

**TERMS AND CONDITIONS OF SALE – TRAINING SERVICES (REV. 04/01/2022)**

1. **Nature of these Terms and Conditions.** These Terms and Conditions of Sale (“**Terms and Conditions**”) are incorporated by reference into each Training Services Agreement (the “**Services Agreement**” and, together with these Terms and Conditions, the “**Agreement**”) entered into between the customer named in the Services Agreement (“**Customer**”) and FSTAT or any of its subsidiaries or related entities (each, individually or collectively, “**FSTAT**”). Individuals trained pursuant to the Agreement are referred to as “**Clients**.” If the Services Agreement has expired or is otherwise not in effect, and FSTAT permits services to be provided, Customer agrees that FSTAT will conduct such training pursuant to these Terms and Conditions. All other terms and conditions, including those set forth in any purchase order or request for proposal provided by Customer, are expressly excluded, and Customer agrees that the Agreement is the entire and exclusive understanding of the parties.

**2. Training Services**

(a) FSTAT will provide the training services described in the Services Agreement (the “**Services**”) at the appropriate FSTAT facility in accordance with applicable laws and regulations. FSTAT Instructors providing the Services will be appropriately certified and trained in accordance with legal and regulatory requirements, and all simulators and other training devices will be maintained and operated in accordance with all applicable laws and industry standards.

(b) Customer authorizes FSTAT to contact Clients to schedule and receive the Services. To facilitate FSTAT’s provision of the Services, Customer agrees to take the following actions relating to Clients:

- (i) Promptly provide accurate means of contacting Clients as requested by FSTAT;
- (ii) Obtain any legally required affirmative consent from Clients relating to Customer’s sharing of personal data with FSTAT, including any consents as may be required under the General Data Protection Regulation (“GDPR”) (including cross-border transfers) and any other federal, state/provincial, or local law or regulation governing disclosure, sharing, or use personal data or information necessary to provide the Services (“**Consents**”);
- (iii) Provide copies of all Consents to FSTAT promptly upon request and reasonably in advance of provision of Services to ensure regulatory compliance;
- (iv) Advise and assist Clients to obtain the proper work permit, visa, or other legally required authorization to enter the country in which FSTAT will provide the Services;
- (v) Promptly notify FSTAT of any Clients no longer authorized to receive the Services.

(c) When maintenance training is requested at a Customer’s location, such training will be presented as “theory only.” If Customer requests “practical” training in addition to the theoretical training, where Customer’s aircraft will be utilized during the performance of such training, then Customer agrees to enter into a separate agreement related to that training. Customer agrees that any requested in-aircraft training, “practical” maintenance training using Customer’s aircraft at Customer’s location, or the provision of crew services will be governed by a separate agreement.

(d) Any changes to the list of training programs set forth in the Services Agreement are valid only if described in an addendum signed by both parties. Customer agrees that no additional training will be scheduled unless and until the parties have agreed to and signed such an addendum

**3. Fees and Payment**

(a) Unless provided otherwise, payment of all fees is due and payable thirty (30) days from receipt of the relevant invoices by electronic transfer in the invoiced currency. FSTAT will not accept any deductions or set offs to the invoice amount and does not provide discounts for early payment.

(b) Any past due amounts will be subject to an interest charge at the rate of one and one-half percent (1.5%) per month on the outstanding balance. Customer agrees that it will pay FSTAT’s reasonable legal and other expenses incurred in the collection of past due amounts.

(c) FSTAT will include on its invoice any withholding or other taxes (sales, use, VAT, GST, HST or the like), if any, that are or become due on the payments from Customer to FSTAT; provided, however, Customer acknowledges that the failure to include such amounts does not relieve Customer of its responsibility for taxes owed.

(d) All rates are subject to escalation on each annual anniversary of the effective date of this Agreement. Unless the Services Agreement states otherwise, rates will be adjusted by the percent increase, if any, set forth in the U.S. Government Consumer Price Index- All Urban Consumers (CPI-U), U.S. City Average by expenditure category, Education (not seasonally adjusted for the most recently available twelve-month period ending three months prior to the applicable effective-date anniversary.

(e) Customer acknowledges that the Services and the instructional devices and materials used for the Services may change from time to time due to regulatory and legal requirements. Pricing adjustments or surcharges may be made to account for such changes, which may include, without limitation, amendments to training programs, simulator certification requirements, or other instructional modifications to ensure regulatory compliance. These additional charges will be invoiced if applicable.

(f) FSTAT may deny or postpone Services when Customer is not in compliance with payment terms, until such time that Customer’s account is no longer past due.

(g) Subject to any legal requirements to the contrary, Customer agrees to pay all of FSTAT’s reasonable expenses, including, among other things, transportation, food, and lodging for any Services requiring travel of an FSTAT employee.

(h) If a Client does not attend a scheduled training course without first notifying FSTAT in writing, Customer will be responsible for payment of the full rate for the course as shown in the Agreement.

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**4. Termination.** Notwithstanding any termination provisions set forth in the Services Agreement, either party may terminate all or a portion of this Agreement for a material breach of material obligations by the other party, if such breach is not cured after fifteen (15) days after the written notice of the breach is given by the terminating party to the breaching party (provided, that, if the breaching party has begun to cure the breach within such period, the terminating party shall allow an additional five (5) day period to cure such breach). In addition, either party may terminate this Agreement if the other becomes insolvent, makes an assignment for the benefit of creditors, is adjudged bankrupt or if a receiver is appointed for the whole or any part of its assets. Regardless of the reason for termination, FSTAT will be entitled to payment for any Services performed or in progress at the time of termination. FSTAT also reserves the right to immediately terminate the Agreement if FSTAT determines, in its sole discretion, Customer and/or its clients or representatives are or may be in violation of Section 7.

**5. FSTAT Materials.** The parties agree that FSTAT owns all rights, title, and interest in and to any and all pictures, prints, motion pictures, audio or visual tapes, artists' renderings, plans, ideas, inventions, data, tools, media, documentation, training or course materials, syllabi, courseware, software, reports, concepts and any other materials, created or developed by FSTAT in connection with this Agreement (the "**FSTAT Materials**"). All FSTAT Materials are and will remain the exclusive property of FSTAT, except as may be otherwise agreed to in writing by Customer and an authorized representative of FSTAT. Subject to the terms of this Agreement, including its payment terms, FSTAT grants Customer and Clients a limited, non-exclusive, non-transferable, non-assignable, revocable license to use the FSTAT Materials solely in connection with the Services. The FSTAT Materials are not intended for use in-flight or in maintenance operations. Customer may not copy, modify, or create derivative works based on, distribute to others or transfer the FSTAT Materials without written consent from an authorized FSTAT representative.

**6. Customer Materials.** The parties agree that Customer owns all rights, title, and interest in and to any and all training materials provided by Customer, including all paper manuals, courseware, and documents necessary to deliver the training syllabi (the "**Customer Materials**"). Such Customer Materials are and will remain the exclusive property of Customer, except as may be otherwise agreed to in writing by an authorized representative of Customer and FSTAT. Subject to the terms of this Agreement, if Customer provides Customer Materials for purposes of the Services, Customer grants FSTAT a limited, non-exclusive, non-transferable, non-assignable, revocable right to use the Customer Materials solely in connection with Services. Such Customer Materials may not be copied, distributed to others, or transferred to others for any reason.

**7. Compliance with Laws and FSTAT Policies.** The parties will comply with all applicable local, state, and federal laws, orders, regulations, and rules in their performance of this Agreement, including Section 612 of Vision 100-Century of Aviation Reauthorization Act, as amended. Customer represents and warrants that the technical information (and any related materials) received from FSTAT will not be (i) used by or shared with any individual or entity of the government of the Crimea region of Ukraine, Cuba, Iran, North Korea, Sudan, or Syria or any other countries or regions for which the United States maintains a comprehensive sanctions program; or (ii) any individual, organization, or entity included on the U.S. list of restricted or prohibited persons or entities (including, without limitation, the U.S. Office of Foreign Assets Control List of Specially Designated Nationals and Blocked Persons, U.S. Bureau of Industry and Security – BIS-Entity List, BIS List of Denied Persons, BIS Unverified List, U.S. Directorate of Defense Trade Controls list of Debarred Parties, and similar and applicable lists issued by the European Union. Customer further represents and warrants that it is not under the control of, or a national or resident of, any embargoed country or region or listed as a restricted or prohibited person on any of the above lists. Customer further represents that, to the extent applicable, it complies with: (i) the United States Foreign Corrupt Practices Act of 1977, as amended (the "**FCPA**"), (ii) the UK Bribery Act 2010 (the "**UKBA**"), and (iii) all other similar or equivalent anticorruption and/or anti-bribery laws of any government or regulatory authority applicable to Customer (collectively, the "**Anti-Corruption Laws**"). Without limiting the generality of the foregoing, Customer shall, and shall cause its representatives to, comply with the Anti-Corruption Laws, including maintaining and complying with all policies, procedures and controls to ensure continued compliance with all applicable Anti-Corruption Laws. Customer and its personnel shall comply with any policies and procedures of FSTAT of which FSTAT may provide Customer with reasonable advance notice and shall execute and/or cause its personnel to execute any acknowledgement, certifications, or other documents in connection therewith.

**8. Indemnification.** Customer hereby agrees to indemnify, defend (with competent and experienced counsel reasonably acceptable to FSTAT) and hold harmless FSTAT and its affiliates, and their respective shareholders, directors, officers, employees, and agents (the "**FSTAT Indemnified Parties**") from and against any claims, liabilities, rights, demands, suits, matters, obligations, damages, losses, actions or causes of action, of every kind and description, in law or equity, whether based in tort, contract, or any other theory of legal recovery (each, a "**Claim**") relating to or arising out of (i) acts or omissions of Customer or its officers, directors, employees or agents in the performance of Customer's obligations under this Agreement, (ii) a breach of this Agreement by Customer or Customer's failure to ensure compliance of a Client's obligations, or (iii) incidents or accidents of any nature involving aircraft controlled by or utilized by any Customer, its clients or representatives including any damage to aircraft. Customer agrees that its obligation hereunder includes payment of reasonable legal fees, costs and disbursements incident to establishing the right to indemnification.

**9. Limitation on Liability**

(a) IN NO EVENT SHALL FSTAT BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, MULTIPLE, OR PUNITIVE DAMAGES OR ANY DAMAGE DEEMED INDIRECT OR CONSEQUENTIAL AND ARISING OUT OF OR RELATED TO ITS PERFORMANCE UNDER THIS AGREEMENT, WHETHER BASED UPON BREACH OF CONTRACT, WARRANTY, INDEMNITY, NEGLIGENCE AND WHETHER GROUNDED IN TORT, CONTRACT OR CIVIL LAW OR OTHER THEORIES OF LIABILITY, INCLUDING STRICT LIABILITY.

(b) IN NO EVENT SHALL THE TOTAL CUMULATIVE LIABILITY OF FSTAT FOR THE PERFORMANCE OR BREACH OF THIS AGREEMENT EXCEED THE PRICE PAYABLE FOR THE SERVICES BY CUSTOMER.

(c) Nothing in this Section 9 excludes or limits liability of FSTAT if such liability may not be excluded or limited by law.

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**10. Confidentiality.** The parties agree to hold the terms of this Agreement in strict confidence and not to disclose them to any other person. The parties hereto shall treat as confidential all information provided by a party to the others regarding such party's business and operations. All confidential information provided by a party hereto shall be used by any other parties hereto solely for the purposes of the Services and shall not be disclosed to any third party without the prior consent of such providing party. The foregoing shall not be applicable to any information that is publicly available when provided or which thereafter becomes publicly available other than in contravention of this Section 10 or which is required to be disclosed by any regulatory authority in the lawful and appropriate exercise of its jurisdiction over a party, any auditor of the parties hereto, by judicial or administrative process or otherwise by applicable law or regulation.

**11. Consent to Use of Data.** For purposes of this Agreement: "Data Laws" include any applicable data privacy, data protection, data security, or data breach notification law, rule, or regulation; and "Personal Information" means information that identifies or can reasonably be used by the anticipated recipient to identify a natural person, or is otherwise regulated as personal information under any applicable Data Law. Customer retains control of Personal Information and remains responsible for its compliance obligations under the applicable Data Laws, including providing any required notices and obtaining any required consents, and for the instructions regarding the Personal Information that Customer gives to FSTAT. FSTAT will collect only the Personal Information necessary to provide the Services and will use such information in accordance with its Privacy Policy or Notice, as applicable, and found at [www.flightsafety.com](http://www.flightsafety.com) and will use such information in accordance with its Privacy Policy and Privacy Notice, as applicable.

**12. Professional Conduct.** As part of Services provided under this Agreement, it is FSTAT's expectation that both parties will maintain professional conduct and treat each other with respect and dignity throughout the course of this Agreement.

**13. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the United States and the State of New York. Any legal action arising out of or relating to this Agreement will be Instituted exclusively in the U.S. federal or state courts located in Franklin County, Ohio. The parties waive all rights to a jury trial

**14. Successors and Assigns.** Customer may not assign or delegate any of its rights or obligations under this Agreement, without the written consent of an authorized FSTAT representative. FSTAT may assign freely this Agreement with written notice to Customer. This Agreement binds and benefits the parties and their respective permitted successors and assigns.

**15. Notice.** Other than routine communications made in the ordinary course of performing any obligations under this Agreement, all notices or other communications required or permitted to be given under this Agreement must be in writing.

**16. Severability.** In case any provision in this Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction all other valid, legal, and enforceable terms will remain in effect.

**17. Entire Agreement.** This Agreement constitutes the final agreement between the parties on the matters contained in this Agreement and supersedes all prior and contemporaneous negotiations and agreements between the parties.

**18. Waiver.** The failure of either party at any time to require the performance by the other party of any term of this Agreement will not affect such party's right thereafter to enforce the same, nor shall the waiver by either party of any breach of any agreement, term, covenant or condition hereof be held to be a waiver of any succeeding breach of any such agreement, term, covenant and condition itself.

**19. Force Majeure.** FSTAT shall not be responsible for a failure or delay of its obligations under this Agreement to the extent that performance of such obligation is prevented or delayed by reason of breakdown, accident, casualties, acts of God, riots, insurrection, war (declared or undeclared), terrorism, terrorist threats, or other criminal conduct or civil unrest, fire, flood, severe weather, sabotage, epidemic, pandemic or a similar global health crisis, strikes, lockouts, or labor or civil disturbances, actions of governmental authorities, governmental requests, restrictions, laws, regulations, orders, omissions or actions, restraints, or delays impacting power, storage, transportation, or supplies, such as telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials, embargoes, or unforeseen circumstances or any other similar or dissimilar events or causes beyond FSTAT's reasonable control. In the event a force majeure event is, in FSTAT's reasonable opinion, likely to last in excess of 90 days, FSTAT may, in its discretion and with no further obligations or liabilities, terminate this Agreement effective upon the date of written notice to Customer.

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