

TERMS OF USE

General Terms of Use

ATTENTION: Please Read These Terms, Conditions And Legal Restrictions Carefully Before Using This Web Site. By accessing, viewing, using, or downloading materials from this website (“Site”), you agree to be legally bound by these Terms of Use (“Agreement”) and all other terms, conditions and notices contained or referenced in the Site. This Site is owned by Mitsubishi Heavy Industries of America (the “Company”) and operated by Turbine Air Services, Inc. pursuant to an agreement from the Company.

1. Binding Agreement

Use of this Site is available only to those users who are in compliance and agreement with these terms and conditions of use as well as the other terms and conditions referenced elsewhere on this Site. Please note that by accessing, viewing, using, or downloading materials from the Site, you agree to be legally bound by all of the terms, conditions and notices contained or referenced herein.

2. License and Site Access

Subject to these terms and conditions and all applicable laws and regulations, the Company grants you a non-exclusive, non-transferable, personal, limited license to download, access, view, use and display this Site and the text, graphics, content, information, audio, video and other services (the “Materials”), which the Company makes available to you from time to time on the terms and conditions set forth in this Agreement. This authorization is not a transfer of title to the Site or the Materials contained herein, and any downloading, modification, reproduction, copying or redistribution for commercial purposes of any information or Materials or design elements of the Site is strictly prohibited without the prior written consent of the Company. Requests for permission to reproduce any information contained on this Site should be addressed to the Company at p.e.cannon@turbineair.com, 972-248-3108 X210.

Notwithstanding the above, the Company authorizes you to make one (1) electronic or paper copy of the information posted on any page of the Site, provided that the copy is used solely for non-commercial, personal purposes, and further provided that any such copy remains protected by all copyright, trademarks, Site marks, and other proprietary notices and legends contained on the Site.

This license does not include the right to modify this Site, or any portion of it, except with the express written consent of the Company. Any resale or commercial use of this Site or its contents; any collection and use of any product or service listings, descriptions, or prices; any derivative use of this Site or its contents; any downloading or copying of account information for the benefit of another merchant; or any use of data mining, robots, or similar data gathering and extraction rules is prohibited.

You agree to all additional restrictions displayed on the Site as it may be updated from time to time. You agree to use this Site for lawful purposes only, and shall not post or transmit any information or material which in any way infringes or violates the rights of others or which is unlawful, defamatory, threatening, invasive of privacy or publicity, obscene, harassing or otherwise objectionable.

3. Ownership

You have no ownership rights in the Site or in the Materials. Rather, you have a license to download, access, view, use and display this Site and the Materials as long as this Agreement remains in full force and effect. Unless otherwise noted, ownership of the Site and the Materials and all intellectual property rights therein shall remain at all times with the Company or their respective owners.

4. Your Account

If you are a registered user of this Site, you are responsible for maintaining the confidentiality of your account and password. If you use this Site, you are responsible for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. The Company reserves the right to refuse service, terminate accounts, or remove or edit content in its sole discretion.

5. Disclaimer

YOU EXPRESSLY AGREE THAT YOUR USE OF THIS SITE IS AT YOUR SOLE RISK. THE SITE, MATERIALS, CONTENT, RELATED COMMUNICATIONS AND SOFTWARE MADE AVAILABLE ON THE SITE ARE PROVIDED "AS IS" WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR PARTICULAR PURPOSE. SOME JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS OF IMPLIED WARRANTIES MAY NOT BE APPLICABLE UNDER CERTAIN CIRCUMSTANCES. THE COMPANY DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE MATERIALS OR CONTENT DISPLAYED OR DISTRIBUTED ON THIS SITE, INCLUDING BUT NOT LIMITED TO THE RELIABILITY OF ANY ADVICE, STATEMENT, ADVERTISEMENT OR OTHER INFORMATION DISPLAYED OR DISTRIBUTED THROUGH THE SITE. YOU ACKNOWLEDGE BY THE USE OF THIS SITE THAT ANY RELIANCE ON ANY SUCH MATERIALS, CONTENT, ADVICE, STATEMENT, ADVERTISEMENT OR INFORMATION SHALL BE AT YOUR SOLE RISK.

THE COMPANY DISCLAIMS ANY WARRANTIES FOR THE SECURITY OR RELIABILITY OF THE MATERIALS. THE COMPANY DOES NOT ASSUME ANY RESPONSIBILITY, AND SHALL NOT BE LIABLE FOR ANY DAMAGE TO, OR VIRUSES OR OTHER HARMFUL COMPONENTS THAT MAY INFECT YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY ON ACCOUNT OF YOUR ACCESS TO, USE, OR

BROWSING OF THE SITE (INCLUDING ANY BULLETIN BOARD OR CHAT ROOM) OR YOUR DOWNLOADING OF ANY MATERIALS FROM THE SITE.

THE MATERIALS INCLUDED IN THE SITE MAY CONTAIN INACCURACIES AND TYPOGRAPHICAL ERRORS. THE COMPANY RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO CORRECT ANY ERRORS OR OMISSIONS IN ANY PORTION OF THE SITE. THE COMPANY MAY MAKE ANY OTHER CHANGES TO THE SITE, THE MATERIALS AND THE PRODUCTS, PROGRAMS, SERVICES OR PRICES (IF ANY) DESCRIBED IN THE SITE AT ANY TIME WITHOUT NOTICE.

6. Links to Third-Party Sites

The Company may provide on this Site, solely as a convenience to its users, links to web sites operated by other entities. If you use these sites, you will leave this Site. If you decide to visit any linked site, you do so at your own risk and it is your responsibility to take all protective measures to guard against viruses or other destructive elements. The Company does not make any warranty or representation regarding, or endorse or otherwise sponsor, any linked web sites or the information appearing thereon or any of the products or services described thereon. Links do not imply that the Company is affiliated or associated with the linked site, or is legally authorized to use any trademark, trade name, logo or copyright symbol displayed in or accessible through the links; or that any linked site is affiliated or associated with the Company or is authorized to use any trademark, trade name, logo or copyright symbol of the Company.

7. Third-Party Content

Any information, statements, opinions, services or other information provided by third parties and made available on this Site are those of the respective author(s) and not the Company. Such information and the like may be updated from time to time directly by the respective authors. The disclaimer set forth above applies regardless of the updating party. You are prohibited from reproducing or “framing” pages or content provided by the Company or its affiliates. You may link to internal pages within this Site, provided that you do not copy or frame the content found there.

8. Unsolicited Information Provided by You

The Company does not want you to, and you should not, send any confidential or proprietary information to the Company through this Site unless specifically requested by the Company. Please note that any unsolicited information or material sent to the Company will be deemed not to be confidential or proprietary. By submitting information and material to this Site, you grant to the Company (or warrant that the owner of such information and material has expressly granted to the Company) a royalty-free, perpetual, irrevocable, unrestricted, right and license to use, reproduce, display, perform, modify, adapt, publish, translate, transmit and distribute or otherwise make available to others such information and material (in whole or in part and for any purpose) worldwide and/or to incorporate it in other works in any form, media, or technology now known or hereafter developed. You also agree that the Company is free to use any ideas, concepts, know-how or techniques that you send to either of them for any purpose.

The Company does not want to receive, and you are deemed to agree through the use of this Site not to provide, any information or materials to the Company that are defamatory, threatening, obscene, harassing, in violation of any law, governmental requirements or otherwise unlawful, or that incorporate the proprietary information or materials of another person or entity. If you provide any such information, it is agreed that you are solely responsible and liable for any damages or other harm resulting from such submission.

You shall not upload, post or otherwise make available on this Site any information and material protected by copyright, trademark or other proprietary right without the express written permission of the owner of such right(s). You shall be solely liable for any damages resulting from any infringement of copyright, proprietary rights, or any other harm resulting from such a submission.

9. Notice of Copyright Infringement

We respect the intellectual property of others, and we ask our users to do the same. To the extent that you have provided any work and if you believe that your work has been copied and is accessible on this Site in a way that constitutes copyright infringement, please provide the Copyright Agent (as identified below) with the following information:

- (a) identification of the copyrighted work claimed to have been infringed;
- (b) identification of the allegedly infringing material on the Site that is requested to be removed;
- (c) your name, address and daytime telephone number, and an e-mail address if available, so that the Company may contact you if necessary;
- (d) a statement that you have a good faith belief that use of the copyrighted work is not authorized by the copyright owner, its agent or the law;
- (e) a statement that the information in the notification is accurate and, under penalty of perjury, that the signatory is authorized to act on behalf of the owner of an exclusive copyright right that is allegedly infringed; and
- (f) an electronic or physical signature of the copyright owner or someone authorized on the owner's behalf to assert infringement of copyright and to submit the statement.

The Copyright Agent for Notice of claims of copyright infringement on the Site can be reached at p.e.cannon@turbineair.com

You may also send a written notice of alleged copyright infringement to the Company's designated agent at the following address:

If by First Class Mail:

Copyright Agent for Notification of Claimed Infringement

Turbine Aircraft Services, Inc., 4550 Jimmy Doolittle Drive, Addison, TX 75001

If by Facsimile:

Attn: Mitsubishi Copyright Agent
972-248-3321

10. Limitation of Liability

YOUR USE AND BROWSING OF THE SITE IS AT YOUR RISK. IF YOU ARE DISSATISFIED WITH ANY OF THE SOFTWARE, MATERIALS, PRODUCTS OR SERVICES CONTAINED IN THE SITE, OR WITH ANY OF THESE TERMS AND CONDITIONS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO REQUEST THE REMOVAL OF YOUR CONTENT FROM THE SITE AND/OR TO DISCONTINUE ACCESSING AND USING THE SITE.

UNDER NO CIRCUMSTANCES WILL THE COMPANY OR ITS SUPPLIERS OR OTHER THIRD PARTIES MENTIONED ON, OR INVOLVED IN CREATING, PRODUCING, OR DELIVERING THIS SITE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, INDIRECT, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION OR LOSS OF BUSINESS INFORMATION OR DATA) ARISING OUT OF YOUR ACCESS TO, USE OF, INABILITY TO USE OR THE RESULTS OF USE OF THIS SITE OR THE MATERIALS, ANY WEB SITES LINKED TO THIS SITE, OR ANY MATERIALS CONTAINED AT ANY OR ALL SUCH SITES (INCLUDING BUT NOT LIMITED TO THOSE CAUSED BY OR RESULTING FROM A FAILURE OF PERFORMANCE; ERROR; OMISSION; LINKING TO OTHER WEB SITES; INTERRUPTION; DELETION; DEFECT; DELAY IN OPERATION OR TRANSMISSION; COMPUTER VIRUS; COMMUNICATION LINE FAILURE; OR DESTRUCTION, UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF ANY COMPUTER OR SYSTEM), WHETHER BASED ON WARRANTY, CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT THE COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE COMPANY SHALL NOT HAVE ANY LIABILITY OR RESPONSIBILITY FOR ANY ACTS, OMISSIONS OR CONDUCT OF ANY USER OR OTHER THIRD PARTY.

The obligations and responsibilities of the Company regarding its respective products and services, if any, are governed solely by the terms and conditions of sale or license under which such products and services are sold or licensed. Copies of such terms and conditions are available directly from the Company.

11. Changes

All content contained herein is subject to change without notice, but the Company has no responsibility to update any information on this Site. The Company reserves the right to change or modify the terms and conditions applicable to the use of this Site at any time. Such changes, modifications, additions, or deletions to the terms and conditions of use shall be effective

immediately upon notice thereof, which may be given by any means including, but not limited to, posting new terms and conditions on the Site. Any use of the Site after such change or modification shall be deemed to constitute acceptance by you of such changes, modifications, additions, or deletions. Because they will be binding on you, you should revisit these terms from time to time. The Company may terminate, change, suspend or discontinue any aspect of the Site, including the availability of any features of the Site, at any time. The Company may also impose limits on certain features and services or restrict your access to parts of the Site without notice or liability.

12. Termination

This Agreement and the licenses granted herein will terminate automatically and without notice if you fail to comply with any term or condition of this Agreement; provided, however, that all provisions relating to disclaimers, limitation of liability, copyright, trademarks and other proprietary rights of the Company shall survive the termination of this Agreement.

13. International Users and Export Restrictions

This Site is administered by Turbine Air Services from its offices (within the United States of America.). Neither the Company nor Turbine Air Services makes any representation that all products, services or programs, if any, are available in your country or that materials published at this Site are appropriate or legally available for use at locations outside of the United States. Access to such materials from territories where their contents are illegal is prohibited. You may not use the Site or transfer, download or use any information or materials in violation of U.S. laws and regulations, including those relating to export controls. This Agreement is expressly made subject to any laws, regulations, orders, or other restrictions on the export from the United States of the Materials or information about the Materials that may be imposed from time to time by the government of the United States. You shall not export the Materials or information about the Materials without the consent of the Company and compliance with such laws, regulations, orders or other restrictions. If you access the Site from a location outside of the United States, you are responsible for compliance with all local laws. By your use of this Site, you represent and warrant to the Company that you are in compliance with all laws applicable to your use of this Site.

14. Jurisdiction

This Agreement shall be construed according to the laws of the United States and the State of Texas, with venue and jurisdiction residing in state and federal courts in Dallas County, Texas.

15. Entire Agreement

This Agreement, including any and all subsequent modifications and changes by the Company, constitutes the entire understanding between you and the Company pertaining to this Site and supersedes all previous communications, representations and agreements, whether oral or written, relating to the Site. If any part of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect.

16. Copyright

This Site, including all information and Materials contained in it, are copyrighted and protected by worldwide copyright, trademark and other laws and treaty provisions. You agree to comply with all copyright, trademark and other laws worldwide in your use of this Site and to prevent any copying, reproduction, modification, distribution, displaying, performing or transmission in violation thereof or of these terms and conditions. Except as expressly provided in these terms and conditions, the Company does not grant any express or implied license or third party right to you under any patents, trademarks, copyrights or trade secret information of the Company or of any third party.

17. Copyright Notice

All design, text, graphics and the selection and arrangement thereof connected with this Site are the property of the Company.

18. Trademark

This Site contains many Company and third-party trademarks and service marks. All marks are the property of their respective companies. All rights in the intellectual property contained in this Site including copyright, trademarks, trade secret and patent rights are reserved. Access to this Site does not constitute a right to copy or use any of the intellectual property of the Company. Statutory notice contained herein represents trademark status in the United States.

19. Transfer Restrictions

You shall not sublicense, transfer or assign this Agreement or any of the rights or licenses granted under this Agreement. Any attempted transfer in violation of the foregoing is void.