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AIRLINE TRAINING SERVICES AGREEMENT

Standard terms and conditions for L3 Commercial Airline Training Services Agreement ("Agreement")

By agreeing to purchase these Services the Buyer agrees and confirms its acceptance of these terms and conditions and this Agreement shall govern the terms of said purchase to the exclusion of any other terms and conditions, standard or otherwise, upon which the Buyer accepts or purports to accept the quotation including any terms and conditions contained on the Buyer's Purchase Order.

IT IS HEREBY AGREED AS FOLLOWS:-

1. INTERPRETATION

1.1. In this Agreement words importing the singular only shall also include the plural and vice versa and, where the context requires, words importing persons shall include firms and corporations.

1.2. The use of the term L3 CTS shall be interpreted to include all employees and/or contracted personnel (including sub-contractors) of the L3 Commercial Training Solutions Division.

1.3. The Buyer represents and warrants to L3 CTS it has the full power and authority to enter into and perform its obligations under this Agreement

1.4. "Services" shall mean the training course, wet training or dry training as applicable detailed in the sale order process signed by the Buyer.

2. SERVICE

2.1. In consideration of the price L3 CTS shall provide the Services to the Buyer for the benefit of the individuals nominated by the Buyer ("the Buyer's Representatives") in writing no later than fourteen days prior to the delivery of the Services, in accordance with the terms and conditions contained herein.

2.2. L3 CTS warrants that it shall discharge its obligations hereunder with all due skill, care and diligence in accordance with good industry practice and (without limiting the generality of this condition) with its own established internal procedures.

2.3. Where applicable, L3 CTS shall ensure that any training instructors, content or materials provided by L3 CTS as part of the Services are compliant with any regulatory approvals that may be required for the Services to be delivered, including but not limited to CAA, EASA or FAA approvals.

2.4. Services shall be sufficient to allow the Buyer's Representative to achieve the required standard of proficiency intended by such course however for the avoidance of doubt L3 CTS makes no guarantee that on completion of the Services the Buyer's Representative will have achieved the standard of proficiency required for such approved courses.

2.5. In the event that the Buyer fails to achieve the required standard of proficiency L3 CTS shall recommend what, if any, additional training should be undertaken to achieve the required standard of proficiency.

3. RESERVATION AND BOOKING

3.1. L3 CTS shall reserve the Buyer's Services allocation for forty-eight (48) hours after which time L3 CTS reserves the right to resell or reallocate the allocated resources to another customer.

3.2. On receipt of the signed sales order process from the Buyer the booking shall be deemed a "Confirmed Booking" and .L3 CTS shall be entitled to invoice the Buyer.

3.3. In the event that the Buyer wishes to cancel a Confirmed Booking L3 CTS reserves the right to charge a cancellation fees in respect of such Confirmed Booking

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4. PRICES AND PAYMENT

4.1. Invoices shall be due for payment within thirty (30) days of the date of invoice but no later than the day prior to commencement of delivery of the Services.

4.2. In the event that Buyer fails to make payment in full prior to the commencement of delivery of the Services then L3 CTS reserves the right:

4.2.1. to suspend or cancel access to the Training Centre;

4.2.2. withhold course completion materials; and/or

4.2.3. charge interest on any unpaid amount at a rate of 5% per annum above Barclays Bank base rate until payment is received in full.

4.3. In the event that the Buyer's Representative fails to attend a Confirmed Booking in whole or in part for any reason whatsoever the full value of the Services shall remain payable.

4.4. The price is expressed inclusive of all UK taxes and duties except VAT, which shall, if applicable be invoiced in addition to the price and be payable by the Buyer.

5. ALTERATIONS TO SERVICES

5.1. L3 CTS shall, make every effort to deliver the Services as quoted. In the event that L3 CTS is required to alter or amend the Services for operational or other reasons, then L3 CTS, shall make every effort to take into consideration any specific requirements of the Buyer, which were notified to L3 CTS at the time of booking, when amending a Confirmed Booking.

5.2. Any additional services required howsoever arising and including but not limited to failure by the Buyer's Representative to attend (including due to illness) or a requirement for additional remedial training or additional requirements due to regulatory changes, shall be chargeable to the Buyer and payment shall be made prior to commencement of the additional services.

6. APPROVALS & CONSENTS

6.1. The Buyer shall be responsible for obtaining any Regulatory Authority approval (or any other such approvals or consent(s)) necessary for the Buyer's Representative to make use of the Services and L3 CTS makes no representation or warranties that any such approval can or will be obtained.

6.2. L3 CTS will (but is not obliged to) provide every reasonable assistance in obtaining such approval if so required by the Buyer and the Buyer shall reimburse any fees and expenses incurred by L3 CTS in providing such assistance.

6.3. Any regulatory, certification or similar fees and charges relating to the Services which are assessed or imposed by any applicable Regulatory Authority shall be the sole responsibility of Buyer.

7. TRAINING MATERIALS

7.1. For Wet Training Services, L3 CTS shall provide all training materials including all electronic devices, paper manuals and IT necessary to deliver the training syllabi.

7.2. For Dry Training Services, the Buyer shall provide all training materials including all electronic devices, paper manuals and IT necessary to deliver the training syllabi.

7.3. In providing training materials for use by instructors and/or trainees involved in the Services the Party providing the training materials warrants that it is the owner of such materials including all necessary rights to use the materials for the purposes of training.

7.4. For the avoidance of doubt such training materials shall be supplied for training purposes only and shall not be used or applied for operational purposes.

8. ACCESS TO TRAINING CENTRE

8.1. L3 CTS shall ensure that the Buyer's Representatives are allowed access to the applicable L3 CTS training centre as required for the purposes of attending the Confirmed Booking.

8.2. Where Services are to be delivered at the Buyer's site the Buyer shall ensure that L3 CTS instructors are provided with access to the site including access to canteen, toilet and training rooms facilities as required.

8.3. Both Parties shall ensure that their representative are capable of understanding any written or verbal notice(s) and/or instruction(s) given by onsite staff in the English language.

8.4. Each Party shall be responsible for ensuring that in addition to complying with the terms and conditions contained herein its representatives comply with all applicable laws, rules, regulations, company practices, directives and security procedures and codes of conduct, including health and safety guidelines and access procedures applicable to the relevant site.

9. DEFECTS IN EQUIPMENT

9.1. The Buyer shall promptly report in writing to L3 CTS any defects or deficiencies in the equipment used to deliver the Services and in the event that said defect or deficiency materially impacts training during the Confirmed Booking then:

9.1.1. for Dry Training, the Buyer's Representative may at its discretion either continue with the Confirmed Booking or suspend the training; or

9.1.2. for Wet Training, the Buyer's Representative and L3 CTS may mutually agree to continue with the Confirmed Booking or suspend the training.

9.2. If the Confirmed Booking continues then the session shall be deemed to have been successfully completed and remain payable in full.

9.3. Notwithstanding clause 9.1, if the Buyer's Representative continues with the Confirmed Booking and a training objective is compromised by the defect or deficiency the Buyer's Representative, with the agreement of L3 CTS, may extend the current or a future Confirmed Booking by a reasonable period to complete the training objective once the defect is rectified at no additional charge provided that any such future Confirmed Booking is completed within fourteen (14) days.

9.4. In the event that the Confirmed Booking is suspended, L3 CTS shall make additional time available on the training device within five (5) days of the Confirmed Booking to complete the suspended training. For the avoidance of doubt the Buyer shall not be charged any additional amount over and above the price in respect of such additional time provided to the extent that the additional time is provided solely as a consequence of a suspension.

9.5. L3 CTS' sole liability in respect of defects and deficiencies shall be limited to the provisions stated in this clause 9.

10. FORCE MAJEURE

10.1. L3 CTS shall not be liable for any delay, defect or deficiency hereunder to the extent that such delay, defect or deficiency is caused by an event beyond the reasonable control of L3 CTS and which materially affects L3 CTS' performance by hindering, delaying or making considerably more difficult the fulfilment of obligations contained herein.

11. INSURANCE

11.1. Each Party shall at its own expense maintain in full force and effect with a reputable insurance provider insurance cover for its personnel, agents, contractors and subcontractors including but not limited to general liability insurance, employer's liability worker's compensation, personal accident /or sickness cover.

11.2. Upon request either Party shall provide evidence of such insurances to the other Party.

12. LIABILITY & INDEMNITY

12.1. The Buyer will use the Services prudently and shall indemnify and hold L3 CTS harmless from any losses, damages, costs, expenses and /or fees incurred as a result of the Buyer Representative's use of the Services.

12.2. The Buyer shall indemnify and hold harmless L3 CTS from and against all liabilities, claims, demands, suits, judgements, damages and losses including expenses, costs and legal fees in connection therewith or incidental thereto arising out of or in connection with:

12.2.1. the death or injury to any person whosoever including but not limited to the Buyer's Representative as a result of the Services; and

12.2.2. loss of or damage or destruction of any property including the training device, except and to the extent that such liability arises as a sole consequence of L3 CTS' wilful misconduct or gross negligence.

12.3. Each Party shall defend or settle, at its own expense, any action or suit against the other Party for which it has indemnification obligations hereunder.

12.4. Each Party shall promptly notify the other Party of any claim for which the other Party is responsible and shall cooperate with the other in every reasonable way to facilitate the defence of such Claim.

12.5. In no event shall L3 CTS be liable for indirect, special, consequential, multiple or punitive damages or any damage deemed to be of an indirect or consequential nature 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.

12.6. L3 CTS' liability shall in no circumstances exceed the total price paid by the Buyer for the Services.

12.7. Clause 12.6 shall not apply to loss or damage arising out of or in connection with death or personal injury, fraud or fraudulent misrepresentation, or loss or damage for which liability cannot be limited or excluded by law.

12.8. In the event that this limitation of liability conflicts with any other provisions of this Agreement, said provision shall be regarded as amended to whatever extent required to make such provisions consistent with this provision.

13. TERMINATION

13.1. This Agreement may be terminated by L3 CTS without incurring any liability to the Buyer in the event that the Buyer fails to pay any monies due in accordance with clause 4;

13.2. Either Party may terminate this Agreement without any liability to the defaulting Party in the event of:

13.2.1. a material breach by the other Party of this Agreement which the other Party has failed to rectify within fourteen (14) days of receipt of notice of such breach;

13.2.2. the insolvency, or such other similar occurrence, of the other Party;

13.3. L3 CTS reserves the right to terminate delivery of the Services to any recipient who fails to make satisfactory progress or who, in the opinion of L3 CTS, is guilty of misconduct while undergoing training.

13.4. Any termination of this Agreement shall be without prejudice to any claims which either Party may have against the other at the time of termination.

14. CONFIDENTIALITY

14.1. The Buyer acknowledges that all information ("Confidential Information") belonging to L3 CTS shall be treated as confidential and shall safeguard it accordingly and not disclose any Confidential Information belonging to L3 CTS, including but not limited to this Agreement and any specifications, plans, drawings, technical documents and software, to any other person without the prior written consent of L3 CTS, except as may be necessary for the performance of this Agreement.

15. SEVERABILITY

15.1. If any invalid, unenforceable or illegal provision of this Agreement, as adjudged by a court or competent authority, would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

16. ANTI-BRIBERY AND CORRUPTION

16.1. In entering this Agreement, each Party warrants that it has not done, and in performing its obligations under this Agreement, it shall not do, any act or thing that contravenes the Bribery Act 2010 (UK) or any other applicable anti-bribery or anti-money laundering laws and/or regulations.

17. DISPUTES

17.1. In any dispute arising between L3 CTS and the Buyer, the parties shall first use all reasonable endeavours to resolve amicably in the ordinary course.

18. GOVERNING LAW

18.1. This Agreement shall be governed by and construed in accordance with the law of England and Wales. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this Agreement.

19. WAIVER

19.1. The waiver by either Party of any breach of any term of the Agreement will not prevent the subsequent enforcement of that term and will not be deemed a waiver of any subsequent breach.

20. SOLE REMEDY

20.1. The Parties agree that the rights and remedies arising by virtue of the operation of this Agreement are the sole and exclusive rights and remedies between the Parties in relation to any of the matters arising under this Agreement or otherwise and no Party shall be entitled to claim any right or remedy against the other which does not arise by virtue of the operation of this Agreement.

21. NO AGENCY

21.1. The relationship of the Parties hereunder is one of buyer and seller of the Services.

21.2. No relationship of agency, joint venture or partnership shall exist or shall be deemed to exist between the Parties and in particular, it is expressly understood that the Buyer shall not have the authority to bind L3 CTS in any way, nor shall the Buyer purport or attempt to bind L3 CTS in any way.

22. ASSIGNMENT

22.1. A Party shall not assign to any third Party any or all of its rights and obligations under this Agreement, without prior written consent of the other Party which consent shall not be unreasonably be withheld, except and to the extent that L3 CTS reserves the right to refuse consent to any assignment to a direct competitor.

23. THIRD PARTY RIGHTS

23.1. A person who is not a Party to the Agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999 or any other similar applicable laws and/or regulations.

24. WAIVER

24.1. No waiver by either Party of any breach of this Agreement shall be considered as a waiver of any subsequent breach of the same or any other provision.

25. NOTICES

25.1. Any notice or communication given under this Agreement shall be given in writing and shall be regarded as properly served when the sender delivers notice by hand, forty-eight (48) hours after dispatch by registered post forty-eight (48) Hours or on receipt of an email delivery notification receipt.

26. VARIATIONS

26.1. No variation to this Agreement shall be binding unless agreed in writing between the Parties.

27. SURVIVAL

27.1. Notwithstanding any expiry or termination of this Agreement, except in the case of termination due to Buyer default, the following clauses shall remain in force: 4, 10, 12, 15, 18, and 23.

28. AGREEMENT

28.1. This Agreement supersedes any previous agreement or arrangement between the Parties in respect of the Services and shall constitute the entire understanding between the Parties relating to the Services.

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