Fill in this information to identify the case:

Debtor _____

United States Bankruptcy Court for the: _____ District of _____

Case number _____

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Official Form 410

Proof of Claim

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) **that you received.**

Part 1: Identify the Claim

1. **Who is the current creditor?**

AIMS International Limited
Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor _____

2. **Has this claim been acquired from someone else?**

☑ No
☐ Yes. From whom? _____

3. **Where should notices and payments to the creditor be sent?**
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?

AIMS International Limited
Name
367 Syngrou Avenue
Number Street
Athens, Greece 17654
City State ZIP Code
Contact phone +30 210 940 2300
Contact email aims@aimsmail.com

Where should payments to the creditor be sent? (if different)

AIMS International Limited
Name
P. O. Box 74184
Number Street
Dubai, UAE
City State ZIP Code
Contact phone +971561317184
Contact email aims-jb@aimsmail.com

Uniform claim identifier for electronic payments in chapter 13 (if you use one):

_ _

4. **Does this claim amend one already filed?**

☑ No
☐ Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?**

☑ No
☐ Yes. Who made the earlier filing? _____



Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. **Do you have any number you use to identify the debtor?**
☑ No
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ____ ____ ____ ____

7. **How much is the claim?** $ 56,908.00 . **Does this amount include interest or other charges?**
☑ No
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. **What is the basis of the claim?**
Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
Software License Rental & Support 01-Jan 2013 to 03-May 2016

9. **Is all or part of the claim secured?**
☑ No
☐ Yes. The claim is secured by a lien on property.

Nature of property:
☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim.*
☐ Motor vehicle
☐ Other. Describe: _____

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Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: $_____
Amount of the claim that is secured: $_____
Amount of the claim that is unsecured: $_____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: $_____

Annual Interest Rate (when case was filed)_____%
☐ Fixed
☐ Variable

10. **Is this claim based on a lease?**
☑ No
☐ Yes. **Amount necessary to cure any default as of the date of the petition.** $_____

11. **Is this claim subject to a right of setoff?**
☑ No
☐ Yes. Identify the property: _____

12. **Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☑ No

☐ Yes. *Check one:*

	Amount entitled to priority
☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	$_____
☐ Up to $2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	$_____
☐ Wages, salaries, or commissions (up to $12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	$_____
☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	$_____
☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	$_____
☐ Other. Specify subsection of 11 U.S.C. § 507(a)(__) that applies.	$_____

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☑ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 06/24/2016
MM / DD / YYYY


Signature

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Print the name of the person who is completing and signing this claim:

Name: Chris Williams
First name Middle name Last name

Title: Contracts & Receivables Manager

Company: AIMS International Limited
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address: 367 Syngrou Avenue
Number Street

Athens, GREECE 17654
City State ZIP Code

Contact phone: +30 210 940 2300 Email: aims@aimsmail.com

AIMS International Limited

INVOICE

Correspondence Address:
The Address Downtown Dubai
Moh'd Bin Rashid Blvd., Suite 2407
P.O. Box 74184, Dubai, U.A.E.
Fax Int'l (U.K.): +44.20.7681.1978
Email: aims@aimsmail.com

Registered Office:
Jebel Ali FZA
Dubai, U.A.E.
Registered No. 163811

Invoice No: 160622A

Date: 22-Jun-16
(DD/MM/YYYY)

To: HELI-ONE CANADA INC.
4740 Agar Drive
Richmond, BC V78 1A3 Canada
For Software/Licensing Invoices
550-4810-995-772

Salesperson	P.O. Number	Delivery Date	Ship Date - Via	Ordered By	Terms
OFC	As per Agreement	N/A	N/A	Scott Murray	As per License Agreement

DESCRIPTION	AMOUNT
AIMS ASP License & Support Services Fatigue Risk Management System = $1,398 X 12 Months (01-Jan to 31-Dec-2013) = $16,776 Fatigue Risk Management System = $1,398 X 12 Months (01-Jan to 31-Dec-2014) = $16,776 Fatigue Risk Management System = $1,398 X 3% Annual Increase = $1,440 X 12 Months (01-Jan to 31-Dec-2015) = $17,280 Fatigue Risk Management System = $1,440 X 3% Annual Increase = $1,483 X 4 Months & 3 Days (01-Jan to 03-May-2016) = $6,076	56,908.00

DUE DATE	22-Jun-16	TOTAL INVOICE (USD)	56,908.00

Any customization development will start after receipt of your Total Due amount and will be delivered according to our quotation.
All past due amounts are automatically charged a Late Payment Fee as per our Agreement, assessed at a daily rate from the Due Date of the Invoice.

PAYMENT INSTRUCTIONS

Please make your payments by transferring all funds (no cheques or cash) in US Dollars to the following bank:

Bank Name:	**EMIRATES NBD**
Swift Code:	EBILAEAD
Bank Address:	Al Qusais Branch, Damascus Street, P.O. Box 777, Dubai, U.A.E. Tel: +971.4263.8777, Fax: +971.4261.1145
Beneficiary Account Name:	**AIMS International Limited**
Int'l Bank Account Number (IBAN) (USD):	AE430260000514880041902
Reference	AIMS ASP Services

THANK YOU FOR YOUR BUSINESS!!!

A.I.M.S. PACKAGE SOFTWARE ASP LICENSE & SUPPORT AGREEMENT

BETWEEN - and -

HELI-ONE CANADA INC. 4740 Agar Drive Richmond, BC V7B 1A3 (The "LICENSEE")	**AIMS Int'l Ltd** *(Registered Address in* **Jersey, UK***)* (Address for Correspondence) Suite M658, 72 New Bond Str. London, W1S 1RR United Kingdom (The "LICENSOR")

Whereas the LICENSOR has created, developed and is marketing under an Application Service Provider (ASP) model, or as an on-site installed License, a software program under the tradename AIMS (referred hereafter as "AIMS PACKAGE"). This program is original and constitutes a copyrightable work.
Whereas the LICENSOR has all the rights arising out of their exclusive and absolute right of copyright.
Whereas the LICENSEE acknowledges the nature of the AIMS PACKAGE as a work protected by copyright.
Whereas the LICENSOR grants the LICENSEE a non-exclusive, non-transferable ASP license of the AIMS PACKAGE.

IN CONSIDERATION of the following mutual promises, and subject to the terms and conditions hereof, the LICENSEE and the LICENSOR have agreed as follows:

1. NATURE OF LICENSE

The LICENSOR shall grant the right to the LICENSEE to only access via the Web and use, as is, in object code format, under an ASP model, the following modules of the AIMS PACKAGE. . The modules listed below will cover all the requirements of the LICENSEE outlined in the Statement of Work (SOW) in Appendix "A" of this Agreement:

AIMS PACKAGE – PHASE 1 **Prices (USD $)**

ASP Software Rental and Support & Updates Fee	**Software Rental List Price**	**Support & Upgrades**
Core Base System	3,333	2,400
Crew Planning (Incl. Basic Leave Administration & Manpower Planning)	5,521	3,975
Automatic Crew Assignment, Fair Assignment Method	4,792	3,450
Crew Tracking (Incl. Basic Crew Training Records and HOTAC / Travel)	6,042	4,350
Automated Leave Management (Incl. Leave Bidding)	5,625	4,050
Establishment Planning I.	4,167	3,000
Crew Web Access to Personal and Flight Information	2,917	2,100
Automated E-mail /Fax / SMS Communication Facility	1,979	1,425
Report Generator	1,458	1,050
Sub-Total monthly cost for Software Rental & Support under an ASP model	**35,833**	**25,800**
Special 30% Discount on the Software Rental Fee only	- 10,750	0
Total monthly cost for Software Rental & Support under an ASP model	**25,083**	**25,800**
ASP Hardware Rental Fee		
ASP Hosted Version 40 Concurrent User License Fee	14,000	
Special Monthly Discount on Concurrent User License Fee	- 2,000	
Total monthly cost for the Hardware Rental Fee under an ASP model.	**12,000**	
AIMS 24 X 7 monthly Support Services	**5,500**	
Total monthly cost for the use of the AIMS PACKAGE – PHASE 1 under an ASP model (Sixty Eight Thousand Three Hundred and Eighty Three US Dollars...)	**68,383**	

SERVICES – PHASE 1

CONFIDENTIAL

TRAINING & IMPLEMENTATION ESTIMATED – PHASE 1	
Training (LICENSOR's location) 22 days @ $1,350 per day	29,700
Implementation (Onsite Go-Live Assistance at LICENSEE's location) 32 days @ $1,750 per day	56,000
Estimated Travel Expenses (Final expenses including Out of Base Allowances are to be invoiced at cost when known, and the relative debit or credit issued)	9,336
Project Management (electronic data transfer, etc.)	44,550
ASP – One-Time Charge (OTC) for Setup	**50,000**
Total price for above PHASE 1 SERVICES	**189,586**
(One Hundred and Eighty Nine Thousand Five Hundred and Eighty Six US Dollars ....)	

AIMS PACKAGE – PHASE 2

ASP Software Rental and Support & Updates Fee	**Software Rental List Price**	**Support & Upgrades**
		Prices (USD $)
Operations Control / Flight Watch (incl. A/C Scheduling & MX Planning)	6,042	4,350
Automated Crew Training Planning & Tracking	7,917	5,700
Automated Crew HOTAC & Travel Management	5,729	4,125
Fatigue Risk Management System (FRMS)	1,146	825
Trip Trades	4,583	3,300
Sub-Total monthly cost for Software Rental & Support under an ASP model	**25,417**	**18,300**
Special 50% Discount on the Software Rental Fee only	- 12,708	0
Total monthly cost for the use of the AIMS PACKAGE – PHASE 2 under an ASP model	**31,008**	

SERVICES – PHASE 2

TRAINING & IMPLEMENTATION ESTIMATED – PHASE 2	
Training (LICENSOR's location) 15 days @ $1,350 per day	20,250
Implementation (Onsite Go-Live Assistance at LICENSEE's location) 21 days @ $1,750 per day	36,750
Estimated Travel Expenses (Final expenses including Out of Base Allowances are to be invoiced at cost when known, and the relative debit or credit issued)	6,476
Total price for above PHASE 2 SERVICES	**63,476**
(Sixty Three Thousand Four Hundred and Seventy Six US Dollars ....)	
Total monthly cost for the PHASE 1 & 2 AIMS PACKAGE under an ASP model	**99,391**
(Ninety Nine Thousand Three Hundred and Ninety One US Dollars...)	
Total price for the PHASE 1 & 2 SERVICES	**253,062**
(Two Hundred and Fifty Three Thousand and Sixty Two US Dollars ....)	

All prices quoted throughout this Agreement are in USD (US Dollars) and the monthly fee is calculated based on a minimum term of 60 months. The LICENSEE is liable for all 60 monthly payments even if he decides to stop using the AIMS Package for any reason prior to the termination of this Agreement, unless the Agreement is terminated sooner in accordance with section 14.

Any module listed in the table above may be exchanged with other modules as long as training has not commenced on that module, however LICENSEE must meet a minimum monthly spend of $99,391 in order for the same discount levels to be applied. In the event modules are cancelled causing the total monthly fee to drop below the minimum monthly spend then LICENSOR reserves the right to reduce the discount levels.
In the event that LICENSEE adds within 24months of the signing of this Agreement additional modules that are not listed above, then such modules will be provided at a discounted rate of 50% of the list price. This level of discount applies only if the minimum monthly fee of $99,391 is met.

In the event LICENSEE adds any new modules starting contract year 3 or beyond, LICENSEE at its option may:

(1) Extend the Agreement for a term of 60 months from the date the new module is added in order purchase the module at a discounted rate of 50% of the list price; or

(2) Add the module for a reduced term to co-terminate with the Agreement and original 60 month term in which case the following discounts will be applied:
During contract year 3: 25% discount
During contract year 4: 15% discount
During contract year 5: 5% discount

For any additional modules, the monthly recurring fees will be increased by the cost of the monthly software Support and Rental fee, however the monthly ASP and 24x7 Support fees will not change.

2. DELIVERY DATES
The AIMS PACKAGE will be set up and ready for access and use under an ASP model no later than three (3) weeks from the date of signing this Agreement. Delivery of each service or product will also be based on the AIMS Implementation Plan outlined in Schedule "A" of this Agreement.

3. PAYMENT METHOD
The agreed payment method is defined in the attached Schedule "B"

All payments to the LICENSOR will be made only by depositing the amount to a bank account specified, from time to time, in writing by the LICENSOR. On overdue amounts, interest charges are 1.5% (one and one/half percent) per month.

4. SALES TAXES, DUTIES
All prices quoted are NET. The LICENSOR will not add any taxes or VAT. If the LICENSEE must pay any duties, all of these charges are additional and will be paid by the LICENSEE

5. SOFTWARE CUSTOMIZATION
Any customization to the AIMS PACKAGE, besides those already agreed and appended to this document, will be discussed by the LICENSEE and the LICENSOR and outlined in a separate agreement stating cost and delivery dates. Any customization will be quoted based on the time and materials rates identified in the Pricing Schedule.

6. CONSULTANT FEES
In the event that LICENSEE requests Additional Services, as defined in the SOW then the daily rate (Consultant fee) of the LICENSOR for program customization, training, implementation, time spent on traveling, on-site support or any other similar type of service is currently one thousand three hundred and fifty US Dollars ($1,350) if services are provided at the LICENSOR's location, or one thousand seven hundred and fifty US Dollars ($1,750) plus expenses, out of base and travel expenses if services are provided at the LICENSEE's location.

7. OUT OF BASE AND TRAVEL EXPENSES
Airfare (economy class), reasonable accommodation (4 star hotel with internet connection included) and transportation (taxi or car rental – whichever is more economical) expenses are to be borne by the LICENSEE under all circumstances including installation, training, implementation, etc. Accommodation includes hotel and a daily Out Of Base Allowance of One Hundred and Ten US Dollar ($110) per each day out of base.
An estimate on the Out of Base and Travel Expenses has already been included in Paragraph 1, and the out of base and travel expenses of this paragraph will apply when the estimate has been exceeded and additional such services are necessary, which will also need to be pre-approved by the LICENSEE. All travel expenses, including those estimated in paragraph 1 must be pre-approved in writing by LICENSEE's Authorized Representative.

8. ANNUAL INCREASES
All fees are firm for the initial term of 36 months. All fees will not be increased by more than 3% annually for each contract year 4 and contract year 5 and for each renewal period. Such annual increases shall be applied to LICENSEE's costs as listed in the Pricing Schedule B.

9. LICENSOR'S RESPONSIBILITIES

The LICENSOR shall provide the following Support services to the LICENSEE with respect to the AIMS PACKAGE and any Customization ordered by the LICENSEE:
Support (by e-mail or fax and in by telephone in emergency situations or situations where LICENSOR is not responding to email or fax within the response times listed in the SLA) to LICENSEE'S AIMS PACKAGE Users (maximum of two (2)) trained by the LICENSOR or adequately trained by the LICENSEE.
All future improved releases of the AIMS PACKAGE modules (in the platform/database) for which the LICENSEE has a valid license will be provided at no extra cost. One (1) month's advance notice in writing will be given by LICENSOR of intention to upgrade the LICENSEE's installed version of the AIMS PACKAGE and the LICENSEE will have the option to delay implementation of the upgraded version for up to three (3) months from notification. During this period, the LICENSOR will continue to fully support the installed version of the AIMS PACKAGE.
Upgrades to the LICENSEE's current Customizations shall be provided to the LICENSEE by the LICENSOR with each new release of the AIMS PACKAGE at no extra charge. Current LICENSEE's Customizations are those listed in Appendix A.

A. In the event that the LICENSEE experiences software errors (with respect to the AIMS PACKAGE and Customization while this Agreement is in effect), the LICENSOR will correct them (at LICENSOR'S location) at no cost or charge to the LICENSEE.
   The LICENSOR will take real-time Raid 5 backups, daily hard drive and weekly tape backups. Power backups and all other benefits of being in a professional data center will be provided by the LICENSOR.
B. The LICENSOR shall, at its expense, procure all licenses and permits required to lawfully render the services and agrees to comply with all the status, ordinances and regulations which are applicable to the conduct of its services hereunder.

The LICENSOR will provide a password-protected FTP directory for downloading (maximum once a week) the database by the LICENSEE.
The LICENSOR will provide normal technical IT assistance for loading backups, changing passwords etc (with normal being defined as taking four (4) hours or less per month) during the duration of this Agreement. There is no limit on the number of support hours that may be required for problems, outages, upgrade support, etc.
Further information about support including service levels is defined in the attached Schedule C.

10. LICENSEE'S RESPONSIBILITIES

It is the LICENSEE's responsibility to ensure that all written guidelines provided to the LICNESEE pertaining to the safe operation of the AIMS PACKAGE (trained Users, etc.) be followed, and the LICENSOR assumes no responsibility in the event of loss of data or program malfunctions other than the LICENSOR'S obligations derived from the clause "LICENSOR'S RESPONSIBILITIES" or warranties expressed herein.
The LICENSEE is responsible for obtaining and maintaining all telephone, computer hardware and other equipment needed for its access to and use of the AIMS Package and shall be responsible for all charges related thereto including SITA addresses/costs and any fax costs in case he decides to use fax services out of the LICENSOR'S location. Notwithstanding the foregoing, LICENSEE shall not be responsible for any of the hosting infrastructure, including servers etc. required by LICENSOR for performance hereunder.

11. HARDWARE & SYSTEM SOFTWARE PREREQUISITES

In order to access and use AIMS under an ASP model, the LICENSEE must obtain access to the Internet, either directly or through devices that access Web-based content, and pay any service fees associated with such access. The LICENSEE must provide all equipment necessary to make such connection to the Internet, including a computer and modem or other access device.
It is also understood that in order for the current version of the AIMS PACKAGE to be fully operational under an ASP model, the following minimum hardware, system software and Internet Bandwidth must be provided by the LICENSEE at the LICENSEE'S expense.

a. Workstations with Windows 98b or newer version and minimum 256MB RAM and 4.5 GB hard disk in order to install the Access and Security Clients (Citrix) provided by the LICENSOR or Windows Terminals (Thin Clients).
b. Hewlett Packard (or 100% PCL compatible) laser printer(s).
c. Internet connection with a minimum 256 kbps bandwidth for each User.
d. Internet Explorer Version 5.5 , 6.0 or 7.0, Firefox, or Google Chrome. Other browsers not specifically listed here may also be supported upon request to LICENSOR, LICENSOR will confirm whether such other browser is supported.
e. Supported connection methods and network transports are TCP/IP+HTTPS.

The LICENSOR reserves the right to change above minimum Hardware, Software and Internet Bandwidth requirements at any time, provided the LICENSEE has been given one (1) month's advance notice in writing.

12. SECURITY AND STORAGE OF DATA

The security of the LICENSEE's data is maintained through the use of data encryption, data security protocols, passwords and other methods that the LICENSOR employs, or methods by which the LICENSOR may suggest or require that the LICENSEE employ. The LICENSEE agrees that the LICENSOR has no responsibility or liability, except in the case of willful misconduct, either for the deletion or failure to store any data transmitted by the LICENSEE or anyone else to the Services or the operation, or failure, or weakness of any data encryption, data security protocols, passwords or other security methods employed by the LICENSOR.

13. SUPPORT SERVICES & SLA AGREEMENT

At all times during the Agreement LICENSOR will provide support services in accordance with the attached SLA Schedule "C".

Support for both datacenter/hardware availability and AIMS Application Software will be 24 X 7 X 365. Standard support hours with full access to the AIMS support team by email (or by phone in the case of an emergency or in the event that escalation is required due to emails requests not being responded to within the SLA) are Monday through Friday 07:00 – 18:00 UTC winter time and 06:00 – 17:00 UTC summer time, and Saturdays 08:00 – 13:00 UTC winter time and 07:00 – 12:00 summer time, except public holidays.
Outside the above standard support hours, the following will apply:

- Access to a senior member (Consultant) of the AIMS support team on duty, outside the Standard Support Hours
- Support requests will be submitted to a special Emergency Support email address which will be provided by the LICENSOR. All such emails are also automatically forwarded by SMS to the Consultant on duty
- A response by phone call or email to reported issues will be given as per the SLA Agreement (Schedule C). A response may be an acknowledgement of receipt of the reported issue, or, on several occasions even a resolution to the reported issue.
- Consultant on duty is equipped with laptop and connection to the AIMS office server as well as connection to the LICENSEE's server contained within LICENSOR's data center, in order to connect and investigate the problem.
- Consultant on duty may not necessarily provide a resolution to all types of issues, and when this is the case, the SLA credits as described in the SLA Agreement (Schedule C) will go into effect until such time the issue is resolved.
- Support requests directed to the special Emergency Support email address outside the Standard Support hours will only be accepted and answered for issues with Severity Level 1 or 2 as defined in Schedule C.
  For all other communication including Severity Level 3 issues, the standard AIMS Support email address should be used.

14. VALIDITY, RENEWALS AND TERMINATION

This Agreement is valid for a minimum period of 60 months and shall come into effect when signed by both parties and shall be automatically renewed on a yearly basis under the same terms and conditions as contained herein, except in the event of the LICENSEE giving a minimum three (3) month's advance written notice of termination to the LICENSOR and as long as the LICENSEE has completed the minimum term of 60 months. LICENSEE's right to terminate or not renew this Agreement includes the right to terminate or not renew this Agreement, including any or all of the SOWs, in whole or in part, in accordance with the terms set forth herein. In the event of partial termination by LICENSEE, the charges payable under this Agreement will be equitably adjusted to reflect those Services that are terminated; and the rest of the Agreement shall remain in full force and effect.

(a) **Termination Event of Default.** LICENSEE may, upon the occurrence of an Event of Default by LICENSOR, terminate the Agreement and/or any SOW by providing Notice to LICENSOR and as of the date specified in the Notice of termination. In the event of termination by LICENSOR for any reason described herein, such termination shall be without charge to LICENSOR. An Event of Default shall not occur if solely due to a cause attributable to Force Majeure or the action or inaction of the Purchaser. In addition to any other causes referred to in the Agreement, each of the following events shall be deemed to an "Event of Default":

(i) LICENSOR breaches any of its duties or obligations under this Agreement and fails to cure such breach within five (5) business days of receipt of Notice which specifies details of such breach;

(ii) LICENSOR breaches any material duty or obligation under this Agreement which is not capable of being cured within five (5) business days;

(iii) Any material representation or warranty of LICENSOR, made pursuant to the Agreement is incorrect in a material respect when made or when deemed to be made, remains material when discovered ("Misrepresentation"), and, if the effect of such Misrepresentation, if curable, is not cured within ten (10) business days after the LICENSOR's receipt of Notice thereof. If the effect of such Misrepresentation is not curable, then Event of Default shall exist immediately upon receipt of such Notice; or

(iv) If the LICENSOR enters into liquidation (whether voluntary or otherwise except for solvent re-organization, if any distress or execution shall be levied on the LICENSOR's equipment and is not satisfied within thirty (30) business days of such levy, if the LICENSOR has a receiver, administrator, administrative receiver or manager appointed over the whole or any part of its assets, or if the LICENSOR compounds or makes any special arrangement with its creditors or commits any act of bankruptcy or suffers any analogous proceedings under foreign law.

(b) **Termination for Force Majeure.** LICENSEE shall be entitled to terminate this Agreement and/or any SOW if an event of Force Majeure, which affects LICENSOR's ability to perform or LICENSEE's ability to benefit from this Agreement, lasts for fourteen (14) calendar days or more.

(c) **Termination for Non-Performance.** LICENSEE may terminate the Agreement and/or any SOW in whole or in part should the LICENSOR fail to perform the Services as contracted in this Agreement; meaning (a) in the event that LICENSOR fails to meet contracted Service Levels in three (3) consecutive months or (b) in the event that LICENSOR fails to meet contracted Service Levels for any six (6) months in any consecutive twelve month period. Upon such Non-Performance, LICENSEE may terminate this Agreement and/or any SOW with immediate Notice and as of the date of termination no further payment shall be due.

(d) **Termination for Failure to Deliver.** In the event that LICENSOR fails to Deliver on any milestone in the Project Plan within ninety days (90) of its respective Delivery Date, and LICENEE has not agreed to an adjusted due date through a formal change request,, and further, that LICENSOR is the sole cause such delay, LICENSEE may at anytime thereafter, without prejudice to any other rights or remedies, terminate this Agreement and/or any SOW with immediate effect upon giving Notice to LICENSOR. Should LICENSOR believe LICENSEE to be the cause of such delay, LICENSOR must furnish evidence to show that they have previously notified LICENSEE of the delay caused by LICENSEE and LICENSEE has failed to cure such delay. If LICENSOR is the cause of the failure to deliver, then LICENSOR shall refund any amounts paid by LICENSEE for the Services.

(e) **Termination for Convenience.** LICENSEE may terminate the Agreement in whole or in part after for any reason upon providing 60 days Notice to LICENSOR, and as long as the LICENSEELICENSEE has completed the minimum term of 60 months.

(f) **Termination for Change of Control.** In the event of Change of Control of LICENSOR, then LICENSEE may, upon at least thirty (30) calendar days prior Notice, terminate this Agreement in its sole discretion as of a date specified in such Notice.

(g) **Extension of Termination Effective Date.** LICENSEE may extend the effective date of termination one or more times as it elects, at its sole discretion, provided that the total of such extensions shall not exceed one hundred and eighty (180) days following the original effective date of termination. LICENSOR shall in any event be paid for Services performed in accordance with the Terms of the Agreement up to the effective date of termination as extended.

(h) **Termination Assistance.** In the event of termination for any reason, LICENSOR shall cooperate with LICENSEE to assist in the orderly transition of Services to LICENSEE and/or to any third party as LICENSEE may reasonably

direct in a professional manner, using reasonable efforts to avoid any disruption or interruption to the products or Services. Termination Assistance Services are defined in the respective SOW.

In the event of Termination for: (a) Event of Default, (b) Non-Performance, (c) Failure to Deliver, or (d) Change of Control then Termination Assistance will be provided at no cost. In the event of Termination for: (a) Convenience, (b) Force Majeure, or (c) Change of Control, then Termination Assistance will be provided at the time and materials rate defined in the respective SOW. Termination Assistance shall be provided until the end of the Transition Period. For clarification purposes, the Transition Period shall be defined as the date the termination Notice has taken effect until the date of service cutover. This subsection shall survive the termination or other conclusion of the Agreement.

(i) **Termination for failure of Payment.** If LICENSEE's obligation for payments to LICENSOR are not met within 30 days from the invoice payment due date, the LICENSOR will grant an additional 30 days (total 60 days) to use the AIMS License giving at the same time a 30 day notice to the LICENSEE. Following these 60 days if LICENSEE fails to meet his obligations, the LICENSOR reserves the right to terminate the Agreement and discontinue the services and demand all remaining payments up to the day the services ceased or up to the end of the 60 month term period (whichever is the latest).

15. SOFTWARE TERMS AND CONDITIONS

All programs licensed to the LICENSEE hereunder remain the property of the LICENSOR and/or LICENSOR'S successors and assignees.
The LICENSEE is only given the license to use the AIMS PACKAGE via the web under an ASP model, exclusively for the use of LICENSEE, and may not distribute copies of the programs or documentation to others, or transfer ownership to any other third party, irrespective of its connection (subsidiary, controlled company, etc.) of the LICENSEE.
All other powers or rights not explicitly licensed to the LICENSEE remain with the LICENSOR (copyright owner).

The AIMS PACKAGE and all Customizations licensed to be used under an ASP model at this price can support up to two thousand eight hundred and eighty (2,880).Crew members (the current 2,400 crew allowing for 20% growth). For every additional twenty percent (20%) crew member increase, the additional cost would be 10% of the current monthly cost for the software rental and software support fee.
The LICENSOR may, upon violation of the conditions of this clause and of the CONFIDENTIALITY clause, give the LICENSEE notice of such violation and allow the LICENSEE thirty (30) days to remedy such breach. In the event that the LICENSEE is unable to remedy such breach within the time specified, the LICENSOR may suspend the Services by giving written notice to the LICENSEE

16. OWNERSHIP OF SYSTEM AND DATA

The LICENSEE acknowledges that all program files are the sole exclusive property of the LICENSOR and the LICENSOR acknowledges that all database data is the exclusive property of the LICENSEE. The LICENSOR reserves the right to download in password protected, zipped files the database files for disaster recovery / backup purposes. The LICENSEE is free to download the database files once per week and only during off business hours (GMT 18:00 – 06:00) for their own uses.
Data will be available online real-time for a twenty four (24) month period, and on backup tape(s) for sixty (60) months

17. REPRESENTATIONS & WARRANTY

Performance Warranty. LICENSOR represents and warrants that the Services shall be performed in accordance with the Service Levels or LICENSOR shall promptly and at LICENSOR sole cost and expense, make any and all adjustments necessary so that the Services are performed in accordance with the Service Levels.

Compliance with Laws and Specifications. LICENSOR represents and warrants that the Services conform to and comply with all Laws and such Services' applicable Specifications. In the event of any changes in law occurring after Acceptance of the applicable Services, LICENSEE may require that such Services are changed to be in compliance the law.

Workmanship. LICENSOR represents and warrants that the Services will be performed in a good, workmanlike, timely, and professional manner by qualified persons fully familiar with the requirements for the Services.

LICENSOR Authority. LICENSOR represents and warrants that it has all power and authority necessary to enter into this Agreement.

18. LIMITATION OF LIABILITY

In no event whatsoever will the LICENSOR be liable to the LICENSEE, nor shall the LICENSEE be liable to the LICENSOR under any legal theory, tort, contract, or otherwise, for any lost profits, lost savings or other incidental or consequential damages arising out of the use of, or inability to use the hardware, software or services, even in the case of the LICENSOR or the LICENSEE being advised of the possibility of such damages.

The LICENSOR agrees to indemnify, defend and uphold the LICENSEE against any claims, which may be asserted against the LICENSEE that his AIMS license infringes any patent, trademark, trade name or copyright. This obligation to indemnify shall only apply if the LICENSEE gives the LICENSOR written notice of any such claim within thirty (30) days of LICENSEE'S notice of the claim and that the LICENSEE cooperates fully in the defense of the claim, and enters into no settlement of the claim without the LICENSOR'S prior written consent.

19. INTELLECTUAL PROPERTY RIGHTS

LICENSEE Intellectual Property Material. Material subject to intellectual property ownership ("IP Material) owned by LICENSEE will remain owned by LICENSEE. Derivative works as that term is used in the U.S. Copyright Act ("Derivatives") of IP Material owned by LICENSEE created in the course of performing the Services, whether created by LICENSOR, LICENSEE , or jointly between the Parties will be owned by LICENSEE and they will be part of LICENSEE 's IP Material.

LICENSOR Intellectual Property Material. IP Material owned by LICENSOR will remain owned by LICENSOR. If Derivatives of IP Material owned by LICENSOR are created in the course of performing Services, whether by LICENSOR, by LICENSEE , or jointly between the Parties, LICENSOR will also own those Derivatives as part of LICENSOR's IP Material subject to a license to LICENSEE as specified in this Agreement.

20. INTELLECTUAL PROPERTY INFRINGEMENT

Without prejudice to the other rights and remedies, the LICENSOR shall undertake all reasonable efforts to cure any alleged infringement of third party intellectual property rights arising directly or indirectly from LICENSOR's products or services by making such products or services non-infringing. In addition, LICENSOR shall fully indemnify, defend and hold harmless the LICENSEE against any and all actions, claims, demands, proceedings, damages, costs, charges and expenses (include without limitation legal fees and costs and consequential loss and damage resulting directly or indirectly at any time from the purchase, exploitation, marketing, supply or other use of the goods) in respect of any alleged or actual infringement of any patent, registered design, copyright, trademark or other intellectual property right arising directly or indirectly from LICENSOR's goods or services.

21. INSURANCE

Within 45 days from the date this Agreement is signed, LICENSOR shall obtain the following insurances and will maintain such insurance policies for the duration of the Agreement.

(a) General Liability. LICENSOR shall maintain comprehensive general liability insurance for bodily injury and products and operations coverage in an amount not less than the higher of US$4 million or such other amount carried by LICENSOR.

(b) Employer's Liability and Workers Compensation. LICENSOR shall carry and maintain Employer's Liability and Worker's Compensation insurance in an amount of not less than US$2 million per occurrence.

LICENSOR shall at the LICENSEE 's request produce for inspection any such policy or policies or such documentary evidence of the same, including but not limited to providing evidence that the General Liability policy includes products and operations coverage and contractual liability and that LICENSEE is added as an additional insured. In addition, LICENSEE may request and LICENSOR shall produce evidence of payment of premium as the LICENSEE may require. Such insurances shall name the LICENSEE as additional insureds and shall be endorsed to provide waivers of underwriter's rights of subrogation against such persons.

Any substantial modification, including cancellation, to the above insurance coverages may only become effective forty five (45) days after written notification to LICENSEE.

22. CONFIDENTIALITY

The contents and terms of this Agreement, all correspondence pertaining to the use of the Service by the LICENSEE, and any other information agreed between the parties to be confidential, are deemed to be confidential ("Confidential Information") and shall not be disclosed to any other parties without the consent of the LICENSEE or the LICENSOR (the Disclosing Party and the Receiving Party as the case may be).
The obligations under this article shall survive indefinitely regardless of the cancellation or termination of this Agreement and will apply to both parties, the LICENSEE and the LICENSOR.

The restrictions set out in this Article 23, shall not apply to Confidential Information that:
(a) is now, or which hereafter becomes, through no act or failure to act on the part of the Receiving Party, generally known or available to the public without breach of this Agreement;
(b) is known to the Receiving Party at the time of its disclosure by the Disclosing Party, provided that the Receiving Party can satisfactorily demonstrate such prior knowledge and that such knowledge was not gained from third parties through breach of an obligation of confidentiality or secrecy;
(c) is independently developed by the Receiving Party without access or reference to the Disclosing Party's Confidential Information;
(d) is hereafter furnished to the Receiving Party in good faith by a third party without breach by such third party, either directly or indirectly, of an obligation of confidentiality or secrecy to the Disclosing Party;
(e) is required by law to be disclosed; provided, however, that, in the event disclosure is required by law, the Receiving Party will provide to the Disclosing Party prompt notice of such requirement in order to enable the Disclosing Party to seek an appropriate protective order unless the provision of such notice would be contrary to law; or is approved for such use or disclosure by written authorization of the Disclosing Party.

23. NOTIFICATION

All notices or communications to be given hereunder to or upon the respective parties hereto, shall be deemed to have been duly given, or made when delivered personally, or Twenty One (21) days after posting by prepaid registered express air mail to the party to which such notice or communication is required to be given, or made under this Agreement addressed as follows:

A. If to the LICENSOR at:
Attn: Mr. John Bethanis
AIMS Int'l Ltd.
Suite M658, 72 New Bond Street
London W1Y 9DD, United Kingdom
Tel: ++44.207.681.3999
Fax: ++44.207.681.1978
Email: aims@aims.aero

B. If to the LICENSEE at:
Attn.: Global Contracts Manager
Heli-One Canada Inc.
4740 Agar Drive
Richmond, BC, V7B 1A3Fax : 604-279-2460
Email: doug.turner@heli-one.ca

or to any such other address as the respective parties hereto, may hereafter specify to the other in writing.
A notice may alternatively be served or given by e-mail or fax, and such service shall be deemed to have been effective upon receipt of a hard copy of such e-mail or fax sent by prepaid registered express air mail.

24. DISPUTE RESOLUTION

The parties undertake to settle all disputes arising among them due to execution or interpretation of this Agreement through bilateral talks, in a direct and friendly way. Should the dispute not be settled by and between the parties, the only authority to resolve such disputes would be the Courts of United Kingdom, specifically the District Court of London. English Law shall be applicable, especially the English Copyright Law.

25. SURVIVAL OF OBLIGATION

All obligations of the LICENSOR and the LICENSEE shall survive the termination of the present agreement and such obligations are deemed to survive until they have been fully met, completed, or expired by their nature.

26. SEVERABILITY

In the event that any provision of this Agreement is rendered void, invalid, or unenforceable in a certain jurisdiction then such provision (or part thereof) may be severed from this Agreement without affecting the remaining provisions hereof, as long as such severance does not have a material adverse affect on the performance of this Agreement.

27. WAIVER

A waiver by either party of any term or condition of this Agreement, in any one instance, shall not be deemed or construed to be a waiver of such terms or conditions, or any subsequent breach thereof.

28. FORCE MAJEURE

Neither party shall be liable to the other in the event that their performance under this Agreement is delayed or prevented by an event not reasonably within the party's control and for which the said parties have assumed will not occur and for which the non performing party cannot overcome or correct by the exercise of reasonable diligence, at reasonable expense.

29. PARAGRAPH HEADINGS

The paragraph headings and subparagraph headings in this Agreement are solely for convenience and shall not be considered in the interpretation.

30. ENTIRE AGREEMENT

This document contains the entire Agreement between the parties hereto, and supersedes all prior negotiations and /or agreements, whether written or oral. It may be amended only in writing and signed by a duly authorized officer from each party. Any conflicting provision contained in any unilateral document shall be deemed null and void.
This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one agreement.

The parties agree that the initial exchange of signed copies can be via fax or electronic transmission and will be deemed to be original signatures. Signed originals shall follow promptly.
DATED as of this 20th day of October, 2011 and signed on behalf of the LICENSEE and the LICENSOR by their respective officers duly authorized on their behalf:

AIMS Int'l Ltd. :
(the 'LICENSOR')

By: _____
(signature)

John Bethanis
(print full name)

General Manager
(title)

HELI-ONE CANADA INC.
(the 'LICENSEE')

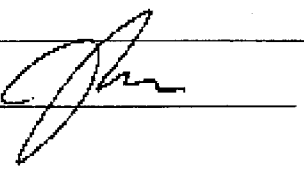
By: _____
(signature)

Paul King
(print full name)

VP & CIO
(title)

CONFIDENTIAL

Appendix A to the Agreement
Statement of Work #1
Crew Scheduling System
H110-015

Approval	
Name, Title & Signature	**Date**
Paul King:  VP & CIO	31 October, 2011
John Bethanis:  General Manager	02 November, 2011

CONFIDENTIAL

1 GENERAL

1.1 SCOPE OF DOCUMENT

This Statement of Work (SOW) is governed by the terms and conditions and forms part of the ASP Agreement. This SOW outlines the requirements and deliverables for the creation, delivery and implementation of the AIMS Package, collectively referred to as the Services. Any changes to this document shall be mutually agreed upon by both parties' Authorized Representatives.

1.2 DEFINITIONS

Term	Explanation
Additional Services	Defined in section 4 of Schedule B 'Pricing and Payment'
Agreement	The A.I.M.S. PACKAGE SOFTWARE ASP LICENSE AND SUPPORT Agreement combined with any SOWs, Appendices and Schedules attached thereto.
AIMS Package	All modules, support and hosting services, as defined in section 1 of the Agreement including any additional modules or services added during the Agreement.
Authorized Representative	The person or persons authorized by each company to approve travel expenses, customization and any Additional Services, and are defined in section 1.3 of this SOW.
Consultant	Senior member of the AIMS support team
Consultant Fee	The rates applied for Additional Services, training days, and dedicated travel days and is further defined in section 6 of the ASP Agreement.
Emergency Support	Support required outside of the Standard Support Hours for severity 1 or 2 issues.
FTP	File Transfer Protocol
Implementation Plan	The plan attached as Attachment 1 to Schedule A
LICENSEE	Heli-One Canada Inc. and any affiliates
LICENSOR	AIMS Int'l Ltd
Performance Credits	Amount credited to LICENSEE in the event that LICENSOR does not meet SLAs
Renewal Period	Every 1 year period that the Agreement remains in effect after the initial Term unless the parties negotiate a longer renewal of the Agreement
Service Levels or SLAs	The guarantees made by LICENSOR in relation to the performance of the Services as further defined in Schedule C
Services	Collectively, all services provided by LICENSOR including the AIMS Package, software, hardware, hosting services, support, consulting and any Additional Services
Specifications	The minimum requirements of the AIMS Package as further defined in section 2 of this SOW
Standard Support Hours	The hours of standard support (all severity issues or other support requirements) as defined in section 13 of the ASP Agreement.

1.3 PROJECT MANAGEMENT & AUTHORIZED REPRESENTATIVES

LICENSEE:

Program Manager	**Authorized Representative**
Scott Murray	Brad Shaw or Scott Murray
E-scott.murray@chc.ca	E-mail brad.shaw@chc.ca or
Phone: +44 1224 846017	scott.murray@chc.ca
	Phone +1 604 232 7378 or +44 1224 846017

LICENSOR:

Program Manager	**Authorized Representative**
Andrew Linthwaite	Glen Bethanis
E-mail aims-al@aimsmail.com	E-mail gb@aimsmail.com
Phone 011.30.940.2300	Phone 011.30.940.2467

2 SPECIFICATIONS

2.1 SYSTEM OVERVIEW

LICENSOR shall provide the Services necessary to implementation and provide ongoing hosting and support services for a Crew Scheduling System based on the Specifications and other requirements provided in this SOW with the goal of:

- Providing ongoing annual cost savings;
- Harmonization and automation of crew scheduling processes, while maintaining flexibility to configure for local regulatory, labour and contract requirements;
- Integration with other business systems to allow for improved forecasting and reduction in manual input / human error;
- Increased efficiency;
- Global visibility of and access to Crew;
- Improved and audibility reporting and visibility to our customers;
- Improved checks & controls;
- Continual optimization of processes;
- Scenario management for new customer / contract opportunities.

The modules of the Crew Scheduling system being implemented for LICENSEE shall at a minimum meet the requirements as outlined below in section 2.2.

2.2 MINIMUM CREW SCHEDULING TOOL REQUIREMENTS

The below provides an overview of key requirements for a Crew Scheduling System. Specific regional requirements, such as rules, labour agreement requirements, etc. are to be evaluated by the LICENSOR after the signing of the Agreement.

General	• Have flexibility to configure parameters (work rules) at the base level based on labor agreements, regulatory and local customer contract requirements; • Have the capability to link to customer contract, training & qualifications and the HR profile; • Incorporate the HR profile which identifies personnel information, qualifications, rating, etc. in order to schedule against qualifications; • As part of the HR profile in the system, track who is available on days off (eg: identify commuters, who want to be called on their days off) and who is available to work in other regions.
Capacity Planning	• System should have capability to do various scenarios without publishing to 'live' system for new contract analysis, scheduling analysis, budgeting purposes, etc. • Risk assessment & Scenario analysis – provide analysis in terms of under-man exposure, overtime, contractual penalties, and providing scenario that will provide least disruptive and other exposure to CHC. • Produce capacity plan that provides required head count (Man Power Available).
Long Term Planning & Scheduling	• Import of flight schedule • Automated optimization of schedule; • Contain ability to consider Crew preferences as part of Schedule. Potential requirement to include bidding option for the crew; • Crew pairing (ability to manually enter suggestions or restrictions); create pairing • Include Training requirements in schedule (SIM training, etc); • Identify aircraft maintenance days; • Identify fleet / aircraft type; • Flag any travel requirements (based on HR profile home base vs. location of work) including interface to booking tool; • Optimize Schedule to reduce travel requirements (eg: based on crew home location vs. destination of operation); • Include any leave (planned, unplanned, etc) in the schedule; • Schedule against crew qualifications; • Flexible scheduling pattern (e.g.: 14 on/off, 42 day tour, etc); • Ability to customize the optimal over/under # of crew based on region; • Visibility of over/under, ratios etc.; • Identify total work days vs. target work days; • Schedule adjustments in terms of scenarios without publishing to live system; • Breach warnings / other warnings, alerts and notifications. Ability to define when breach warnings will occur(not certified, related, exp/inexperienced, overtime warnings, etc); • System intelligence to pull from standby list before overtime or

	purchasing days from pilots – ability to flag for approval from management level prior to purchase of days / overtime; • Need ability to plan by base, aircraft and/or contract; • Scheduling of crew type limited to their qualifications / rating; • Ability to track registration # / serial number.
Short Term Scheduling	• Input and adjust schedule based on unplanned leave / sickness • Short term scheduling should also have breach warnings; • Ability to schedule training days; • Schedule against regulatory requirements; • Publish roster to employee self service portal (interested to understand other options available for publishing of roster); • Planner requires capability to do scenarios without publishing to live; • Aircraft / shift assignment; • Fatigue Management; • The system needs to interface with a system or send automatic e-mail based on crewmember's travel required to fulfill the schedule. The system should hold this vital information (where the crewmember lives, their base, preferences, etc.); • Cost optimization of scheduling crew members (eg: allocation of crew to their home base to reduce travel costs, etc.).
Day to Day	• Ability to track manage crew off home base (per diem, etc); • Manage stand by (eg: if on standby but not called out can present for work the next morning, vs. crew adjustment required if called out on standby); • Optimize schedule to reduce overtime, purchase days, etc.; • Notification of roster changes on day to day bases to affected crew (SMS, email, phone); • Breach warnings; • Check in; • Fatigue management; • Aircraft assignment; • Payroll Interface.
Reporting	Provide various comprehensive / flexibility reports such as (but not limited to): • Customer reporting (flying hours, billing, completed flights, end time, etc) – by customer contract • KPI's report based on customer contracts • Purchased Days and overtime report • Summary view / report (total pilots by base, total working in a day with over/under) • Field leave – running total of where the crew is in terms of total work / rest time

	• Keep accounts (contracted hours vs. scheduled vs. utilized hours, hours per pilot grouping, leave entitlement, Absenteeism, etc) • Time Sheets. Currently, CHC has several systems (both manual and automated) in place in which employees enter their actual working time, along with the other (mostly flight specific) data. The system must allow for information about actual working time to be imported or manually entered. Comparing this information with the planned hours will provide valuable management information and is key for payroll calculations.
Employee Interface (Self Service)	Provide a web based crew interface that includes the following functionality (the below is not an exhaustive list but rather key functionality we know will be required): • View Schedules. Schedules should be automatically published with alerts of scheduled published or change via e-mail, SMS and / or other means. • Online Shift Swap Request. The system should provide employees the possibility to request a swap shifts online • Leave Requests. Employee should be able to file leave and other duty requests or preferences through the self serve portal. These should be handled by the system as part of the scenario planning when creating the schedule based on rules input by the planners. There should be an override capability for the planners to make manual adjustments.

2.3 MODULES AND FEATURES

The following are the modules that will be implemented as part of the AIMS Package. Modules may be implemented in phases as described in the implementation timeline. LICENSOR warrants that the following modules will meet or exceed the minimum requirements as listed in section 2.2.

Module	Basic Description
Core Base System	• Core system functions common to all modules • System security and User Access Rights set-up • Flight schedule maintenance • Upload/download of SSIM/ASM/SSM • Airport/citypair/aircraft & other flight related files mtce • Automated Upload / Download Job Scheduler (Interfaces with other non-AIMS systems) • Various flight/aircraft related reports
Crew Planning (including Basic Leave Administration & Manpower Planning)	• Crew duty regulations mtce (Government, Union & "soft" rules) • Crew Pairings construction (see also Automated Crew Pairing Generator Add-on module for more functionality) • Basic Leave Administration (see also Automated Leave Management System Add-on module for more functionality) • Manual Crew assignment with fully automated crew legality and flight coverage checks

	• Various crew and crew schedule statistics • Manpower Planning (see also Establishment Planning add on module for additional functionality)

Automatic Crew Assignment, Fair Assignment Method	• Construction based around user-pre-assigned duties • Automated generation of weekly/monthly Crew Schedules including flights, days off and standby duties. • Crew Schedule "fairness" evaluation statistics
Crew Tracking (including basic Crew Training Records and HOTAL / Travel)	• Continuous updated display of all irregularities that need to be actioned (Management by Exception) • Crew check-in (see also Automated Crew Check-in / Check-out Add-on module for more functionality) • Automatic standby searching/evaluation • Automatic flight leg coverage control and crew legality checks • Crew notification lists following flight and crew schedule changes • Crew hotel and travel management (see also Automated HOTAC & Travel Management Add-on module for more functionality) • Crew Medical/Training records (see also Automated Crew Training Management Add-on module for more functionality) • Flight/Duty/Credit hours updates based on actual flight dep/arr. Information • Comprehensive crew schedule statistics
Automated Leave Management (Including Leave Bidding)	• Acceptance of various types of Leave bids, such as fixed or variable length Leave periods on fixed dates or any date in a selected period • Warnings when Leave entitlement is exceeded or when max crew on vacation on any given day is exceeded • Automatic Leave assignment for the following Leave year based on seniority, the individual entitlements, the rules set, and the Leave requests from crew • Option for the crew to request Leave through the web and get allocated the Leave on a first-come-first-serve basis, without the need for Automatic Leave Assignment • Graphical bar chart representation of Leave requested showing peaks and troughs to achieve a more balanced spread of vacation, with system controls to avoid exceeding annual vacation entitlement, or max crew on vacation on any given day • Storage, maintenance and retrieval of vacation information for each crew member (entitlement, carry forward, taken, booked, owed, pro rata) • Comprehensive set of vacation entitlement rules for different types of crew

Establishment Planning I	• Defines career (upgrade) paths for Flight Deck and Cabin Crew • Calculation of crew supply and demand over the next months/years. • Separate calculations by Base, Aircraft Type and Crew Position. • User-friendly graphical interface – establishment planning horizon. • Integrated with the Automatic Crew Training Management, Leave and Crew Planning Modules. • Highly configurable rule set i.e. training, attrition, etc requirements. • Provide for multiple scenarios and their comparison.
Crew Web Access to Personal and Flight Information	• Crew access to authorized personal information such as vacation / sick leave details, flight / duty, time totals, crew schedule stats, medical / training expiry dates and crew schedule changes • Option for crew to amend their own personal information • Crew access to company flight information • Recording of day off and vacation requests • Send and receive messages to / from crewing • Report Sick or Fit for Duty
Automated Email/Fax/SMS Communication Facility	• Directs any AIMS report to User-nominated fax / e-mail addresses (e.g. sending crew schedules to the e-mail address of each crew member, faxing HOTAC requirements to hotels or any other AIMS report to any fax/e-mail address of the User's choice) • Transmit by email or SMS a User-entered text message, together with an attachment, to any crew of any qualification or assigned duty (e.g., email messages to all pilots who are scheduled simulator training in the next month), or to all crew assigned to particular flights. • Creation of separate address books for each report to facilitate quick transmission of the same report to many addresses simultaneously at a press of a button • Delayed flights over a certain amount of time again trigger an SMS message for the crew which acts as a notification message. • When the Message Distribution System (MDS) module is in place, messages generated due to flight schedule changes can be transmitted as an SMS message, in addition to email/fax/SITA to any airline staff or airline reps. ***Additional Hardware/System Software Requirements*** A MAPI compliant mailing application (MS Exchange, MS Outlook, Netscape, etc.) is necessary. Fax Software: Faxserve for NT/2000 Reliable Internet connection and subscription to Clickatel SMS Web services.

Report Generator	• AIMS Interface to the Crystal Reports report generator engine • Unlimited range of User-defined flight, aircraft and crew-related reports • Release of database layout structure which permits access to AIMS databases via an SQL database or an ODBC driver. • Library of AIMS Functions which can be used to easily extract data • Entity Relationship diagrams and examples to simplify data extraction ***Optional additional software*** Crystal Reports latest version from Seagate Software together with Training and Support from Seagate or Authorized Training Center. Crystal Reports can be substituted by other reporting tools such as MS-Access, Excel etc.
Operations Control / Flight Watch (including aircraft scheduling &MX Planning)	• Aircraft maintenance planning and remaining hours / cycles calculations • Automatic/manual aircraft schedule construction considering AC Maintenance & other restrictions • Aircraft movement control/Flight watch on graphical displays • Automatic transmission of Aircraft Allocation to all concerned Handling Agents • Aircraft schedule re-optimization following delays / disruptions • Passenger / freight connection alerts following flight delays • Crew alerts following delays and schedule disruptions • Journey Log data entry • Comprehensive flight statistics

Automated Crew Training Planning & Tracking	• Automatic Generation of Initial, Conversion, Upgrade and Recurrent crew training requirements and assignment of all such duties including Line Training and Annual Line/Route checks.
	• Significant cost savings related / limited to:
	  o **Improved crew / classroom / simulator utilization**
	  o Optimization of available training resources
	  o Travel & Hotel accommodation
	• Graphical display of simulator and classroom activities
	• The ability to create 'hard' and 'soft' rules related to a course syllabus
	• Alert functionality if syllabus requirements are not attained
	• Ability to track and, if desired, automatically update crew records and expiry information
	• Comprehensive analysis and report functionality

Automated Crew HOTAC & Travel Management	• Block Hotel & Transport bookings sent directly to Supplier • Database holds all Hotel & Transport Costs for each Supplier as defined by Airline

	• All Changes to bookings available to the HOTAC Department for action without advice by Crewing • Audit Trail of all changes for easy tracking • Ability to request ID50 from Airlines • Ability to supply Name Changes to Hotels without canceling & rebooking rooms • Status for each booking to easily identify where action is required • Payment Methods assigned to each Supplier with over-ride facility. • Penalty payments may be identified in bookings for late cancellations. • Tracking of Invoice Numbers, Account Codes & Batch Numbers.
Fatigue Risk Management System (FRMS)	• Calculation of level of risk due to fatigue during the planning phase thus generating schedules which follow the fatigue rules. • Day of operation calculation of risk level due to fatigue following delays, prolonged duties, being assigned from reserve, etc. • Warnings when fatigue levels are above a threshold • AIMS uses FAID/SAFE fatigue calculation program from Interdynamics which is embedded into AIMS. *License from Interdynamics is also necessary for this AIMS module to be operational.*
Trip Trades	• Quick and easy way for the crew themselves to swap duties. • All trip trades must follow the rules set by the crew schedulers. • Trade early / late trips, block of days, specific trips or days off, with specific crew or any crew • Automatic matching of trip trade requests • Open flight bidding • Overview of trip trades completed, for the schedulers, and statistics on historical Trip Trade requests.

2.4 INTERFACES

LICENSEE's anticipated interfacing requirements are for the following systems. This will be evaluated and confirmed as part of LICENSORs site visits to LICENSEE location:

- HR System (WorkDay)
- Payroll (ADT)
- Training System (PELESYS or other tool)
- FBS/GOS/HELIX Flight Schedules
- Flight Planning System
- MRO Maintenance (AMOS)
- Accounting (MS LAWSON)
- Electronic Flight Bag (Appareo)

The AIMS Core System Functions system already contains standard upload/download jobs with all the types of applications mentioned above. If LICENSEE uses the AIMS dictated upload/download file format then there is no need for Interface development from the LICENSOR's side.

If another vendor's file format needs to be followed, the LICENSEE can use the AIMS Report Generator module to download data from AIMS to other systems, or in the case of upload, agree with the LICENSOR to develop a new Interface. A final plan on which interfaces exactly are required and whether there is any interface development necessary, will be drawn as soon as LICENSOR meets with LICENSEE's IT Team on site at one or more locations where the present LICENSEE's system is running.

2.5 CUSTOMIZATIONS

LICENSOR does not believe there to be any customization of the AIMS PACKAGE required to meet the Specifications. In the event that certain customizations may be required following the initial detailed requirements gathering phase then these will be done upon mutual agreement of the parties and in accordance with the Change Request Process. Associated charges, if any, will be based on the time and materials rates in the attached Pricing Schedule B. Any customizations that may be required are minimal.

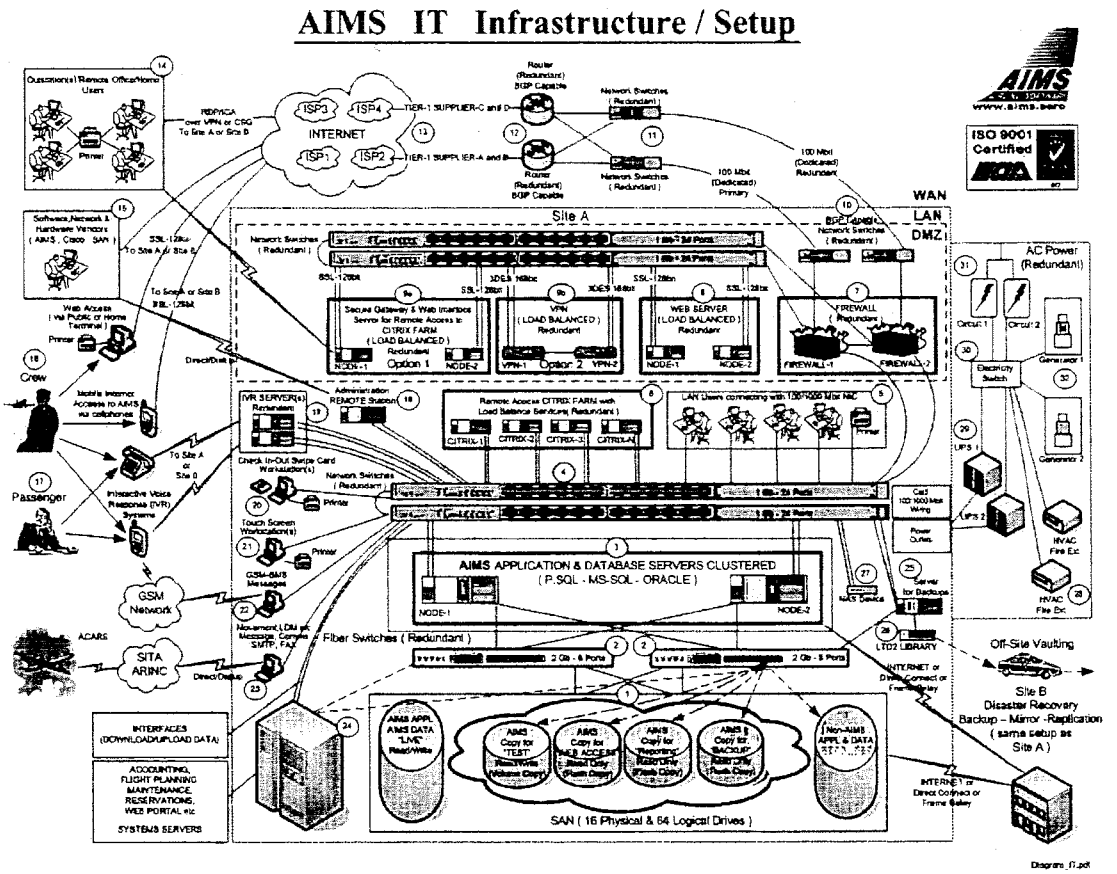
3 HOSTING (ASP) SERVICES

The AIMS PACKAGE will be available to LICENSEE through an ASP model. LICENSOR is responsible for hosting the AIMS PACKAGE, and providing all necessary software, hardware and other infrastructure to make the AIMS PACKAGE available to LICENSEE.

3.1 LOCATION

LICENSOR will host the AIMS package at the data center in Miami (Verizon Collocation Datacenter, 1525 NW 98 Court, Miami, Fl 33172) with a disaster recovery facility located in Athens Greece (AIMS Inc., 367 Syngrou Avenue, Athens 17564 Greece). Should the LICENSOR decide to relocate any of its Datacenters, a notice of minimum 3 months will be given to the LICENSEE. In the event of any potential relocation, the new site will have minimum technical specifications in order to meet the SLAs and ensure the same or better performance as is currently in the Miami and Athens facilities as described in section 3.2. In addition, LICENSOR will take all precautions necessary in order to ensure there are no interruptions to LICENSEE's service, and that any necessary downtime is schedule together with LICENSEE at times that will minimize the impact to LICENSEE's operation.

3.2 INFRASTRUCTURE



3.3 HIGH AVAILABILITY, REDUNDANCY AND DISASTER RECOVERY SERVICES

The following information describes in detail the current AIMS infrastructure in the Miami Datacenter together with the support, features and benefits offered.

Computers:

- 22 Servers
    - Dual Xeon CPU 3.4 GHz Redundant
    - Mirrored (redundant) HDDs with Hot Spare
    - Dual redundant Gigabit Network cards
    - Dual redundant power supplies connected to different redundant power sources
- SAN – Storage Area Network
    - Dual Redundant SAN Switches
    - 14 Hard Disk Drives (fiber channel) in RAID-10 configuration with 2 Hot Spares
    - Dual Redundant Power Supplies connected to different power resources

- Back – Ups
    - Server for back-ups with 6 HDD in RAID-5 configuration
    - Tape back-up LTD with 8 tapes online
    - On-line on-site back up on HDDs and tapes twice a day
    - On-line off-site (different city / state / country) back up twice a day
- **24x7 with 4-hour response hardware support contract with IBM, Intel and CISCO**
- 24x7 Network Operations Center (NOC) monitoring and surveillance
- Eliminates single point of failure as per attached (AIMS IT Infrastructure document)

Building:

- 108,000 Sq feet on 12 acres
- Space for over 4500 cabinet/racks
- Over 3000 Tons of cooling capability
- 4 levels of cable ladder. Separates signal, power, security and control cables.
- Elevation of Building – 8'5" to sub floor and 10'5" to Main floor

Power:

- 2 diversely routed, redundant commercial power feeds
- Six 2 Mega Watt back-up power generators
- 72,000+ gallons of on-site diesel fuel storage (4,000 contained in each generator)
- 8 - 1000 Amp UPS units, expanding to 16 (Internet collocation only)
- 8 – 8000 Amp DC power plants, expanding to 8+ (Network collocation only)

Security:

- Perimeter security fence with security controlled access gate
- 24x7 Uniformed security patrol team
- Electronic security access control system
- Bio-Metric palm reader identity authentication system
- Electronic key management system and individually keyed cabinets
- 66 interior and exterior security cameras
- Advanced Fire detection and suppression with a pre-action dry pipe extinguisher system
- Building Automation and Monitoring Control System

Network Connectivity:

- Direct, redundant, high bandwidth connectivity to the world's most expansive, most rigorously engineered internet backbone
- 3 separate fiber optic cable rings providing full route diversity (Capacity for 36 separate rings)
- Currently over 580 individual fiber stands in each direction around the rings
- Physical connectivity to all major VERIZON local, long distance and internet facilities in Florida
- Built on the VERIZON backbone. Eliminating the need for the "local loop"

Technical Staff:

- On-site certified technical experts available 17x5 and Sundays for "helping hands" support services – Callout available during un-staffed periods

- 24x7 Network Operations Center (NOC) monitoring and surveillance

Internet and Network Collocation
Features and Benefits

Network Collocation Features and Benefits:

- Carrier grade network infrastructure
- 376 network collocation facilities in 189 cities throughout the world
- Direct, redundant connectivity to one of the world's largest network backbones
- Eliminates single points of failure in the Local Exchange Carriers network
- End-to-End global network connectivity
- Diesel generator back up power
- Multiple Levels of Security
- Monitoring and Support services
- 24x7 Access to your equipment
- Customer work area with phone, analog line and Ethernet access
- Network Collocation bandwidth from DS-1 to OC-n
- Direct access to all VERIZON Data, Voice and Internet services
- Reduced capital expenditures
- Allows us to concentrate on operations not network infrastructure and connectivity issues.
- Cabinet and rack space available
- Back up AC power
- Redundant DC power feeds
- VERIZON provided circuit demarcation for DS-1 and DS-3 requirements
- 17x5 and Sunday "Helping Hands" support
- Monitored temperature and humidity maintaining optimal conditions for equipment for equipment performance

Internet Collocation Features and Benefits:

- Redundant IP network connectivity
- Multiple Levels of Security
- Monitoring and Support services
- Tiered bandwidth from 1.5 Mbps to 1Gbps
- Burstable bandwidth tiers: 10, 45, 100, 250, 500, and 1000Mbps
- Diverse and Shadow internet connectivity available
- Standard monitoring services include: PING and HTTP monitoring
- SNMP monitoring is an available optional service
- 24x7 Access to your equipment
- Customer work area with phone, analog line and Ethernet access
- UPS protected AC power
- Access to remote monitoring and reporting tool. *Virtual Console* web portal
- Load Balancing

4 IMPLEMENTATION SERVICES

LICENSOR is responsible for the implementation of the AIMS PACKAGE as further described in the attached Appendix B. (Statement of Work #1)

5 SOFTWARE SUPPORT SERVICES

LICENSOR will provide ongoing software support services as further described in the attached Appendix C software support and service level agreement.

6 TERMINATION ASSISTANCE

In the event of termination or natural expiration of this Agreement then termination assistance will be provided at no charge as long as these termination assistance services are done in parallel with the use of the system and monthly fees are paid (or at least the support fees are paid) in order to support LICENSEE in the orderly transition of the Services including any and all data that is contained within the AIMS PACKAGE.

SCHEDULE A TO
Statement of Work #1

IMPLEMENTATION SERVICES

1 GENERAL

LICENSOR will provide project management, implementation and training services in order to implement the AIMS Package in accordance with this Schedule A in order to implement the AIMS Package in accordance with the Specifications. Implementation Services are included in the non-recurring costs identified in the pricing schedule.

2 SERVICE TYPES

LICENSOR will provide various types of services in order to implement the AIMS Package, collectively referred to as "Implementation Services":

- **Project Management:** LICENSOR will provide project management services to manage the process, ensure that all timelines are met, escalate issues and act as a communication liaison for LICENSOR. As part of the project management services LICENSOR will perform all data loads, transfers and other services required to make the AIMS Package available for use to LICENSEE in accordance with the Specifications.

- **Training:** LICENSOR will provide training services for key users at LICENSOR's location, unless the LICENSEE elects to schedule some or all of the training services at LICENSEE's location.

- **On Site Go Live Support**: LICENSOR will provide onsite go live support, including additional training, for LICENSEE at LICENSEE location(s).

3 IMPLEMENTATION TIMELINE AND MILESTONES

The detailed implementation timeline and Milestones have been included in Attachment 1 of this Schedule A to Statement of Work #1 (SoW).

DELIVERABLE	DUE DATE
Initial Training to commence	December 1, 2011
Soft Go-Live	February 1, 2012
Go-Live	March 1, 2012

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4 LOCATION OF SERVICES

Implementation Services will be performed at LICENSOR's location except in the case of onsite go live support which will be performed at LICENSEE's location(s). Such LICENSEE location will be designated by LICENSEE and may include one centralized operation center or other regional operational based.

5 KEY RESOURCES

Key Resources identified for Implementation Services in this SOW shall be personnel whose skills, knowledge of the project and experience are critical to the success of the Implementation Services. LICENSORLICENSOR will make every effort so that the key resources allocated to the project are not removed from the project until such time the entire AIMS Package is available for use by LICENSEE and LICENSEE has Accepted the AIMS Package is working in accordance with the Specifications. LICENSEE reserves the right to request a resource (including a Key Resource) be removed from the project in the event that LICENSEE feels that such resource may potentially put at risk the success of the project.

6 TESTING AND ACCEPTANCE PROCEDURES

a) AIMS Package

The AIMS Package is an off-the-shelf package, sold as is. LICENSEE may freely perform any User Acceptance Testing prior to using the package in live operation and for any missing functionality or errors that may be detected; the applicable credits as outlined in the LATE DELIVERY section below will start to apply and LICENSOR will take immediate action to resolve any issues.

b) AIMS Customization

Prior to Acceptance of any customization, it is subject to user acceptance testing to validate that the customization has been implemented and is working in accordance with the Specifications. Throughout the Implementation Services, the Customization Services shall be subject to a testing period. LICENSEE may designate certain individuals to begin testing the Services prior to roll out to all end users. At the completion of each customization testing, LICENSEE will either confirm that Services meet the Acceptance Criteria or provide Notice to Supplier that Services do not meet Acceptance Criteria. LICENSEE shall provide Notice to LICENSOR as soon as reasonably possible but no later than ten (10) days after the conducted testing, if the Acceptance Criteria is determined as not met. Supplier shall provide all reasonable services necessary to, within ten (10) days of receipt of such Notice, make improvements and adjustments to the Services to meet the Acceptance Criteria.

7 LICENSEE RESPONSIBILITIES

LICENSOR is responsible and accountable for the implementation, including all associated Implementation Services, of the AIMS Package. In order to support the Implementation Services, LICENSEE is responsible for:

- Any data required initially to populate the AIMS database will be collected by the LICENSEE's staff and provided to the LICENSOR in electronic form.
- LICENSEE's IT staff will supply the LICENSOR with details about each Interface requirement, and will work together with the LICENSOR to test each interface prior to promoting the interface to the Production system,
- LICENSEE will ensure that trainees are staff with previous experience in the area(s) they will be trained on, otherwise training effort and associated training costs may be increased

8 LATE DELIVERY

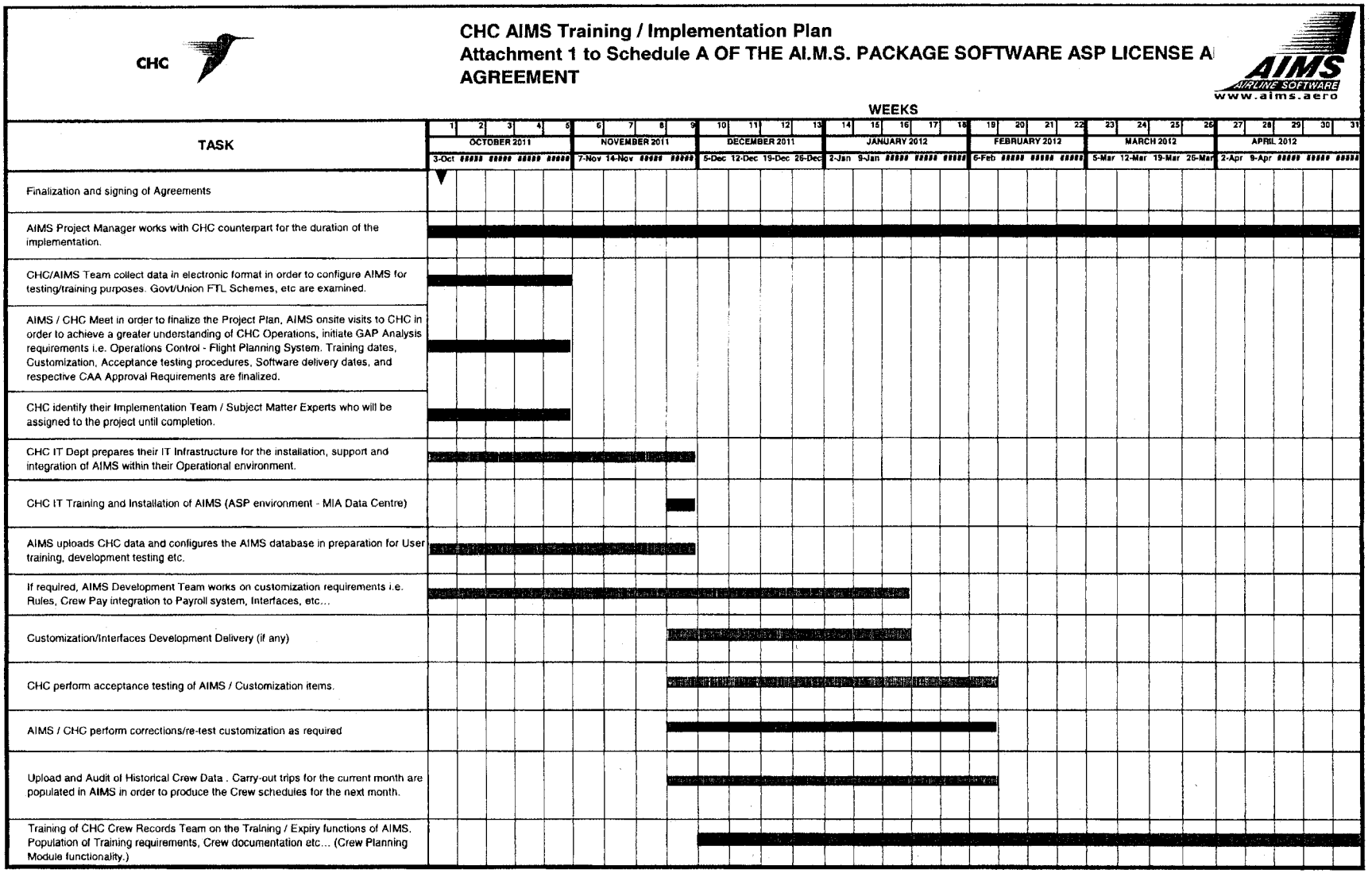
Time is of the essence in this Agreement. In the event of Late Delivery of any milestone defined in the SoW where LICENSOR, including LICENSORS sub-contractor(s) or third party vendor(s), is the cause of such delay then LICENSOR will provide credits to LICENSEE in accordance with the table below.

Milestone #	Milestone	Applicable Credit
1	Any milestone related to commencement of User Training	• If Delivered within 10 business days of the Delivery Date – No Credit Applies • If Delivered more than 10 business days after the Delivery Date then a credit of 10% of the monthly software Rental and Support fees of the modules to be trained on per week shall be applied until Delivered.
2	Any milestone related to commencement of on-site go-live assistance	• If Delivered within 10 business days of the Delivery Date – No Credit Applies • If Delivered more than 10 business days after the Delivery Date, then a credit of 10% of the monthly software Rental and Support fees of the modules to go live with per week shall be applied until delivered.
3	User acceptance testing of AIMS Package	• If Delivered within 10 business days of the Delivery Date – No Credit Applies • If Delivered more than 10 business days after the Delivery Date, then a credit of 10% of the monthly software Rental and Support fees of the AIMS module(s) being affected, per week shall be applied until Delivered
4	User acceptance testing of Customization	• If Delivered within 10 business days of the Delivery Date – No Credit Applies • If Delivered more than 10 business days after the Delivery Date, then a credit of 10% of the cost of the customization per week shall be applied until Delivered

CHC

CHC AIMS Training / Implementation Plan
Attachment 1 to Schedule A OF THE Al.M.S. PACKAGE SOFTWARE ASP LICENSE A AGREEMENT

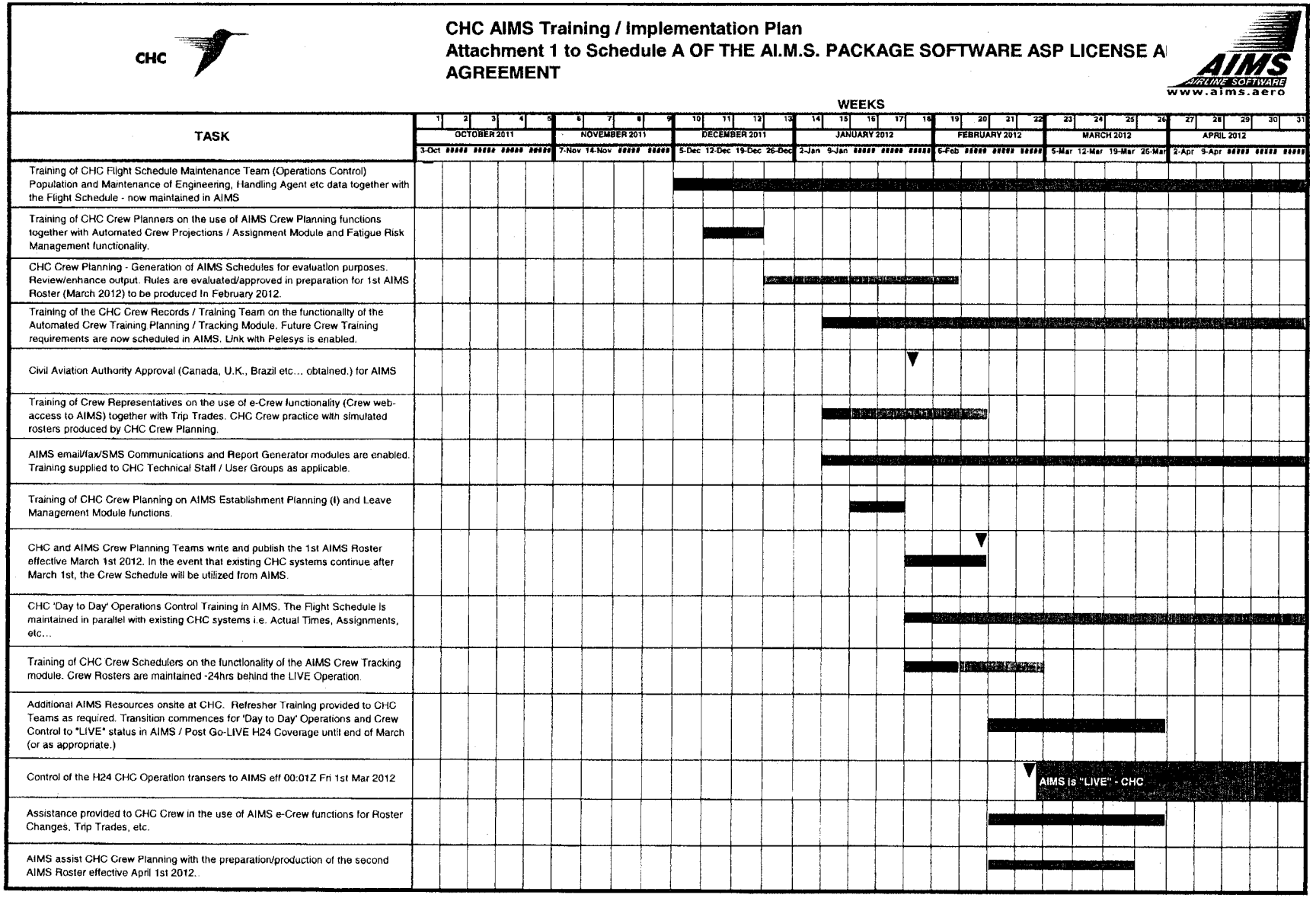
AIMS AIRLINE SOFTWARE www.aims.aero



CHC

CHC AIMS Training / Implementation Plan
Attachment 1 to Schedule A OF THE AI.M.S. PACKAGE SOFTWARE ASP LICENSE A AGREEMENT

AIMS AIRLINE SOFTWARE www.aims.aero



CHC AIMS Training / Implementation Plan
Attachment 1 to Schedule A OF THE AI.M.S. PACKAGE SOFTWARE ASP LICENSE A AGREEMENT



WEEKS

TASK	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
	OCTOBER 2011					NOVEMBER 2011				DECEMBER 2011				JANUARY 2012					FEBRUARY 2012				MARCH 2012				APRIL 2012				
	3-Oct					7-Nov	14-Nov			5-Dec	12-Dec	19-Dec	26-Dec	2-Jan	9-Jan				6-Feb				5-Mar	12-Mar	19-Mar	26-Mar	2-Apr	9-Apr			
Assistance with first Crew Payroll extract for CHC Crew together with Reporting requirements for Accounts, Executive Management KPI Statistics etc...																															
Onsite assitance and Support now provided by CHC Subject Matter Experts AIMS onsite "Go-LIVE" Team withdraw from CHC.																											▼				
The designated AIMS Account Manager will replace the onsite AIMS Project Manager who is withdrawn (end of April 2012) AIMS Team to return to CHC in order to perform follow-up Audit Q&A Training Workshops, in June, Sep, Dec 2012.																															▼

Legend

- AIMS and Airline Teams working together
- Airline Team Activity only
- AIMS Team Activity only
- Go LIVE of applicable group

SCHEDULE B TO
Statement of Work #1

PRICING AND PAYMENT

1 GENERAL

This Pricing and Payment Schedule sets forth the prices and payment terms for the AIMS PACKAGE and all Services as described in the SOW. This Agreement is based on a firm fixed price and only those prices listed in this Schedule B shall be paid. Any fee other than those identified in this Schedule, will only be paid if pre-approved in writing by email or fax by LICENSEE's Authorized Representative. All price references below are in US Dollars ($USD).

2 NON-RECURRING FEES AND PAYMENT OF NON-RECURRING FEES

The following table sets forth the non-recurring fees for the AIMS PACKAGE and associated Services:

	Cost:	Payment Terms:	Comments:
ASP Model set up	$50,000	To be invoiced with contract signature and paid within 30 days from receipt of invoice	Fixed firm cost
Project Management	$44,550	To be invoiced with contract signature and paid within 30 days from receipt of invoice	Fixed firm cost
Training – On site at LICENSOR location	$1350/day Estimated at $49,950	to be invoiced based on estimate with contract signature and paid within 30 days from receipt of invoice	Estimated based on assumption of 37 days ~ In the event that LICENSEE uses more or less than the estimated days then a debit or credit will be issued for the difference
Training & Implementation GO LIVE support at LICENSEE location	$1750/working or travel day Estimated at $92,750	To be invoiced based on estimate with contract signature and paid within 30 days from receipt of invoice	Estimated based on assumption of 53 days ~ In the event that LICENSEE uses more or less than the estimated days then a debit or credit will be issued for the difference
Travel	Reimbursed Estimated at $15,812	After Incurred	Must be pre-approved and invoice must have receipts / supporting documentation included

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TOTAL:	$253,062	As indicated above	Includes estimates for Training, Go Live Support and Travel. Actual final cost may be higher or lower than the total cost indicated herein depending on actual training, go live support and travel expenses incurred.

3 RECURRING FEES AND PAYMENT OF RECURRING FEES

3.1 RECURRING FEES

Software Module	Monthly Rental Fee	Monthly Software Support
• Core Base System	$2333	$2400
• Crew Planning (including Basic Leave Administration & Manpower Planning)	$3865	$3975
• Automatic Crew Assignment, Fair Assignment Method	$3354	$3450
• Crew Tracking (including basic Crew Training Records and HOTAL / Travel)	$4229	$4350
• Automated Leave Management (Including Leave Bidding)	$3938	$4050
• Establishment Planning I	$2917	$3000
• Crew Web Access to Personal and Flight Information	$2042	$2100
• Automated Email/Fax/SMS Communication Facility	$1385	$1425
• Report Generator	$1021	$1050
• Operations Control / Flight Watch (including aircraft scheduling &MX Planning)	$3021	$4350
• Automated Crew Training Planning & Tracking	$3959	$5700
• Automated Crew HOTAC & Travel Management	$2865	$4125
• Fatigue Risk Management System (FRMS)	$573	$825
• Trip Trades	$2292	$3300
ASP / HOSTING SERVICES	$12,000	
24x7 Support		$5500
TOTAL MONTHLY RENTAL:	**$99,391**	

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3.2 PAYMENT TERMS FOR RECURRING FEES

Monthly recurring fees as defined in section 3.1 shall be payable quarterly in advance. Only amounts for the modules for which user access through ASP has been opened up and available for LICENSEE's use shall be invoiced and paid. LICENSEE shall have up to 12 months from contract signature date to have all modules implemented prior to be invoiced for all modules. However in the event that implementation is delayed by LICENSOR beyond the 12 months then LICENSEE will only be required to pay for modules that are implemented.

4 ADDITIONAL SERVICES

In the event of any customization, other changes, or additional consultation services ("Additional Services") that may be directed by LICENSEE, such Additional Services shall only be executed if properly authorized by LICENSEE'S Authorized Representative. In the event any such Additional Service may result in an associated charge, then such charges will be based on the following:

- Additional Services performed at LICENSOR location: $1350 / day
- Additional Services performed at LICENSEE location: $1750 / working or *travel day
- *In the event that LICENSOR is travelling to / from another customer location then no travel days will be charged to LICENSEE. In the event that associated travel including time at airport is 4 hours or less, then only 50% of the daily rate shall be charged to LICENSEE.

The above daily rates are based on an 8 hour day. In the event any Additional Services require less than 8 hours then the daily rates will be divided by 8 to determine the hourly charge, and the Additional Charge will be charged based on the number of hours used x the hourly rate.

5 NO OTHER FEES

No other fees other than those explicitly listed in this Pricing and Payment Schedule are applicable unless pre-approved in writing by LICNESEE's Authorized Representative.

6 INVOICING AND PAYMENT

Invoicing and payment will take place at the frequency indicated in section 2 and section 3.2 for Non-Recurring and Recurring fees. Invoicing and payment for Additional Services shall be applied as follows:

a) **Software customization:** For large orders higher than $30,000, a 50% down payment is invoiced and payable within 30 days from receipt f invoice. The remaining 50% of the payment shall be invoiced upon delivery of the customization and payable within 30 days from receipt of invoice.
For software customization orders less than $30,000 the full amount shall be invoiced upon LICENSEE's approval of the order and payable within 30 days from receipt of invoice. Services associated to customization shall commence upon LICENSEE's approval of the order and for customization that takes less than 30 days such customization shall be delivered when ready.

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b) **Additional Training and/or Implementation and/or Consultancy Services:** Such services are invoiced with the order and the related payment shall be received no later than 30 days following receipt of the Invoice by the LICENSEE

Invoices will be sent by email to: (the following list may be adjusted upon notice by LICENSEE to LICENSOR):

Scott.murray@chc.ca
Brad.shaw@chc.ca
apinquiry@chc.ca
Jodi.perry@chc.ca

SCHEDULE C TO
Statement of Work #1

SERVICE LEVELS

1 PERFORMANCE STANDARDS

1.1 **General.** At all times during the Term, and for all Renewal Periods, LICENSOR's level of performance shall meet or exceed the quantitative and qualitative performance standards for the Services as such standards are identified in this Schedule (collectively the "Service Levels" or "SLAs"). In furtherance to this obligation, LICENSOR shall establish and implement a quality assurance program, which shall include appropriate oversight of service delivery quality, as well as quality control through the use of appropriate procedures, checkpoints, verification steps and assessment mechanisms.

1.2 **Performance Indicators.** The measures to be used to assess the performance of the Services shall include, but are not limited to:

- Entire System Availability (hardware, software, data centre facility and application)
- Response time of acknowledgement of receipt of a problem report
- Resolution time for Level 1 problem reports related to AIMS software or hardware malfunction
- Resolution time for Level 2 problem reports related to AIMS software malfunction
- Resolution time for Level 3 problem reports related to AIMS software malfunction

Details of these measures, and other SLA measurements, are further described and details in section 3 of this Schedule C.

1.3 **Failure to Perform.** If LICENSOR fails to meet any Service Level, LICENSOR shall promptly, at no additional charge to LICENSEE, (i) investigate, assemble and preserve pertinent information with respect to, and report on, the causes of the problem, including performing an analysis of the problem; (ii) advise LICENSEE, as and to the extent reasonably requested by LICENSEE, of the status of remedial efforts being undertaken with respect to such problems; (iii) use all reasonable efforts to minimize the impact of and correct the problem, and begin meeting the Service Level as soon as practicable; and (iv) take appropriate preventive measures to avoid recurrence of the problem including adjusting staffing as necessary to begin meeting the Service Levels. In the event that LICENSOR fails to meet any Service Level, then LICENSOR will pay to LICENSEE Performance Credits in accordance with section 3.4 of this Schedule C.

2 SERVICE LEVEL METHODOLOGY

2.1 **Measuring and Reporting.** LICENSOR shall measure and report on performance of the Services against the Service Levels on a quarterly basis. LICENSOR shall include in the report a description

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of all Service Levels, detailing those which were met by LICENSOR, and those which were missed; including those due to LICENSOR's or LICENSOR's sub-contractor's outages, degrades or other functional or process related problems.

2.2 **Report Delivery.** SLA reports will be delivered via email to the LICENSEE's AIMS Administrator.

2.3 **SLA Reviews.** The Parties will schedule a web meeting at the LICENSEE's request no more than 4 times a year to review the SLA report, applicable credits and discussion measures taken by LICENSOR's to begin meeting the Service Levels.

3 AVAILABILITY OF SERVICES, SERVICE LEVELS AND PERFORMANCE CREDITS

3.1 **General.** Services will be available at all times during the hours of support indicated in the SOW. At all times, Services shall meet or exceed the Service Levels indicated in the table in section 3.4.

3.2 **Performance Credits.** In the event that LICENSOR fails to meet any Service Level, LICENSOR will pay to LICENSEE the Performance Credits defined in the table in 3.4 below, as per the calculation method outlined in table 3.4. below.

3.3 **At Risk Fee.** In the event that LICENSOR fails to meet a particular service level which as a consequence causes another service level not to be met (e.g. faulty hardware which cause also the AIMS application not to be accessible, then the Performance credit to be paid will be only the one which originally causes the problem. The cumulative sum of all Performance Credits payable to LICENSEE in a given month shall not exceed twenty five percent (25%) of the relative monthly fee, the "At Risk Fee".

3.4 **Service Levels and Associated Performance Credits.** The following table lists the Performance Credits associated to each Service Level. SLA's will be measured beginning the date that Services are Delivered in order to determine appropriate staffing levels, processes or other factors that may need to be adjusted to meet the SLA's. Associated Performance Credits will come into effect the day the first AIMS module goes into live operation for the Hardware/System Software related SLA's and the day each module goes into live operation for the AIMS Application related SLA's.

Service Levels & Associated Performance Credits Chart

No.	SLA Requirement Description	Severity Level	SLA Credits	Max Credits	Guaranteed Resolution Time	Maximum Unavailability	Target Resolution Time
1	Entire AIMS Application inoperative or a defined core module is unavailable and causing an impact to the operation. Core modules include the Core Base System, Crew Planning and Ops control. (regardless of reason for failure)	1	2% of the monthly software rental fee as soon as the resolution time is missed plus an additional 2% for every 8 hours delay or portion of 8 hours beyond the guaranteed Resolution time in providing a resolution or an acceptable workaround.	25% of the monthly software rental fee per month	4 hours	N/A	1 hours
			4% of the monthly software rental fee as soon as the SLA is missed plus an additional 4% for 8 hours or portion of 8 hours over the max unavailability	25% of the monthly software rental fee per month	N/A	4 hours per month	
2.	Critical component of the AIMS Application inoperative causing considerable disruption to that part of the operation.	2	2% of the monthly software rental fee of the impacted modules as soon as the SLA is missed plus an additional 2% for every 8 hours or portion of 8 hours delay beyond the Guaranteed Resolution time in providing a resolution or an acceptable workaround.	25% of the monthly software rental fee of the module which becomes inoperative, per month.	8 hours	N/A	2 hours
			4% of the monthly software rental fee of the impacted modules as soon as the SLA is missed plus an additional 4% for every 12 hours or portion of 12 hours over the max unavailability	25% of the monthly software rental fee per month	N/A	8 hours per month	
3.	Part of AIMS Application inoperative which causes some delays in users performing tasks or inconvenience even with a workaround in place	3	1% of the monthly software rental fee of the module where that part of the module is inoperative for every 1 business day delay beyond the Guaranteed Resolution time, in providing a resolution or an acceptable workaround.	25% of the monthly software rental fee of the module where that part of the module is inoperative, per month	2 business days	N/A	1 business day

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4.	Acknowledgment of receipt of a severity Level 1 or 2 Problem Report	N/A	$500 each time there is no ack within a guaranteed response time of 30 minutes, more than once in every 20 such instances.	$10,000 / year	N/A	N/A	N/A

Note: LICENSEE cannot receive credits for an SLA if he is already receiving a credit under another SLA except in the case of an SLA for availability and resolution time.

3.5. **System unavailability due to scheduled maintenance.**

Hardware and System software (Windows, CITRIX, DBMS) scheduled maintenance: The LICENSOR reserves the right to a half hour maintenance window every Monday at 06:00 UTC. As this is not necessarily exercised every week, when such maintenance is necessary a minimum 24-hour notice will be given to the LICENSEE.
In addition to the weekly maintenance there may be up to two 4-hour outages every calendar year for replacement of hardware. When such maintenance is necessary a minimum 72:00 hours notice will be given to the LICENSEE.

AIMS Application software scheduled maintenance. This occurs twice a year when the LICENSOR issues a new Release. The duration of the outage (usually one hour) and the date/time of the outage is decided by the LICENSEE who's responsible for installing new AIMS releases once they've been tested by him.
In addition to the two AIMS Releases per year, the LICENSOR reserves the right to perform AIMS Application software maintenance 4 times a year for a period of max 1 hour starting at 06:00 UTC. When such maintenance is necessary the LICENSEE will receive a minimum 24-hour notice from the LICENSOR.

4 SEVERITY LEVELS

All tickets will be categorized by the LICENSOR according to the Severity Level defined in the table in paragraph 3.4.
LICENSEE reserves the right to question and negotiate the re-categorization of the Severity Level assigned by the LICENSOR to a ticket. In the event of operational impact, LICENSOR will adjust the severity level upon request by LICENSEE. If LICENSOR feels such ticket did not warrant escalation then the Parties will review upon closure of the ticket to review the process and discuss which credits, if applicable, will apply depending on the severity of the problem.

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