DATA ENTRY SERVICES AGREEMENT

This DATA ENTRY SERVICES AGREEMENT (this "Agreement") is hereby entered into by and between _____ (the "Customer") and NC Software, Inc. ("NC Software") as of this _____ day of _____ 20___.

1. Data Entry Services. Provided that the required fee is paid to NC Software, NC Software will enter data from provided pilot flight logs into a form that can be downloaded into the then correct version of that certain computer program Logbook Pro ("Logbook Pro").

2. Acknowledgements. Customer hereby acknowledges that any data entry services provided by NC Software shall be subject to any and all errors and omissions found in Customer's flight logs as provided to NC Software. Further, Pilot acknowledges that it is Pilot's sole responsibility to review and verify the accuracy of all data entered into Logbook Pro by NC Software, and that NC Software shall not be responsible for any such errors but will make any corrections if such are found by the Customer.

3. Shipping. Pilot assumes all risk for shipping to or from NC Software of the pilot flight logs and will not hold NC Software responsible from any loss resulting from such shipping. Traceable carriers will be used where available.

4. Indemnification. Pilot shall indemnify and hold NC Software harmless for any and all loss, damage, suits, claims, demands, costs, or expenses (including, but not limited to, reasonable attorneys' fees and costs) of any kind or nature whatsoever arising out of or in any way connected with the data entry services provided by NC Software.

5. Term. This Agreement shall remain in effect and apply to any data entry services provided the Customer by NC Software until terminated by either party upon giving the other party thirty (30) days prior written notice.

6. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

7. Force Majeure. If the performance of this Agreement by either party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, terrorism, riot, fire, acts of the common enemy, judicial or government action, act of God or any other causes beyond the control of either party, that party shall be excused from such to the extent it is prevented, hindered or delayed by such causes.

8. Governing Law and Forum. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Virginia, United States, excluding its conflicts of law rules and the United Nations Convention on the International Sale of Goods. Any action or suit related to this Agreement shall be brought in the state or federal courts sitting in the Commonwealth of Virginia.

9. Modification. Any modification of this Agreement must be in writing and signed by all parties hereto.

10. Entire Understanding. This Agreement contains the entire understanding of the parties hereto, there being no promises or undertakings, written or oral, other than those expressly set forth herein.

11. Counterparts. This Agreement may be executed in any number of counterparts, which, taken together, shall constitute one and the same agreement.

12. Payment: Customer agrees to pay NC Software in accordance with SCHEDULE A.

IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be executed by their duly authorized officers as of the day and year first written above.

NC SOFTWARE, INC.

By: _____
Neal Culiner, President

Date: _____

CUSTOMER:

By: _____

Print Name:_____

Date: _____

Phone: _____

E-Mail: _____

-Fax this signed document to (804) 528-1234 to schedule services and include with shipment.
-Services will begin on or about the scheduled date with receipt of deposit and logbooks.
-When sending in actual logbooks include your address within each logbook for safe measure

Return finished products to: (shipping address)
_____
_____
_____
_____

We will require signature release of the delivery of the returned products and logbooks. If you wish to waive the signature requirement, please indicate below:

(Circle one) I **DO** / **DO NOT** waive the signature required option of the return shipment

Remarks will be entered for each entry unless unable to read clearly. If you wish to waive having remarks entered for each row, you can indicate your desire below. Waiving remarks will reduce total time required for the job; therefore, we will discount your job **15% off** the line entry fees if opted NOT to enter remarks:

(Circle one) I **DO** / **DO NOT** want to have remarks entered.

SCHEDULE A
DATA ENTRY PRICING

The following outlines the pricing information for the agreed upon data entry services:

Service Fee: $150

Lines 1-500	$.30/line entry
Lines 501-1000	$.28/line entry
Lines 1001-2000	$.25/line entry
Lines over 2000	$.23/line entry

- $300 deposit to be included with job acceptance (applied towards cost of service).
- Minimum charge for service is $300. If the completed job prices out under $300 the final invoice will be $300. If the job prices out above $300 the $300 deposit will apply toward the final invoice.
- Jobs are on a first come first serve basis and should allow 4-6 weeks for processing from scheduled start date (not date of logbook receipt). Job times vary based on the amount of data, i.e. number of logbooks, size of logbooks, legibility, etc. Your job sequence is secured when your logbooks are received as coordinated prior to shipment. Delays in shipment may cause other jobs to go ahead of you therefore promptly ship your logbooks once the deposit is paid.
- $50 for return shipping of logbooks via trackable carrier (we use FedEx), waived if nothing is to be returned (i.e. photo-copies of logbooks). Faster shipment methods can be opted which will be charged accordingly per carrier rates at the time of shipping.
- Expedited service fee of $500 paid in addition to deposit to start the job. Expedited will typically reduce job timeframe by half, i.e. 2-4 weeks for average job sizes, less time without remarks.

NC Software will provide you a shipping address when you are ready to send in your logbooks. It is highly recommended to use a traceable carrier and require signature for release when sending your logbooks. Also, place your address in each logbook in the event of the shipping box is compromised during shipping or lost.

If you are providing photo-copies, you must attach the left and right sides together so the staff has ONE continuous page representing your flight log entry from left to right to reduce the risk of mixing up pages. Please do NOT reduce the zoom level when scanning; it should be scanned at 100% zoom level. If you wish to copy onto a single page, we recommend using a larger size paper such as 8 ½ x 14 or 11 x 17. The better legibility of your information produces better results.