

LIMITED LICENSE AGREEMENT

WHEREAS, Licensor owns certain copyrights, trademarks and other rights in its NetJets' film footage, marketing materials, high resolution images posted on the www.netjets.com Web site, high resolution images posted on the marquisjet.com Web site, and any other materials or information related to the NETJETS® brand (the "Works"); and

WHEREAS, Licensee wishes to use, display, download, distribute, and reproduce ("use") such Works.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby agree as follows.

1. License Grant and Scope. Subject to the terms and conditions of this Agreement, Licensor grants to Licensee a royalty-free, non-exclusive license to use copies of the Works in the United States as specified in Exhibit A hereto. Licensee understands and acknowledges that no use may be made of the Works until such time as this Agreement has been approved by Licensor in writing. Licensee agrees and warrants that its use of the Works will be limited to those intended uses specifically identified in Exhibit A. Any additional uses of the Works are unauthorized unless approved by Licensor in writing.
2. Ownership. Subject to the rights granted in this Agreement, Licensee acknowledges that Licensor is the sole owner of all rights, title, and interests in the Works, and shall not challenge the rights of the Licensor therein. This limited license shall not be construed to create any exchange of ownership of any intellectual property rights held by the Licensor. Any and all works, including derivative works, created from the Works are agreed to be sole property of NetJets.
3. Reservation of Rights. Licensor expressly reserves all rights with respect to the Works not granted to Licensee under this Agreement. Without the prior written approval of Licensor, Licensee shall not: (i) exceed the scope of the rights granted herein; (ii) modify or create derivative works of the Works or (iii) sublicense or assign any or all of the rights granted to Licensee hereunder to any third party.
4. Term. The term of this Agreement shall begin on the date first identified herein and will continue as identified herein, or until revoked by the Licensor.
5. Termination. Licensor may terminate this agreement at its discretion. Licensee may terminate this Agreement upon 30 days written notice to Licensor. At termination,

all copies of the Works previously provided by Licensor to Licensee shall be returned to Licensor. Upon termination, all rights granted to Licensee under this Agreement shall terminate and immediately revert to Licensor and Licensee shall discontinue all use of the Works.

6. Governing Law. This Agreement shall be governed by and construed according to the laws of the Commonwealth of New Jersey. Licensee shall submit to the jurisdiction of the state and federal courts of the state of New Jersey.

7. Notices. All notices, reports, requests, approvals and other communications required or permitted under this Agreement must be in writing. They will be deemed given when (a) delivered personally, (b) sent by confirmed facsimile, (c) sent by commercial or overnight courier with written verification of receipt, or (d) sent by registered or certified mail, return receipt requested, postage prepaid. All communications must be sent to the receiving party's initial address for notice given on the signature page of this Agreement or to such other address that the receiving party may have provided for purposes of notice by notice as provided in this section.

8. Complete Agreement; Amendments. This Agreement constitutes the entire understanding between the parties of the subject matter covered by this Agreement. No modification or amendment of this Agreement shall be effective unless in writing and signed by duly authorized representatives of both parties.