scheduled departure.

10.2.3. Private Charter or FBO operations Cut-Off

10.2.3.1. Passengers without baggage – Thirty (30) minutes prior to scheduled departure.

10.2.3.2. Passengers with baggage – Thirty (30) minutes prior to scheduled departure.

10.3. Security Screening. KAI or its agents may conduct screening in accordance with the requirements of 49 CFR, part 1544.207(c) at locations where there is no available TSA screening. This is typically conducted for Private Charters operating into and out of non-sterile airport facilities. The screening procedures used will comply fully with the company Private Charter Standard Security Program ("PCSSP") requirements. When operating out of foreign locations, KAI will ensure that screening is accomplished in accordance with both TSA requirements and the requirements of the host state of departure. All passengers must comply with screening procedures before boarding the Aircraft.

10.4. Connecting Flights. KAI does not provide "connecting" or "interline" service. Passengers desiring to connect with other air carriers will be responsible for making their own arrangements.

## **11. DELAY; CANCELLATION; TERMINATION**

11.1. Schedules and Operations. Times scheduled for departure and arrival are as agreed between KAI and the CHARTERER and are subject to the contract between those parties. Scheduled times are not guaranteed, and KAI shall not be liable to passengers for failures to operate

in accordance with schedules. Schedules are subject to change without notice. KAI may without notice substitute alternate carriers or aircraft, and may add, alter or omit stops due to flight conditions, such as weather, or any other factor related to the safe operation of a Charter Flight, without advance notice to CHARTERER or passengers. KAI is not responsible for passengers missing onward travel connections, or failing to operate any Charter Flight according to schedule, or for changing the schedule of any Charter Flight.

11.2. Routing. Transportation via the final flight plan issued prior to departure will determine the final routing of the flight. The origination and destination locations are set in the Charter Schedule and technical stops may be involved. However, technical stops and routing may be adjusted depending upon weather or other conditions.

11.3. Excusable Delay or Diversion. If a Charter Flight is delayed, interrupted, rerouted, or diverted due to weather, air traffic control, mechanical problems, or any other issue beyond KAI's control, KAI will not be liable for any compensation, loss, damage, cost, or expense including overnight accommodations, and will operate or continue the Charter Flight if and when the issues causing the delay, interruption or routing change have been resolved. KAI will exercise its best efforts to keep passengers and the CHARTERER reasonably advised of the status of any such situation. KAI shall not be responsible for furnishing a substitute aircraft, however KAI will use its best commercial efforts to arrange alternate aircraft or other means of transportation without any liability to KAI. KAI may delay, divert, or cancel a Charter Flight at its point of origin or at any point en route or KAI may revise the routing of a Charter Flight, without liability (except as provided in Sections 11.4, 11.5, and 11.8) whenever such action is necessary or advisable due to an Excusable Delay or Diversion. CHARTERER shall be responsible for any costs and expenses incurred by KAI that arise from or are related to any Excusable Delay or Diversion.

11.4. KAI Cancellation Prior to Commencement. Notwithstanding anything in this Section 11 to the contrary, in the event KAI cancels the Charter Schedule prior to the first Scheduled Departure listed in Section B of the Charter Contract as a result of any Excusable Delay, any Advance Payments shall be refunded to CHARTERER; provided however, that, if KAI delays a Charter Flight prior to commencement of the Charter Schedule due to a malfunction of the Aircraft or any part thereof (including any machinery or apparatus used in connection therewith), then such amounts paid in advance by CHARTERER shall not be refunded and CHARTERER shall not have the right to cancel or terminate the Charter Agreement if KAI corrects such malfunction within the following specified periods;

(a) 48 hours for Charter Flights solely within the 48 Contiguous States; and

(b) 72 hours for Charter Flights if such malfunction occurs outside the 48 Contiguous States.

11.5. KAI Cancellation After Commencement. Notwithstanding anything in this Section 11 to the contrary, in the event KAI cancels a Charter Flight or Charter Schedule, or any portion thereof, at any point after commencement of the first Scheduled Departure listed in Section B of the Charter Contract as a result of any Excusable Delay, KAI shall be entitled to be paid for that portion of the Charter Schedule completed at the rates and charges applicable for such portion, and any Advance

Payments in excess of such amount (the "Excess Amount") shall be refunded; provided however, that, in the event KAI delays a Charter Flight, due to a malfunction of the Aircraft or any part thereof (including any machinery or apparatus used in connection therewith), then such Excess Amount shall not be refunded, and CHARTERER shall not have the right to terminate the Charter Agreement, if KAI corrects such malfunction within the following specified periods;

(a) 48 hours for Charter Flights within solely the 48 Contiguous States; and

(b) 72 hours for Charter Flights if such malfunction occurs outside the 48 Contiguous States.

11.6. Lengthy Tarmac Delay Contingency Plan. In the event of tarmac delays KAI will follow its Lengthy Tarmac Delay Contingency Plan, as required in 14 CFR 259.4. This plan can be found on the carrier's website, at [www.kaiserair.com](http://www.kaiserair.com). If a Charter Flight is on the tarmac with passengers onboard for two hours, KAI will make sure the passengers have adequate food and potable water, operable lavatory facilities and medical attention if needed. After the two hour time limit on the tarmac, KAI will start the process of implementing its Contingency Plan and work with Ground Handling and Operations Control Departments, the airport and other necessary groups to confirm the status of the tarmac hold. If the delay appears to be ongoing, and local circumstances allow, the Pilot in Command may choose to return to the gate and allow passengers to deplane. KAI will resume the flight once they have been given clearance to do so and will re-board the passengers and guests accordingly. KAI's Lengthy Tarmac Delay Contingency Plan is not guaranteed, is subject to change without notice, and is not part of this Contract of Carriage.

11.7. CHARTERER Cancellation Prior to Commencement. The parties acknowledge that KAI will incur costs and allocate resources immediately upon execution of the Charter Contract. If for any reason CHARTERER cancels all or any portion of the Charter Schedule prior to the first Scheduled Departure Date, KAI, as its sole and exclusive remedy, shall have the right to retain the amounts then held by KAI for its account as liquidated damages and not as a penalty. CHARTERER may cancel the Charter Contract, in writing, prior to commencement of the Charter Schedule, in which case CHARTERER will be entitled to a refund of any Advance Payments as follows:

11.7.1. if CHARTERER cancels at least Sixty One (61) days prior to commencement of the Flight Schedule, Ninety percent (90%) of any Advance Payments due will be refunded or credited;

11.7.2. if CHARTERER cancels within Sixty (60) days but at least Thirty (30) days prior to commencement of the Flight Schedule, Eighty percent (80%) of any Advance Payments due will be refunded or credited;

11.7.3. if CHARTERER cancels within Thirty (30) days but at least Fifteen (15) days prior to commencement of the Flight Schedule, Fifty percent (50%) of any Advance Payments due will be refunded or credited; and

11.7.4. if CHARTERER cancels within Fifteen (15) days prior to commencement of the Flight Schedule, CHARTERER will not be entitled to a refund or credit.

11.8. CHARTERER Cancellation After Commencement. Notwithstanding anything herein to the contrary, following Commencement of the Charter Schedule CHARTERER shall not have the right to terminate this Agreement or receive any portion of the amounts theretofore paid by CHARTERER, unless: (i) KAI breaches its obligations under this Agreement; or (ii) KAI cancels the Charter Flight for an Excusable Delay (subject to CHARTERER's obligation to pay for the portion of the Charter Flight completed prior to Excusable Delay, as provided in Section 11.5). Any other attempted termination of this Agreement by CHARTERER shall be of no force or effect and as liquidated damages and not as a penalty, CHARTERER shall pay the entire amount due to KAI under this Agreement.

## 12. LIMITATION OF LIABILITY

12.1. Limits of KAI's Liability for Personal Injury or Death. KAI's liability for any accident, injury or death is governed by applicable law. Passengers on a journey involving an ultimate destination or a stop in a country other than the country of departure are advised that a treaty known as the Montreal Convention, or its predecessor, the Warsaw Convention, may apply to the entire journey, including any portion thereof entirely within a country. For such passengers, the treaty governs the liability of the carrier for death or injury to passengers.

12.2. Limits of KAI's Liability for Baggage; Proof of Value and Loss. All Claims require proof of value and loss and are subject to the limits stated herein. KAI will not be liable for damage to protruding features of baggage including but not limited to wheels, pockets, hanger hooks, pull handles, straps, zippers, and locks. Additionally, KAI will not be liable for defects and/or minor damage as a direct result of normal wear and tear, such as cuts, scratches, scuffs, stains, dents, and punctures. KAI will pay delivery charges for delayed, checked baggage only if the baggage was presented in accordance with the check-in times set forth in Section 8.2.1 above.

NOTE: The minimum check-in requirement for some airports is greater than the times set forth in this document. KAI will not be liable for delivery charges for checked baggage in the event that the customer elects to travel on an earlier flight not originally scheduled in the customer's itinerary. KAI will make reasonable efforts to ensure baggage is transported on the customer's flight.

12.2.1. Domestic Baggage Claim Limits. For travel solely between domestic U.S. points, KAI's liability for actual, provable damages resulting from loss, damage, or delay in delivery of baggage in its custody shall not exceed \$3,500 per passenger, or such other amount specified in the regulations of the Department of Transportation, unless a higher value is declared in advance and additional charges are paid. KAI is not responsible for jewelry, cash, photographic or electronic equipment, silverware, negotiable papers, securities, business documents, samples, paintings, antiques, artifacts, manuscripts, furs, irreplaceable books, or publications and similar valuable items contained in checked or unchecked baggage on any domestic US flight. If any of these items are lost, damaged or delayed, the passenger will not be entitled to reimbursement.

12.2.2. International Baggage Claim Limits. For travel involving an ultimate destination or a stop in a country other than the country of departure, KAI's liability for actual, provable damages resulting from loss, damages or delay in delivery of baggage in its custody may be governed, in whole or in part by International treaties known as the Montreal Convention, or its predecessor, the Warsaw Convention. The Montreal Convention provides a limit of liability of 1,131 Special Drawing Rights per passenger. The Warsaw convention provides a limit of approximately \$9.07 per pound of lost or damaged baggage.

12.2.3. Wheelchairs and Assistive Devices. When wheelchairs or other assistive devices are tendered to KAI, they shall be disassembled and packaged for stowage. KAI shall ensure their prompt return to the disabled passenger after each Charter Flight. Wheelchairs and other assistive devices shall be returned to the passenger in the condition received by KAI. With respect to domestic travel, rules regarding liability limitations for loss, damage, or delay concerning wheelchairs or other assistive devices do not apply. The criterion for calculating the compensation for a lost, damaged, or destroyed wheelchair or other assistive device shall be the original purchase price of the device as dictated by 14 CFR Part 382. KAI shall not require qualified individuals with a disability to sign waivers of liability for damage to or loss of wheelchairs or other assistive devices.

12.2.4. Perishables. When exercising ordinary, standard of care, and subject to Section 8.6 above, KAI shall not be liable for delay in delivery of any perishables, nor for damage to, or damage caused by, fragile items, liquids or perishables which are unsuitably packed and which are included in a passenger's checked baggage with or without KAI's knowledge.

12.2.5. Carry On Liability Limits. KAI will not be liable or responsible for property carried on board an aircraft by a passenger and retained in their custody. KAI will not accept claims for lost, forgotten or stolen carry-on baggage unless such baggage is tendered to KAI's in-flight personnel for storage during the flight or otherwise delivered into the custody of, and accepted by, KAI. Storage in overhead bins, under a seat, or anywhere accessible to the passenger during the flight, shall not be construed as delivery into KAI's custody.

12.3. Consequential Damages. The purchase of a seat on a charter flight does not guarantee transportation on any KAI aircraft. **KAI SHALL NOT BE LIABLE TO CHARTERER, PASSENGER OR ANY OTHER PERSON, FIRM OR ENTITY CLAIMING BY, THROUGH OR UNDER CHARTERER OR PASSENGER FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, STATUTORY OR PUNITIVE DAMAGES OR LOSS OF INCOME OR REVENUE OR LOSS OF ANY BUSINESS OPPORTUNITY, UNDER ANY LEGAL THEORY, INCLUDING UNDER CONTRACT, IN TORT, STRICT LIABILITY, OR NEGLIGENCE, AND ARISING UNDER OR RELATED TO THIS AGREEMENT, OR THE PERFORMANCE OR DELAY IN PERFORMANCE OF, OR FAILURE TO PERFORM TRANSPORTATION OF PASSENGERS AND OTHER SERVICES INCIDENTAL THERETO (EXCEPT BAGGAGE LIABILITY AS PROVIDED HEREIN) WHETHER OR NOT KAI HAD KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED.**

12.4. Exclusions, Applicability. Any exclusion or limitation of liability of KAI shall apply to and be for the benefit of agents, servants, and representatives of KAI and any person whose aircraft is used by KAI for carriage and its agents, servants and representatives.

12.5. Liability of CHARTERER. CHARTERER shall be liable for any and all losses, costs, and expenses of any kind associated with or related to damage to the Aircraft or other property caused by or arising out of any act or omission of CHARTERER, or any agent, employee or guest of CHARTERER or by any passenger on the Charter Flight.

### 13. CLAIMS

13.1. Timely Notice of Claim of Personal Injury. No claim for the personal injury or death of a passenger will be entertained by KAI unless written notice of such claim is presented to KAI within twenty-one (21) days after the occurrence of the event giving rise to the claim.

13.2. Timely Notice of Claim of Lost, Damaged, Delayed Baggage. In the case of loss of, damage to, or delay in delivery of baggage, no claim will be entertained by KAI unless preliminary notification of such claim is presented to KAI upon arrival of the flight on which the loss, damage, or delay is alleged to have occurred. Thereafter, KAI will consider such claim only upon written notice from the claimant submitted to KAI no later than twenty-one (21) days after the occurrence of the event giving rise to such claim.

13.3. Failure to Provide Notice. Failure to provide notice within the foregoing time limits will not bar a claim if the claimant establishes to the satisfaction of KAI that he or she was unable, through no fault or omission of the claimant, to provide notice within the specified time limits.

13.4. Limitation of Claims. No legal action on any claim described above may be maintained against KAI unless commenced within One (1) year of the date of the incident. If notice is not provided as set forth above and legal action is not commenced within one (1) year of the date of the incident, then CHARTERER its agents, employees, and passengers waive their rights to make such claim and releases KAI from any and all liability arising from or relating to any such incident.

### 14. INDEMNIFICATION

14.1. CHARTERER Indemnification. CHARTERER shall indemnify, defend and hold KAI harmless from and against any and all costs, claims, demands and causes of action on account of (i) injury or death or loss or damage to property (including the Aircraft itself, passengers, or baggage carried on behalf of CHARTERER) caused by CHARTERER or its agents, employees, or passengers, other than to the extent such may arise out of the gross negligence or willful misconduct of KAI, (ii) any act or omission of CHARTERER or its agents, employees, or passengers; or (iii) a breach by CHARTERER of its duties hereunder.

### 15. COVENANTS AND ACKNOWLEDGMENTS

15.1. All Charters. CHARTERER and its agents, employees, and passengers covenant and acknowledge that they have notice of and shall comply in all respects with, Parts 208, 212, 372, 380

and 399 of the regulations and policy statements issued by the DOT, 14 C.F.R. Parts 208, 212, 372, 380 and 399, and all other applicable laws, rules and regulations promulgated by the DOT (hereinafter collectively referred to as "Charter Regulations"). To the extent applicable, the Charter Regulations shall govern relations between the parties to this Agreement, notwithstanding any provisions of this Agreement. CHARTERER further acknowledges that it has in its possession a copy of the Charter Regulations in effect as of the date hereof. In the event that CHARTERER or any passenger or prospective passenger on any Charter Flight fails to observe such Charter Regulations, KAI has the power and the right, in its sole discretion, to cancel the Charter Flight or to refuse to board any of such passengers or prospective passengers for such Charter Flight without incurring any liability or penalty against KAI of any kind. CHARTERER shall provide to KAI such information or certifications required by the DOT in connection with the Charter Flight.

15.2. No Public Charters or Cruise Line Waivers. CHARTERER hereby covenants to KAI that (i) the Charter Flight to be flown under this Agreement is not a "public charter" or being operated pursuant to "cruise line waivers, as such terms are defined by the DOT. In that connection CHARTERER further covenants that it is not planning to advertise or sell seats, open to the general public in connection with the proposed Charter Flight. CHARTERER acknowledges that it is solely responsible for determining that it is not offering a "public charter" or operating pursuant to "cruise line waivers" and CHARTERER agrees to indemnify and hold KAI harmless from and against any loss, cost, expense or penalty paid or incurred by KAI in the event the Charter Flight is deemed to be a "public charter" or to be operated pursuant to "cruise line waivers".

15.3. Single Entity Charter or Affinity Private Charter. The Charter Flight to be operated pursuant to this Agreement shall be either (i) a "single entity private charter"; or (ii) an "affinity private charter". A "single entity private charter" shall be defined as a charter for a single organization (as for example a company sales trip), for which each Charter Flight participant is NOT paying for his or her own transportation. An "affinity private charter" shall be defined as a charter where each Charter Flight participant is a member of a single affinity entity (as for example a college alumni association) and in which such case each participant IS paying his or her own air fare, and seats are not being offered to the general public.

15.3.1. If this is a "single entity private charter" then CHARTERER hereby represents and warrants to KAI that CHARTERER has paid the total consideration due to KAI with respect to the Charter Flight, and that the passengers have not and shall not contribute, directly or indirectly to the costs incurred by CHARTERER under this Agreement.

15.3.2. If this is an "affinity private charter" then CHARTERER shall provide to KAI no later than the date of departure of the Charter Flight a certification pursuant to Section 212.5(f) of the Charter Regulations executed by an authorized representative of the affinity CHARTERER that all passengers are eligible for transportation under the eligibility requirements of such Section 212.5(f).

## 16. MISCELLANEOUS

16.1. Governing Law. This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of California, without reference to its choice of law principles.

The parties agree that any litigation relating to this Agreement shall be brought either in (i) the Superior Court of the State of California, located in Alameda County, California; or (ii) the Federal District Court for the Northern District of California located in Alameda County, California, and irrevocably waive any objections to jurisdiction or venue in such Superior Court of the State of California or such Federal District Court. The parties consent to service of process by certified or express mail, to the addresses stated herein, and service shall be deemed completed upon receipt or refusal to receive the notification.

16.2. Attorneys' Fees. If any action is brought at law, in equity or arbitration, including an action for declaratory relief, or is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees actually incurred, whether in arbitration, pretrial, trial, or appellate levels, which may be set by the court or the arbitrator in the same action or in a separate action brought for that purpose, including reasonable costs and fees for investigation and collection of any amount awarded in such action, in addition to any other relief to which the party may be entitled.

16.3. Entire Agreement. This Agreement constitutes the entire Agreement between the parties hereto and supersedes any prior oral or written agreement among the parties with respect to the subject matter hereof.

16.4. Amendment and Waivers. This Agreement may be amended only by an instrument in writing executed by each of the parties. No breach of any agreement contained herein shall be deemed waived unless expressly waived in writing by the party who might assert such breach. No employee of KAI has the authority to waive, modify, or alter any provisions of these Master Terms and Conditions unless authorized by a corporate officer of KAI. KAI's appointed agents and representatives are only authorized to perform services in relation to air transportation on KAI pursuant to these Master Terms and Conditions and are not authorized to vary these Master Terms and Conditions.

16.5. Notices. All notices required to be given hereunder shall be deemed adequately given if (i) delivered by hand; (ii) sent by certified mail, return receipt requested; (iii) sent by reliable overnight delivery services; (iv) transmitted by facsimile; or (v) transmitted by e-mail, at its address, facsimile number or e-mail address set forth below, or such other address, facsimile number, or e-mail address as such addressee may have designated in writing:

To KAI:

KaiserAir, Inc.  
(i) For deliveries by USPS certified mail :  
P.O. Box 2626  
Oakland, CA 94614;  
(ii) for deliveries by hand or delivery service:  
8735 Earhart Road  
Oakland, CA 94614  
Attention: Roby J. Guerra  
Facsimile: 510/569-5890  
E-mail: [rob.guerra@kaiserair.com](mailto:rob.guerra@kaiserair.com)

**VERSION: 2022712**

To CHARTERER: At the address set forth on the Charter Contract.

All notices required to be given hereunder shall be deemed delivered in the case of notices (i) delivered by hand, when delivered; (ii) sent by delivery services, when delivered; (iii) transmissions by facsimile, when received; and (iv) transmitted by e-mail, when received.

**APPENDIX A  
TO  
CHARTER TERMS AND CONDITIONS**

**DEFINITIONS**

For the purposes of this Agreement the following terms shall have the following definitions:

"48 Contiguous States" means the forty eight contiguous states of the United States.

"Additional Charges" shall have the meaning specified in Section 2.2.

"Additional Crew Duty Charges" shall have the meaning specified on Exhibit 3 under the heading "D. Additional Charge – 5. Additional Crew Duty Charges".

"Additional Day Aircraft Charges" shall have the meaning specified on Exhibit 3 under the heading "D. Additional Charge – 6. Additional Day Aircraft Costs".

"Additional Fuel Charges" shall have the meaning specified on Exhibit 3 under the heading "D. Additional Charges – 4. Additional Fuel Charges".

"Advance Payments" shall have the meaning specified in Section 3.1.

"Aircraft" means either the Aircraft identified in the relevant Charter Contract or Charter Quote which may be a (i) Boeing 737-500 Aircraft, operated by KAI; (ii) Boeing 737-700 Aircraft, operated by KAI; or (iii) Boeing 737-800 aircraft, operated by KAI, in each case with the number of seats specified on Section A under the heading "B. Type of Boeing 737 Aircraft".

"Baggage" means any property of a passenger that is accepted for transportation and delivered into the custody of KAI whether checked in the cargo compartment or carried in the cabin of the Aircraft.

"Baggage Claim Check" The instrument by which a passenger's baggage is accepted by KAI. All checked baggage will be tagged and the passenger delivering the baggage into the custody of KAI will receive a claim check for each piece of baggage checked.

"Base Charge" shall have the meaning specified in Section C.1 of the Contract Section 2.1.

"Base Fuel Price" means the amount specified in Section E of the Charter Contract.

"Boarding Pass" a document given to a passenger once they have checked in for the Charter Flight, and provides the authority by which a passenger can gain access to a flight for the purpose of air transportation.

"Carry-on Baggage" means any baggage the passenger carries onto the aircraft. The total dimension of the baggage cannot exceed 45" linear inches.

“Catering, Liquor and Commissary Charges” shall have the meaning specified in Section E of the Charter Contract.

“Charter Contract” means an agreement entered between CHARTERER and KAI that is subject to these Terms and Conditions.

“Charter Flight” or “Leg” means a segment or portion of the Charter Schedule conducted under this Agreement.

“Charter Schedule” means collectively, the Charter Flights, or Legs, conducted pursuant these Terms and Conditions and as set forth in Section B of the Charter Contract.

“Charter Services” means the services set forth in Sections 2.1, and 2.2.

“CHARTERER” means the person or entity who charters the flight from KAI. This term includes Public Charter Operators, single-entity or private CHARTERERS, or charter brokers.

“Charter Operator” means the party responsible for organization, sale and conduct of a Public Charter operation.

“Charter Regulations” shall have the meaning set forth in Section 15.1.

“Configuration Change Charges” shall have the meaning specified on Exhibit 3 under the heading D. Additional Charges – 9. Configuration Change Charges”.

“Commencement of the Charter Flight” means that time when the Pilot in Command of the Aircraft assumes control of the Aircraft for the purposes of a Charter Flight.

“De-IcingCharges” shall have the meaning specified on Exhibit 3 under the heading D. Additional Charges – 2. De-Icing Charges”.

“DOT” means the United States Department of Transportation.

“Effective Date” means the date hereof.

“Escrow Agent” means Shelby Financial Corporation.

“Estimated Commissary Charges” has the meaning set forth in Section E of the Charter Contract

“Excusable Delay” means any reason beyond KAI's control, including, without limitation: an act of God, acts of governments, quarantine restriction, fire, smog, fog, flood, weather conditions, air traffic congestion, directions by air traffic controllers to divert the Aircraft or otherwise alter its flight plan, accidents to, or malfunction of the Aircraft or any part thereof (including any machinery or apparatus used in connection therewith), unavailability of parts or components, embargoes, riots or civil commotions, insurrection, war or acts of public enemies, U.S. Military aircraft emergency or

activation of the U.S. Civil Reserve Air Fleet, strikes, lockouts or other labor disputes (whether resulting from disputes between KaiserAir and its employees or between others upon which KAI relies for the fulfillment of this Agreement), if the FAA, any government entity or public body on whatever grounds fails to grant KAI any clearance, license, right or other permission necessary to the performance of KAI's obligations hereunder, or the inability of the flight crew to fly due to duty time limitations caused by any Excusable Delay, or any other acts, matters or things, whether or not of a similar nature, beyond the control of KAI.

"FAA" means the United States Federal Aviation Administration.

"FARs" means the Federal Aviation Regulations issued by the U.S. Department of Transportation.

"Final Invoice" means the final invoice that KAI will issue to CHARTERER reflecting any outstanding balance due as set forth in Section 3.2.

"Fuel Surcharge" means that amount, if any, for the cost of fuel incurred by KAI during the Charter Flight in excess of the Base Fuel Price.

"Home Base" means the airport or location where the Aircraft and Crew are normally stationed.

"Late Passenger Charges" shall have the meaning specified in Section E.9 of the Charter Contract.

"Manifest" means the document that KAI will prepare or receive from a CHARTERER that contains the names of all the passengers for the Charter Flight. The Manifest requires the passenger name to appear as it does on their government issued ID.

"Montreal Convention" means the Convention for the Unification of Certain Rules for International Carriage by Air, signed at Montreal, Canada, May 28, 1999.

"Pilot In Command" means the captain of the Aircraft.

"Passenger/Guest" means any person whose name appears on the passenger Manifest from the CHARTERER.

"Private Charter/Single Entity Charter" means a charter for which the cost is borne by the CHARTERER and not by individual passengers, directly or indirectly.

"Public Charter" means a flight operated under the terms of a charter contract between KAI and a charter operator under the provisions of 14 CFR Part 380. It does not include scheduled air transportation, scheduled foreign air transportation, nonscheduled cargo air transportation, or private or single entity charter air transportation. It does not include flights operated under an exemption order issued by the Department of Transportation.

“Qualified Individual with a Disability” means any passenger meeting the definition of “individual with a disability” contained in 14 C.F.R. § 382.5.

“Special Drawing Rights” means the measure of value based on a basket of major currencies, as established by the International Monetary Fund, and used in international trade and finance.

“A Standard Bar Kit” consists of Bloody Mary x 3, Ketel One Vodka x 2, Jack Daniels Whiskey, Bacardi Superior Rum, Bombay Gin, Amstel Light, Heineken, Margarita mix, Red Wine x 6, and White Wine x 6.

"Term" shall have the meaning specified in Section 3.

"TSA" means the Transportation Security Administration of the United States Department of Homeland Security.

“USA Patriot Act” means the Uniting and Strengthening America By Providing Appropriate Tools Required to Intercept and Obstruct Terrorism of 2001, as amended, and all rules and regulations issued thereunder by any department or agency of the United States.

“Warsaw Convention” means the Convention for the Unification of Certain Rules for International Carriage by Air, signed at Warsaw, Poland, October 1, 1929, or that Convention as amended at The Hague on September 28, 1955, whichever may be applicable.

“Wi-Fi Charges ” shall have the meaning specified on Exhibit 3 under the heading D. Additional Charges – 8. Wi-Fi Charges”.