

# Product Loan Agreement

This Agreement has been made by and between JETLOG Corporation, having its principal place of business at 70 N Ellsworth Avenue, San Mateo, CA 94401 ("JETLOG") and

\_\_\_\_\_ ("Company")

JETLOG Product: \_\_\_\_\_

No: \_\_\_\_\_

Accompanying Material: \_\_\_\_\_

## 1. Company's Rights and Obligations

1.1 Subject to the conditions herein, JETLOG grants the Company a non-transferable, non-exclusive, limited license to use the Product for the sole purpose of testing in connection with Company's creation of a product review and/or article for publication. The Product may only be tested in accordance with the instructions given by JETLOG, represented by the Operation Manual.

1.2 The Product will be used in a responsible and timely manner. JETLOG reserves the right to claim compensation from Company for any damage, misuse and/or loss of the Product.

1.3 Any review or article of the Product shall be sent to JETLOG or other party designated by JETLOG in accordance with the instructions given by JETLOG.

## 2. Term

2.1 The right to use the Product expires 14 days after receipt by Company unless specified otherwise.

2.2 JETLOG may, at any time, request the return of the Product.

2.3 After expiration date, Company shall without separate request of JETLOG forthwith return the Product in its original packaging together with all documentation and material relating to the Product to JETLOG or other party designated by JETLOG in accordance with the instructions given by JETLOG.

2.4 A copy of this agreement shall be signed by JETLOG as evidence of Product returned.

## 3. Confidentiality

3.1 Company agrees to hold all confidential information received from JETLOG or JETLOG PR representative, the Product and/or any findings the Company has made regarding the Product in strict confidence and not to disclose the same to any third parties without JETLOG prior consent.

3.2 Subject to the foregoing, Company shall restrict access to information received from JETLOG to only those of its employees to whom such access is necessary for carrying out the Purpose and advise such employees of the obligations assumed herein. In particular the Company shall limit the access to the Product to only those of its employees to whom such access is necessary for doing agreed tests.

**4. LIMITATION OF LIABILITY**

4.1 JETLOG DOES NOT MAKE ANY EXPRESS, IMPLIED OR STATUTORY WARRANTIES, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A COURSE OF DEALING, TRADE USAGE OR TRADE PRACTICE. JETLOG DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF, OR THE RESULTS OF THE USE OF, THE PRODUCT IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE, AND THE COMPANY RELIES ON THIS PRODUCT AND ITS RESULTS SOLELY AT THE COMPANY'S OWN RISK.

4.2 JETLOG SHALL IN NO EVENT BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS, PROPERTY DAMAGE, PERSONAL INJURY, LOSS OF PROFITS, INTERRUPTION OF BUSINESS, OR FOR ANY OTHER SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, HOWEVER CAUSED.

**5. Applicable Law**

5.1 This Agreement shall be construed and interpreted in accordance with the laws of California.

IN WITNESS WHEREOF, the parties have signed this agreement.

JETLOG CORPORATION

COMPANY

\_\_\_\_\_ by

\_\_\_\_\_ by

\_\_\_\_\_ date

\_\_\_\_\_ date

Materials Returned: \_\_\_\_\_

Materials Returned Acknowledgement:  
JETLOG CORPORATION.

\_\_\_\_\_ by:

\_\_\_\_\_ date: