

TERMS AND CONDITIONS OF SALE – TRAINING SERVICES
(REV. 07/01/2024)

1. **Nature of these Terms and Conditions.** These Terms and Conditions of Sale (“**Terms**”) are incorporated by reference into each training services agreement (the “**Services Agreement**”, together with these Terms, the “**Agreement**”) between the customer named in the Services Agreement (“**Customer**”) and FlightSafety Textron Aviation Training LLC and/or any of its subsidiaries or related entities (“**FSTAT**”). Individuals trained pursuant to the Agreement are referred to as “**Clients**.”
2. **Relationship with Services Agreement.** FSTAT will provide the services described in the Services Agreement (the “**Services**”) in accordance with applicable laws and regulations. If the Services Agreement has expired and is otherwise not in effect, and FSTAT nevertheless provides services to Customer, Customer agrees that FSTAT will provide those services pursuant to these Terms. All other terms and conditions, including those set forth in any Customer purchase order, statement of work, or request for proposal, are expressly excluded from these Terms, and Customer agrees that the Agreement is the entire and exclusive understanding of the parties. In the event of a conflict between these Terms and the Services Agreement, the Services Agreement controls. Any changes to these Terms must be separately agreed to in writing by FSTAT and Customer and incorporated into this Agreement.
3. **Services Location.** The location where Services are provided is subject to training device availability and other related considerations in FSTAT’s sole discretion. Depending upon the training location, Services may be delivered by a FSTAT subsidiary or related entity. Maintenance training Services at a Customer location are provided as “theory only.” In-aircraft training, “practical” maintenance training using Customer’s aircraft at Customer’s location, or provision of crew services will be governed by a separate services agreement.
4. **Services Personnel and Equipment.** FSTAT personnel delivering Services will be appropriately certified and trained in accordance with applicable legal and regulatory requirements. All simulators and other training devices will be certified, maintained, and operated in accordance with all applicable laws, regulations, and industry standards.
5. **Scheduling.** Customer authorizes FSTAT to contact Clients to schedule and receive the Services. To facilitate provision of the Services, Customer agrees to: (i) promptly provide FSTAT accurate means of contacting Clients; (ii) advise and assist Clients to obtain proper work permits, visas, or other legally required authorizations to enter and receive the Services within the country as scheduled; (iii) promptly notify FSTAT of any Clients no longer authorized to receive the Services (e.g., Clients who are no longer employed by Customer); and (iv) provide to FSTAT all required prerequisite documentation for each Client prior to the start of Services including, where applicable, valid and current pilot licenses, certificates, and supporting documentation. Customer may not, under any circumstances, sell or resell its scheduled slots for Services to third parties, and FSTAT may terminate this Agreement or any specific Client’s training for violation of this section.
6. **Payment.** YayPay is FSTAT’s exclusive portal for issuing invoices to Customer. Payments can be processed directly through YayPay or as otherwise instructed on the invoice and must include proper payment remittance. Invoices will be issued to Customer through YayPay from fsi.ar@flightsafety.com. Customer must make full payment in the invoiced currency at least 30 calendar days prior to the first day of each scheduled training event. For training scheduled within 37 calendar days of the first day of training, Customer must make payment in full within 7 calendar days after invoice issuance. Reservations will be cancelled if payment is not received under the terms of this agreement.
7. **Disputed Invoices, Late payments, Offsets.** Invoices that Customer believes to be inaccurately issued or incorrect in amount must be disputed by Customer within 30 days of issuance. FSTAT will not accept any deductions or set offs to the invoice amount and does not provide discounts for early payment. Failure to pay invoices as they are due may result in (i) an interest charge of 1.5% per month on the outstanding balance; and/or (ii) cancellation of any or all of Customer’s scheduled training. Customer agrees that it will pay FSTAT’s reasonable legal and other expenses incurred in the collection of past due amounts.
8. **Unapplied Payments.** In the absence of timely payment remittance instructions from Customer within 180 days of receiving a payment on Customer’s account, any unapplied payment aged older

than 180 days will be applied by FSTAT to unpaid invoices beginning with the oldest unpaid invoice until the balance of the unapplied payment is exhausted.

9. **Taxes.** Customer assumes all obligations to pay, directly or indirectly, all present and future Taxes arising out of or related to the Services, including any applicable withholding Tax and excluding any income Tax imposed on FSTAT. “**Tax**” means any tax, fee, charge, or duty and any interest, penalty, fine, or other additions to tax, including, without limitation, sales, use, excise, value added, goods and services, stamp, import, export, customs, transfer, and similar taxes imposed by any domestic or foreign taxing authority, instrumentality, or agency.
- a. **Proof of Withholding Payment.** If withholding Tax is assessed to Customer under applicable law, Customer will provide FSTAT with official Tax receipts or other acceptable evidence of payment. Notwithstanding such payment, Customer shall pay to FSTAT the entire pre-Tax amount due to FSTAT for the Services.
 - b. **Tax Exemptions.** If applicable to Customer, Customer will provide evidence reasonably satisfactory to FSTAT of Customer’s tax-exempt status. Upon receipt of such evidence, FSTAT will not charge Customer any Taxes from which Customer is exempt. Upon FSTAT’s request, Customer will assist FSTAT to (i) obtain any applicable Tax exemption; and (ii) complete and processing any application form to obtain any applicable Tax treaty benefit.
 - c. **Tax Audit.** If FSTAT is audited by any taxing authority(ies) in connection with the Services, FSTAT and Customer agree to reasonably cooperate in the event of a potential challenge to the assessment by the taxing authority(ies), and Customer shall not unreasonably condition, delay, or withhold that cooperation to FSTAT. The party requesting to challenge the audit assessment will be responsible for all legal fees and other expenses related to such challenge. Any fines, penalties, interest, and additions to Taxes or similar liabilities imposed as a result of the audit, will be passed onto Customer in a manner consistent with this Section, except for any late payment penalties and interest which would be the responsibility of FSTAT due to its failure to timely remit Taxes.
10. **Rates, Fees, & Expenses.** All prices set forth in the Services Agreement (“**Prices**”) are subject to escalation on each annual anniversary of the effective date of this Agreement. Prices will be adjusted by the percent increase, if any, set forth in the U.S. Government Consumer Price Index–All Urban Consumers (“**CPI-U**”), not seasonally adjusted, for the most recently available 12-month period ending three months prior to the applicable effective date anniversary. Prices will be unchanged if the CPI-U decreases for the applicable period. Prices are further subject to increase or surcharges from necessary updates to training materials or devices used to deliver the Services due to legal or regulatory requirements. Such additional surcharges will be separately invoiced if applicable.
- a. **Cancellation Fees.** Proactive reservation management is critical to ensuring training availability and cancellations disrupt continuity in operations to all customers and service delivery. As a result, the following cancellation fees are charged for scheduled training events cancelled by Customer or Client, regardless of whether or when the training is rescheduled for a later date: (i) 50% of the applicable rate for cancellations between 30 and 14 calendar days before the training start date; and (ii) 100% of the applicable rate for cancellations made 13 or fewer calendar days before the training start date. Customer’s training slot for the date, program, and location is forfeited by Customer immediately upon cancellation and may be filled immediately by FSTAT in its sole discretion. The fees stated in this section will apply regardless of whether FSTAT is able to fill Customer’s forfeited slot.
 - b. **Expenses.** If applicable, Customer agrees to pay reasonable expenses, including, among other things, transportation, food, and lodging, for Services requiring travel of a FSTAT employee to a Customer-requested location.
11. **Termination.** Either party may terminate this Agreement, in whole or in part, for (i) a material breach of material obligations by the other party, if such breach is not cured within 15 days of written notice by the terminating party to the breaching party (provided, that, if the breaching party has begun to cure within that 15-day period, the breaching party shall have an additional five-day period to cure); (ii) the other party 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; or (iii) if the terminating party determines, in its sole discretion, that the breaching party is or may be in violation of Section 14 without the ability to cure. Regardless of the reason for termination, Customer agrees it will pay FSTAT for any Services performed or in progress at the time of termination.

12. **FSTAT Materials.** FSTAT exclusively owns and shall retain all rights, title, and/or interest in any training or course materials, syllabi, courseware, software, reports, concepts, pictures, prints, videos, audio or visual recordings, artists' renderings, plans, ideas, inventions, data, tools, media, documentation, and any other materials created or developed by FSTAT in connection with the Services (collectively, "**FSTAT Materials**"). 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. FSTAT Materials are for training purposes only and may not be used for 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.
13. **Customer Materials.** If applicable, Customer retains all of its existing ownership, rights, title, and/or interest in any materials that Customer provides to FSTAT to assist in delivery of Services (the "**Customer Materials**"). 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 without written consent from an authorized Customer representative.
14. **Compliance with Laws and Policies.** The parties will comply with all applicable local, state, and federal laws, orders, regulations, and rules in their performance of this Agreement and reasonable policies of FSTAT communicated to Customer and Clients in writing. As specific examples of compliance requirements, the following obligations apply:
- a. **Sanctions Compliance.** The parties represent that they are not, nor are any of their respective beneficial owners, officers, directors, managers, or employees nor are any of their respective subsidiaries, subsidiaries' officers, directors, managers, or employees (i) listed on any prohibited or sanctioned parties lists administered by the U.S. Department of Treasury Office of Foreign Assets Control ("**OFAC**") or other applicable governmental entity (including, without limitation, Canada, the United Kingdom, and the European Union) imposing economic sanctions or trade embargos ("**Economic Sanctions Laws**"); and (ii) located, organized, or resident in a country or territory that is, or whose government is, the target of sanctions imposed by OFAC or any other governmental entity. Each party shall promptly notify the other party if it, its beneficial owners, officers, directors, managers, or employees or any of its respective subsidiaries, subsidiaries' officers, directors, managers, or employees becomes the target of any Economic Sanctions Laws, or the country or territory where any of them is located, organized, or resident becomes the target of sanctions imposed by OFAC or any other governmental entity (including, without limitation, Canada, the United Kingdom, and European Union).
 - a. **Export Controls.** Customer shall not, directly or indirectly, disclose or export any FSTAT Materials to any jurisdiction or country to which, or any party to whom, or for any use for which the export or disclosure of FSTAT Materials is prohibited by applicable law, regulation, or rule. Customer shall comply with all applicable laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval and/or reasonably assisting FSTAT with obtaining same), prior to accessing or using FSTAT Materials when such licenses or approvals are applicable.
 - b. **Anti-Bribery/Anti-Corruption.** Each party represents that it and its respective directors, managers, officers, employees, and anyone acting on its behalf comply with applicable anti-bribery and anti-corruption laws, including the US Foreign Corrupt Practices Act and the UK Bribery Act 2010 and other such laws that may prohibit, by way of example, providing anything of value to government officials or others (including in some cases, private parties) in exchange for improper advantage.
 - c. **Regulatory.** Customer will assist in and cause Clients to assist in the parties' compliance with aviation industry regulatory requirements applicable to Clients' training and the Services, such as pilot licensure, Section 612 of Vision 100-Century of Aviation Reauthorization Act, and visa requirements for Services provided within the U.S. to non-U.S. residents.
 - d. **Policies.** To receive the Services, Customer and Clients must access FSTAT facilities and routinely interact with FSTAT employees. In so doing, Customer agrees that it and Clients will follow all reasonable and communicated security and safety policies of FSTAT. Further, while interacting with FSTAT personnel, Customer and Clients will conduct themselves professionally and without behavior considered objectively inappropriate, harassing, or discriminatory in a business environment. FSTAT reserves the ability to deny facility access and training to any Client who fails to abide by these requirements.

15. **Personal Data.** This Agreement is subject to FSTAT's Privacy Statement, as may be updated from time to time in accordance with legal requirements, available at: <https://www.FSTAT.com/privacy-statement>. Customer authorizes FSTAT to collect, use, store, and process Personal Data that Customer or Clients provide to FSTAT solely as necessary for the provision or improvement of Services. Customer acknowledges it remains responsible for instructions regarding the Personal Data provided to FSTAT. Customer agrees, as the "controller" or similar under applicable Data Laws, to obtain any legally-required consent(s) from Clients relating to Customer's sharing of Personal Data with FSTAT, such as consents required under the General Data Protection Regulation ("GDPR") (including for cross-border transfers) or any other federal, state/provincial, or local law or regulation governing disclosure, sharing, or use of Personal 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; "**Personal Data**" 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. If FSTAT acts as a service provider, processor, or similar under applicable Data Laws and processes Personal Data on behalf of Customer in connection with performance of this Agreement, FSTAT acknowledges it is prohibited from retaining, using, or disclosing any Personal Data it receives for any purpose other than those stated in this Agreement and consistent with applicable law. This includes a prohibition on retaining, using, or disclosing Personal Data for a commercial purpose other than providing the Services, if such prohibitions are required by applicable Data Laws. FSTAT will not sell, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate any Personal Data it receives from Customer under this Agreement for monetary consideration.
16. **Indemnification.** Each party agrees to indemnify, defend (with competent and experienced counsel), and hold harmless the other party and its affiliates, and their respective, directors, officers, employees, and agents from and against any third party claims, liabilities, rights, demands, suits, matters, obligations, damages, losses, actions or causes of action (each, a "**Claim**") relating to or arising out of (i) grossly negligent acts or omissions of the indemnifying party in the performance of this Agreement; or (ii) breach of this Agreement by the indemnifying party. Further, Customer shall indemnify, defend, and hold harmless FSTAT from and against any third-party Claims arising from incidents or accidents of any nature involving aircraft operated, controlled, or utilized by Customer, Clients, or other Customer representatives including any damage to aircraft. The parties agree that the obligation hereunder include payment of reasonable legal fees, costs, and disbursements incident to establishing the right to indemnification.
17. **Limitation on Liability.** EXCLUDING BREACHES OF CONFIDENTIALITY UNDER SECTION 18, AND UNLESS APPLICABLE LAW PROHIBITS SUCH LIMITS, IN NO EVENT SHALL FSTAT OR CUSTOMER 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. 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.
18. **Confidentiality.** The parties agree to hold the terms of the Services Agreement, FSTAT Materials, Customer Materials, and any other reasonably identifiable confidential information regarding the disclosing party's business (collectively, "**Confidential Information**") in strict confidence. All Confidential Information shall be used solely for the purposes of performing this Agreement and will not be disclosed to any third party without the prior written consent of the disclosing party. Confidential Information does not include information that (i) is publicly available when provided or that later becomes publicly available (through no fault of the receiving party); or (ii) must be disclosed by law to a governmental authority in the lawful and appropriate exercise of its jurisdiction over a party or by judicial or administrative process; or (iii) disclosed to any auditor of the parties.
19. **Governing Law.** The internal laws of the State of Ohio shall govern all matters arising out of or relating to this Agreement, the relationship between the parties pertaining to this Agreement, and all of the transactions it contemplates, including its validity, interpretation, construction, performance and enforcement and any disputes or controversies, without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or other jurisdiction) that would cause the application of laws of any other jurisdiction, and specifically excluding the United Nations Convention on Contracts for the International Sales of Goods.

20. **Litigation.** The parties irrevocably submit themselves to the jurisdiction of the state and the federal district courts located in the State of Ohio. The parties waive any objection based on lack of personal jurisdiction and agree that they may receive service of process in any proceeding relating to or arising out of this Agreement by any means allowed by Ohio law, federal law, or the law of the jurisdiction where they may be served. The parties further agree that venue for any such proceeding shall be Franklin County, Ohio; provided, that FSTAT may bring an action in any state or federal district court having jurisdiction (i) for monies owed; (ii) for injunctive or other extraordinary relief; or (iii) involving possession or disposition of, or other relief relating to Confidential Information. The parties waive all rights to a jury trial.
21. **Assignment.** Neither this Agreement nor any rights, privileges, duties, or obligations hereunder may be assigned, transferred, or delegated (whether by operation of law, change of control, or otherwise) by Customer without the express written consent of FSTAT, which consent shall not be unreasonably withheld, conditioned, or delayed. If assigned, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties.
22. **Miscellaneous.** Other than routine communications (such as to schedule Services), all notices or other communications required or permitted to be given under this Agreement must be in writing to the parties' respective authorized representatives. 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. 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.
23. **Force Majeure.** Other than Customer's payment obligations, neither party shall be liable for performance prevented or delayed by reason of (i) acts of God; (ii) fire, flood, severe weather, earthquake or explosion; (iii) war, invasion, hostilities (whether or not war is declared), terrorist threats or acts, riot, or other civil unrest, labor or civil disturbances; (iv) governmental order, law, or actions; (v) embargoes or blockades in effect on or after the effective date of this Agreement; (vi) national or regional emergency; (vii) telecommunications breakdowns, power outages or shortages, inadequate transportation, or inability or delay in obtaining supplies of adequate or suitable materials; and (viii) other similar events beyond the reasonable control of the impacted party. In the event a force majeure event is, in FSTAT's reasonable opinion, likely to last more than 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.