

## Overflight Targeted Marketing Agreement

This agreement is made this \_\_\_\_ day of \_\_\_\_\_, 19\_\_ by FILLUP FLYER FUEL FINDER, ("FFFF") a division of W.D.I.A. Corporation, with its principal office located at 7721 Hamilton Avenue, Cincinnati, Ohio, 45231 and

\_\_\_\_\_, an FBO/Fuel Supplier, ("FBO") with its principal offices located at \_\_\_\_\_, city of \_\_\_\_\_, in the county of \_\_\_\_\_, and state of \_\_\_\_\_.

WHEREAS, the FBO is in business to provide fuel and services to aircraft owners and pilots nationwide; and

WHEREAS, the FBO desires to provide its customer's and other pilots (collectively, "PILOTS") with fuel and services; and

WHEREAS, Fillup Flyer Fuel Finder provides a national fuel price information service and has developed procedures and computer software to deliver a variety of fuel price and fbo information to pilots delivered through the internet; and

NOW, THEREFORE, in consideration of the foregoing and the mutual promise and covenants contained herein, FFFF and the FBO agree as follows:

### Definitions:

"Overflight Targeted Marketing Advertising" shall be defined as -- the process of placing special images and advertising for the FBO in Fillup Flyer reports. These special images would be dynamically inserted in real-time in internet reports when a pilots flight plan would overfly the FBO's airport. An example of a report in which an FBO has been inserted due to the "Overflight Targeted Marketing Advertising" is located at...

<http://www.fillupflyer.com/targeted-marketing-sample.htm>

"Logistical Data Links" shall be defined as -- Dynamically compiled with each listed possible fuel stop, waypoint, and destination FBO in a "Fuel Report". Click on the hyperlink and your web browser sends a request back out through the internet and returns with a street map having the airport labeled prominently in the center of the map. The map is housed in a control panel looking similar to a radar display in an aircraft cockpit. The full color maps show major bodies of water, roads, towns, suburb names and major attractions just like a full color conventional real street map. In fact these maps were developed for use in the new GPS navigation systems built for automobiles.

"Fuel Reports" shall be defined as -- four copyrighted computerized report

formats listed below:

- (1) Route Based Reports
- (2) Multi-Destination Non-Stop Reports
- (3) Area Wide Reports
  - (a) sorted by cost
  - (b) sorted by distance
- (4) Statewide Reports
  - (a) include Statewide Fuel Price statistics

"Services" shall be defined as -- "Fuel Reports" and computerized internet data delivery services, including dynamic insertion of linked "Banner Advertising" contained within the content of each report delivered.

1. Business Relationship:

Nothing contained in this Agreement shall be considered as creating an employer/employee relationship, joint venture or partnership between the parties. The FBO and FFFF are separate entities entering into a agreement for the provision of the "Services". FFFF acknowledges that its relationship with the FBO is as an independent contractor. FFFF agrees that all persons and agents working in connection with FFFF's business pursuant to this Agreement shall be considered and treated as employees or agents of FFFF, and FFFF shall be solely responsible for all fees, wages, benefits, taxes and insurance, including but not limited to, worker's compensation insurance and unemployment insurance, arising out of or in connection with such employment or agency relationship.

2. Conditions:

- (a) During the term of this agreement, FFFF shall provide the "Overflight Targeted Marketing Advertising" and services as listed above.
- (b) FFFF agrees to provide the complete "Services" as they exist at the time this agreement is executed, and to provide the FBO, during the term of this agreement, with any new "Overflight Targeted Marketing Advertising" enhancements which are offered without charge to any other FFFF subscribers or FBOs which use the World Wide Web for access.

(c) the FBO agrees not to sublicense or sell for redistribution to any other party the "Services".

(d) From time to time the FBO may desire "Programming Changes".

(1) This agreement includes 1/4 (.25) hours of programming time each calendar month for use in the calendar month of a the FBO request.

1. If the "Programming Changes" can not be made in .25 hours, FFFF will make such services available at the FBO sole discretion and request at the initial rate of \$145.00 per additional hour.
2. If the FBO already has a web page, FFFF will dynamically include a link to the FBOs web page in all qualifying reports.
3. During the start-up period if the FBO desires, FFFF will create a single web-page, stored and served on the Fillup Flyer Fuel Finder site, providing the text for this page is provided by the FBO. Any graphics to be used on the above page must also be supplied by the FBO. FFFF reserves the sole right of approval of any graphical images to be used on the FFFF site. The creation of this page will not be considered additional programming and be included in the base start-up costs.

(e) "Logistical Data" is available from other web sites on the web for free and FFFF only provides specific links to such sites which directly loads the appropriate airport area. FFFF can not guarantee the perpetual availability of the "Logistical Data Links", however FFFF will make every effort to find replacement links providing similar if not identical data available on the internet in the same manner as above.

(f) FFFF has specific procedures in place which ensure FFFF calls the FBOs listed in its database on an average of every 30 days for an update of fuel price data.

(1) to ensure all fbos are consistently updated, FFFF automatically generates a statistical report daily. Excerpts of such a report are included in an attachment to this agreement. This report can be modified to provide a variety of statistics allowing FFFF to evaluate the update frequency of the data at any given time period. i.e. What percentage of the FBOs in the Southeast Region have been updated within the last 7 days? (This question is asked prior to an AOPA convention in Orlando, or an

NBAA Finals in New Orleans .... This ensures that venues of high air traffic heading towards an event sees that the latest data available.)

3. Agreement Term and Annual Cost:

This agreement will be in effective as of the date written below, and will continue in full force and in effect for a period of 365 days, unless terminated for just cause as specified in this agreement, as per the terms of termination as structured herein: The cost for the "Overflight Targeted Marketing Advertising" is \$600 for a 365 day period. FFFF agrees to have the "Overflight Targeted Marketing Advertising" insertion complete within 3 working days of the receipt of payment and the text and graphics to be supplied by the FBO.

4. Renewal:

This Agreement shall renew automatically at the end of the initial 365 term for an additional 365 term, unless the FBO notifies FFFF within 30 days prior to the last day of the agreement. Thirty days prior to the automatic renewal date kFFFF will invoice the FBO for the advertising at the then existing rate. Should the FBO not wish to renew the agreement the FBO can merely write "please cancel" on said invoice and mail it to FFFF and this agreement will be terminated as per paragraph 5 below.

5. Default and Termination:

This Agreement shall remain in effect from the date hereof, subject to the terms of Paragraph 1 above. Notwithstanding the provisions of Paragraph 1 above, shall be terminable following the breach by either party of any other term or condition hereof, and such breach shall not have been cured, rectified or terminated within thirty (30) days after written notice thereof has been given to the other party.

Upon termination, the FBO shall have no further benefits from the "Services"

Failure of the FBO to make any timely payment or to otherwise cause a default accelerates all of the remaining payments making all the payments due and payable as of date of default.

6. Force Majeure:

Neither party shall be responsible for failure of performance due to causes beyond its control, including but not limited to accidents, acts of God, labor disputes, actions of any government agency, shortage of materials, fire, lightning, interruptions or delays in transportation, fuel supplies or electrical

power.

7. Service and Trademark Protection:

FFFF agrees to take any and all steps required by the FBO to identify and protect the FBO proprietary interest in its trademarks, service marks, trade names or other names or marks which may be confusingly similar to any of the FBO existing trademarks, service marks or tradenames, whether or not said marks or names are currently licensed or registered as such, concerning the use of said marks in any form in connection with this Agreement. The FBO agrees to take any and all steps required by FFFF to identify and protect FFFF's proprietary interest in its trademarks, service marks, trade names or other names or marks which may be confusingly similar to any of FFFF's existing trademarks, service marks or trade names, whether or not said marks or names are currently licensed or registered as such, concerning the use of said marks in any form in connection with this Agreement. the FBO agrees not to use the service marks, trademarks, trade names or similar confusing names or trademarks of FFFF in any fashion, including but not limited to marketing efforts, without the prior written approval of FFFF.

8. Confidentiality:

Each party to this Agreement shall exercise the highest standard of care to protect the confidentiality of any information (including but not limited to customer lists, telephone numbers, market research, etc.) disclosed to the other party. This duty of nondisclosure will continue despite modification, cancellation, nonrenewal or other termination of this Agreement and shall apply to both parties, their parent corporations, subsidiaries, affiliates, agents or employees. Any list of the FBO Customers provided by the FBO to FFFF for purposes of this Agreement is the property of the FBO, and will not be used by FFFF its subsidiaries, affiliates, agents for any other purpose than supplying fuel pricing information to the FBO Online users. The parties understand that if either fails to comply as specified herein, the breaching party shall be subject to legal action by the non-breaching party.

9. FBO, Website, and Link Specifications:

a. FBO name: \_\_\_\_\_

b. Airport ID: \_\_\_\_\_

c. URL of existing website: \_\_\_\_\_

d. 210 Characters of description for the database:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

e. Contact Name: \_\_\_\_\_

f. Location of graphics to use in the report  
(URL's or filenames is emailed or sent on diskette)  
(max width=300 height=300 size= 15K animation is OK)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

g. Location of text to use if FFFF is preparing a web page  
(URL or filename if emailed or sent on diskette)  
\_\_\_\_\_  
\_\_\_\_\_

10. Miscellaneous

(a) All notices required herein shall be in writing and delivered to the parties hereto, or sent by a nationally, recognized overnight courier service, or mailed to the parties hereto by registered or certified mail, postage prepaid, return receipt requested, at the addresses set forth below:

to the FBO.

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to FFFF:     Fillup Flyer Fuel Finder,  
                  a division of W.D.I.A. Corporation  
                  7721 Hamilton Avenue  
                  P.O. Box 31221  
                  Cincinnati, Ohio 45231  
                  Attn: Mark Hanna  
                  President

Any such notice shall be deemed effectively given and received at the time of delivery, if delivered personally or by any express mail service for which a delivery receipt has been obtained, or on the next business day, if sent for overnight delivery by a nationally recognized overnight courier service, or ten (10) days, if mailed, after the same is deposited in the United States mail, providing the party has a return receipt. Either party may designate a different address for the purpose of this section by notice given in accordance herewith.

(b)     Governing Law:

                  This Agreement is pursuant to and governed by the laws of the adjoining party.

(c)     Assignment:

                  Neither party may assign this Agreement or any of its rights or obligations hereunder.

(d) Entire Agreement:

This Agreement supersedes all prior contemporaneous written or oral agreements and constitutes the entire agreement between FFFF and the FBO and may not be modified except by written instrument and executed by authorized representatives of both parties.

Each individual executing this Agreement on behalf of each party represents and warrants that he or she is authorized to execute and deliver this Agreement on behalf of such party and that this Agreement is binding upon such party in accordance with its terms.

_____	_____
Signature and Title	FBO representative Signature and Title
_____	_____
Print Name	Print Name
Fillup Flyer Fuel Finder	
division of W.D.I.A. Corporation	
_____	_____
Date	Date











NORTHWEST REGION

Area 100LL Jet-A 80 Octane Auto Fuel

Highest..... 2.87 2.51 2.49 2.00

Average..... 2.14 2.02 2.12 1.74

Lowest..... 1.68 1.50 1.70 1.55

Difference High to Low.. 1.19 1.01 0.79 0.45

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SOUTHWEST REGION

Area 100LL Jet-A 80 Octane Auto Fuel

Highest..... 2.79 2.62 2.46 1.89

Average..... 2.10 1.99 2.02 1.65

Lowest..... 1.65 1.29 1.70 1.15

Difference High to Low.. 1.14 1.33 0.76 0.74

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N CENTRAL REGION

Area 100LL Jet-A 80 Octane Auto Fuel

Highest..... 2.60 2.45 2.07 1.85

Average..... 2.03 1.95 1.99 1.55

Lowest..... 1.57 1.42 1.89 1.05

Difference High to Low.. 1.03 1.03 0.18 0.80

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S CENTRAL REGION

Area 100LL Jet-A 80 Octane Auto Fuel

Highest..... 2.51 2.41 0.00 1.87

Average..... 2.00 1.95 0.00 1.50

Lowest..... 1.44 1.25 0.00 1.19

Difference High to Low.. 1.07 1.16 0.00 0.68

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E CENTRAL REGION

Area 100LL Jet-A 80 Octane Auto Fuel

Highest..... 2.75 2.47 2.51 1.92  
Average..... 2.07 2.01 1.99 1.47  
Lowest..... 1.65 1.30 1.65 1.25  
Difference High to Low.. 1.10 1.17 0.86 0.67

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NORTHEAST REGION

Area 100LL Jet-A 80 Octane Auto Fuel

Highest..... 3.50 3.23 2.49 2.14  
Average..... 2.12 2.01 2.07 1.60  
Lowest..... 1.52 1.49 1.55 1.12  
Difference High to Low.. 1.98 1.74 0.94 1.02

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SOUTHEAST REGION

Area 100LL Jet-A 80 Octane Auto Fuel

Highest..... 3.11 2.55 2.15 1.88  
Average..... 2.11 2.00 1.97 1.56  
Lowest..... 1.59 1.25 1.35 1.23  
Difference High to Low.. 1.52 1.30 0.80 0.65

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ALABAMA

Area 100LL Jet-A 80 Octane Auto Fuel

Highest..... 2.58 2.25 0.00 1.35  
Average..... 2.08 1.95 0.00 1.35  
Lowest..... 1.59 1.25 0.00 1.35  
Difference High to Low.. 0.99 1.00 0.00 0.00