



# 1 Terms & Conditions

## 1.1 Purchase Terms & Conditions

These terms and conditions (the "T&Cs") shall govern and form part of all offers (the "Offers") provided by Entrenadores Olarte, S.L. ("Entrol") and the related purchase orders executed by and between Entrol and the Client (the "POs"), regarding the sale by Entrol and purchase by Client of aircraft simulators ("Simulator") and the engagement of related services ("Services") (Simulators and Services herein jointly referred as the "Products").

### 1. Conflicts.

These T&Cs shall prevail over and exclude any terms or conditions, whether expressed or implied, of the Client.

In the event of any express conflict or inconsistency between any terms contained in the PO and those contained in these T&Cs, these T&Cs shall govern, unless the specific PO expressly states that any provision contained in the same is intended to replace any of the terms of the T&Cs. Irrespective of the foregoing, in cases where these T&Cs introduces a flexibility criterion when using expressions such as "Unless the purchase order establishes something else ..." and the POs regulate that determined situation differently from the T&Cs, the terms of the PO will prevail, even though there is no express reference to the corresponding provision of the T&Cs.

### 2. Amendments.

These T&Cs and any specific PO may only be amended in writing signed by a representative duly authorized by Entrol and the Client.

### 3. Scope.

Subject to these T&Cs, the applicable Offer and PO, Entrol shall sell and deliver and/or provide the Products. Any Product upgrade or update, any Product modification due to changes in the regulation and international technical standards, any modification discretionaly requested by any local civil aviation authority to grant the certification offered, as for example Level D & E findings during the evaluation of a simulator, and any out-of-scope change requested by Client, shall be considered as optional and, pursuant to Client's request, Entrol shall submit to Client a quotation, which shall include pricing, delivery commitment, etc. Should Client not approve such quotation, the change shall not be incorporated in the Product.

### 4. Delivery and Installation.

**4.1** The Client agrees to use commercially reasonable efforts to make available to Entrol all pieces and materials necessary for the design and delivery of the Simulator.

**4.2** Entrol shall make available the Simulator and perform the Factory Acceptance within the periods set forth in the POs (the "Delivery Date" and the "Installation Date", respectively). Entrol agrees to use commercially reasonable efforts to meet the Factory Acceptance, Delivery and Installation Dates.

**4.3** The Client shall be in a position to receive the Simulator on the scheduled Delivery and Installation Dates. In case the Entrol's personnel cannot do their installation work for any circumstances, Entrol will be entitled to claim from the Client all expenses incurred.



**4.4** The Client is liable for the unloading of the crates. Entrol's insurance covers until arrival as per DAP INCOTERMS 2010 conditions. The Client shall rent a forklift and provide its personnel to unload the crates and locate them in the installation room.

**4.5** Packaging is property of the Client. Entrol shall not dispose, recycle nor handle the packaging of the Simulator.

**4.6** The Client shall execute the installation requirements, according to the Documentation & guidelines set forth in the Offers. In particular, the Client shall make available the necessary items for installation, such as ladders and vacuum cleaner and shall guarantee the installation area is fit for working (air-conditioned, power, etc).

**4.7** The installation of the Simulator shall be done on a ground floor leveled with the street for easy access. In case the installation shall be done somewhere else, the Client shall inform in advance to Entrol. Any extra costs for installing anywhere except ground floor shall be borne by the Client and invoiced.

**4.8** Entrol shall not be liable for any damage not related to the installation caused to the Simulator during its installation. Entrol recommend to the Client to have an insurance policy for damages that may be caused during the installation.

**4.9** The simulator room should be fully completed and functional before installation, with no ongoing facility works, modifications or refurbishments.

## **5. Acceptance Procedure.**

**5.1** Entrol shall give Client thirty (30) working days advance facsimile or email notice of the date on which the Simulator will be ready for ("Factory Acceptance") review and test if the Simulator (on factory acceptance) is materially compliant with the technical specifications set forth in the Offer, or such other specifications as Entrol has agreed to in writing, as may be applicable (the "Technical Specifications"). If Client finds the Simulator acceptable, Client shall promptly make the due payments, according to the payment schedule set forth in the PO.

**5.2** Client may only decline to accept the Simulator if it is not materially compliant with the Technical Specifications. Should Client fail to perform the on Factory Acceptance or fail to accept the Simulator (being the Simulator being materially compliant with the Technical Specifications) within a thirty (30) days period after the Factory Acceptance, the Simulator shall be considered automatically accepted by Client by default and Entrol, at its sole discretion, may storage or deliver the Simulator in consignment at Client's cost. Client's default acceptance of the Simulator (the "Acceptance") shall be deemed a waiver of any rights to revoke Acceptance of the Simulator for any reason and the Client shall make the due payments.

## **6. Pricing and Payment.**

**6.1** The price of the Products shall be determined in the POs in Euros and based on delivery Delivered at Place (DAP INCOTERMS 2010), unless agreed otherwise in writing between the Client and Entrol.

This price does not include any taxes, duties or similar levies, now or hereafter enacted, applicable to the Products.

Entrol will add taxes, duties and similar levies to the sales price where Entrol is required or enabled by law to pay or collect them and these will be paid by Client together with the price.

In the event that the Client is obliged by law to make any deduction or withholding from any such payment, the amount due in respect of such payment shall be increased to an extent necessary to ensure that, after the making of such deduction or withholding, Entrol receives a net amount equal to the amount that we would have received no such deduction or withholding had been required to be made.



**6.2** Each specific PO shall determine the form of payment of the Products that are regulated in the specific PO. All payments shall be made by wire transfer upon receipt of invoice. If payments are made in installments, each installment may be separately invoiced and shall be paid for when due, in accordance with the provisions of the specific PO.

## **7. Penalties**

**7.1** If the Factory Acceptance of the Simulator is delayed by Entrol, without any excusable reason, by more than thirty (30) working days (Spanish Working Calendar), Client will be entitled to claim from Entrol liquidated damages equivalent to one per cent (1%) of the due payment per month of delay.

No other indemnity or remedy shall be due or apply by Client. Entrol shall not be held liable or be found in default for any delays resulting from

- (i) force majeure event as hereinafter defined
- (ii) any failure by Client to perform its acceptance undertakings
- (iii) any failure by Client to execute the installation requirements
- (iv) (iv) any other cause to the extent it is beyond Entrol's control or does not result from Entrol's fault or negligence.

Entrol shall provide Client with progress reports to be sent by e-mail.

**7.2** If the Factory Acceptance of the Simulator is delayed due to the failure by the Client to deliver the necessary materials prior to the installation or to execute the installation requirements, Entrol will be entitled to claim from the Client liquidated damages equivalent to one per cent (1%) of the due payment per month of delay.

In addition, Entrol will be entitled to claim from the Client all expenses incurred because of the failure by the Client, including storage and maintenance costs.

If the delay exceeds thirty (30) calendar days, Entrol may, at its option, demand compliance with the agreement, consisting on the delivery of the simulator or the termination of the agreement. In both cases, Entrol may demand the entire agreed price pending of payment, in addition to the damages that this breach may have caused, including all storage costs or any other that may have incurred.

**7.3** In the event of any default by the Client in the payment of any fees or charges due, or any other default by the Client, Entrol shall have the right to refuse performance and/or delivery of any Products (i.e. including the warranty) until payments are brought current and Entrol may suspend, delay or cancel any credit, delivery or any other performance by Entrol without any liability towards the Client. Such right shall be in addition to, and not in lieu of, the payment of liquidated damages equivalent to one percent (1%) per month over the due payments. The Client shall have no right to withhold or reduce any payments or to offset existing and future claims against any payments due hereunder, regardless of any claimed offset which may be claimed by the Client.

## **8. Transfer of ownership rights and risks concerning the Products.**

**8.1** Products shall remain Entrol' property until the full payment of the price.

**8.2** Risk of loss in or damage to the Products shall pass to the Client upon Entrol's delivery in Client's address, in accordance with INCOTERMS 2010.

## **9. Warranties.**

**9.1** Entrol warrants and undertakes to the Client that has the necessary skills, qualifications and resources to fulfill its obligations under this Agreement and shall perform its obligations with all reasonable skill and care.



**9.2** Entrol warrants that it has and keeps all the authorizations, licenses and whatever is necessary to carry on its business.

**9.3** Entrol warrants that, upon Factory Acceptance, the Simulator shall substantially conform to Entrol's Technical Specifications.

If the Product is defective and/or is not materially conforming with the Technical Specifications, Entrol shall have the duty, but also the right, to -at Entrol's sole discretion- either replace or repair the Product free of charge within a reasonable period of time.

The non-conforming or defective Products shall become Entrol's property as soon as they have been replaced or credited. Where a warranty claim is justified, Entrol will pay for return freight expenses. Client shall send the part to be checked. Client shall pay for returned Products that are not found to be defective or non-conforming together with the freight, testing and handling costs associated therewith.

Notwithstanding the foregoing, the above warranty shall forfeit and not apply if one of the following events occurs (irrespective of the Client's fault and whether or not causing the defects claimed):

- i) Products are altered, modified, abused or misused
- ii) Products are not used and maintained in accordance with Entrol's relevant recommendations or instructions
- iii) Products are installed, serviced, maintained or repaired by a service provider not previously authorized or approved by Entrol
- iv) Products are exposed to external effects (including but not limited to extreme thermal or environmental conditions or rapid changes in such conditions; corrosion; oxidation; unauthorized modifications or connections; unauthorized opening; force of nature, such as lightning strike or earthquake; influence from chemical products or other acts beyond Entrol's reasonable control
- v) Client uses the Products in such a manner as to infringe any third party intellectual property rights.

Entrol shall have the right to revoke this warranty if there is any deferred payment due for a period exceeding thirty (30) days. Entrol does not give any warranty of fitness for a particular purpose or merchantability. Warranty claims are subject to limitation of 24 months after simulator's installation. Such guarantee period shall begin on the Installation Date. If the installation of the Simulator is delayed due to the failure by the Client to execute the installation requirements, such guarantee period shall begin to run from the date agreed date for Factory Acceptance

**9.4** Except as set forth in clause 9.3, there are no warranties, commitments or obligations with respect to the return, repair or replacement of the Product.

## **10. Limitation of liability.**

The aggregate maximum amount of damages for which the Parties will be responsible for breaching its obligations will be the total price effectively paid by the Client to Entrol in compliance with these T&Cs. No party shall have any liability whether based on warranty, contract, tort (including, without limitation, negligence or strict liability), guarantee, statute or any other legal or equitable grounds to the other party for any lost profits, indirect, incidental or consequential damages of any kind or nature.

## **11. Records.**



The Client shall maintain accurate records of the use of the Simulator and the software and Services to demonstrate that the Client complies with the terms of the specific PO during the holding time of the Simulator by the Client.

## **12. Audits and Inspections.**

**12.1** During the period in which the Client holds the Simulator, according to the previous clause, Entrol and/or its external auditors may audit such records, after notifying the Client by writing. The purpose of an audit pursuant to this clause include verifying that the Client is using the Simulator, software and Services in accordance with its obligations under these T&Cs and the specific PO.

**12.2** Entrol is not allowed to conduct more than one (1) audit in a period of twelve (12) months. Audits shall be conducted during normal business hours and Entrol shall use commercially reasonable efforts to minimize the interruption of the Client's normal business activities. Entrol and/or its external auditors shall not have physical access to the Client's computing devices in relation to any such audits, without the prior written consent of the Client.

The Client shall provide all reasonable assistance in order to assist Entrol and/or its external auditors in exercising its audit rights under this clause and shall pay promptly to Entrol any due payment revealed by such audit. The Client shall reimburse promptly to Entrol for all costs and reasonable expenses incurred by Entrol for such audit if it: (i) An unlawful use of the software is revealed during the audited period; or (ii) such audit reveals that the Client has substantially failed to maintain accurate records of the use of the software and Services.

## **13. Intellectual Property Rights.**

**13.1** Any designs, copyrights, patents, software and other intellectual and/or industrial property rights derived from or included into the Products are and shall remain at all times the exclusive property of Entrol ("Entrol's IPR"). The sale or provision of a Product does not include the transfer of ownership rights or title of any Entrol' IPR. The sale or provision by Entrol of a Product implies the non-exclusive and non-transferable limited license to Client under any of Entrol's IPR to use and resell Product as sold by Entrol to Client. To the extent that software and/or documentation is embedded in or delivered with a Product, a non-exclusive and non-transferable license to Client to use such software in tangible object-code form only and/or documentation in conjunction with and as embedded in or delivered with the Products as supplied by Entrol.

**13.2** Client shall not:

- (a) modify, adapt, alter, translate, or create derivative works from the Entrol's IPR (including any software residing in or provided by Entrol in conjunction with any Products)
- (a) assign, sublicense, lease, rent, loan, transfer, disclose, or otherwise make available the software provided by Entrol
- (b) merge or incorporate such software with or into any other software
- (c) reverse assemble, decompile, disassemble, or otherwise attempt to derive the source code for such software
- (d) create, develop, license, install, use or implement any software or services to circumvent, enable, modify or provide access, permissions or rights which violate the technical restrictions of the software included in the Products
- (e) translate, modify or create derivative works based upon the software and the Products
- (f) permit any use of or access to the software and the Products by a third party; or



- (g) remove any Products identification, proprietary, copyright or other notices contained in the software and in the Products.

**13.3** Client shall not reproduce, without any amendments or changes thereto, any proprietary rights legends of Entrol or its third party suppliers in any software or documentation provided by Entrol. License terms of third parties may apply.

#### **14. Confidentiality.**

**14.1** The Client acknowledges and agree that all technical, commercial and financial data disclosed to Client by Entrol is confidential information. Client shall process such confidential information as secret and confidential in perpetuity and shall not, without the Entrol's written consent, directly or indirectly communicate or disclose confidential information to any third party and shall not use any such confidential information for any purpose other than as agreed by the parties and in accordance with the purchase transaction contemplated herein.

**14.2** The Client shall ensure that the obligation outlined in the foregoing paragraph is fulfilled by those employees who are involved in the purchase transaction of the Products.

**14.3** In the event that Entrol, in its opinion, has any indication or knowledge that the Confidential Information that had been provided by Entrol to the Client as a consequence of the purchase of the Products, is object of improper processing or use, Entrol shall notify this circumstance the Client by writing.

In such case, the Client shall

- (a) provide all reasonable assistance in order to assist in carrying out the proper inspection
- (b) allow Entrol to analyze and investigate the logs of the systems, traces of the IDS elements, firewall and any network and security elements implemented
- (c) ensure that such logs and traces are not deleted for at least seven (7) business days from the date of the notification made by Entrol, as well as safeguarding and isolating any electronic evidence or any other type of evidence that can be useful, in order to perform, if necessary, a copy of the aforementioned evidence.

#### **15. Data protection.**

**15.1** The purpose of this clause is to establish the obligations and responsibilities of the Parties involved with respect to processing of personal data of the Client (hereinafter, the Personal Data), to which Entrol can access exclusively for the fulfillment of the obligations under these T&Cs, and protect these Personal Data, in accordance with the provisions of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter "General Data Protection Regulation" or "GDPR").

**15.2** Both Parties acknowledge and agree that with regard to the processing of the Personal Data, the Client is the data controller and Entrol the data processor and both Parties assume the responsibilities that may correspond to them, derived from the current legislation on data protection, specifically the mentioned legislation in the previous paragraph and in relation to the terms provided in the following paragraphs.

**15.3** When Entrol processes the Personal Data in the course of delivery and installation of the Products, it shall:

- a) process the Personal Data only in accordance with written instructions from the Client, as set out in this clause or as they are periodically updated through written agreement between the Parties; and not process the Personal Data for the Entrol's own purposes. In this sense, the Client authorizes Entrol to use



the Personal Data derived from the use of the Simulator to measure statistical data and improve the Products;

- b) implement and maintain appropriate technical and organizational measures to protect the Personal Data against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure; and make available to the Client, and take measures to ensure that sub-contractors also do so, all information necessary to demonstrate compliance with the obligations related with data security;
- c) not give access to or transfer any Personal Data to any third party without the prior written consent of the Client.
- d) Where the Client does consent to the Supplier engaging a sub-contractor to carry out any part of the Services, Entrol shall ensure the competence of this third party, its employees and agents who may have access to the Personal Data and shall include in any contract with the third party provisions in favor of the Client which are equivalent to those in this clause and as are required by applicable Data Protection Legislation. For the avoidance of doubt, where a third party fails to fulfill its obligations under any sub-processing contract or any applicable Data Protection Legislation, Entrol shall remain fully liable to the Client for the fulfillment of its obligations under this clause.

Entrol shall immediately cease using this sub-contractor;

- e) not process Personal Data outside the European Economic Area (the "EEA") or a country in respect of a valid adequacy decision has been issued by the European Commission, except with the prior written consent of the Client.
- f) In case the Client consents the processing of the Personal Data outside the EEA or a country in respect of a valid adequacy decision has been issued by the European Commission, the transfer or access may only be carried out if complies with the specific legal requirements of Chapter V of the GDPR.
- g) take reasonable steps to ensure the competence of its personnel who have access to the Personal Data; and ensure that personnel required to access to the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this clause;
- h) not retain any of the Personal Data for longer than is necessary to perform Entrol's obligations under these T&Cs and, at the end of the Services upon the Client's request, securely destroy or return such Personal Data to the Client; as well as any support or documents that contain any of these Personal Data;
- i) assist the Client: (i) in fulfilling the Client's obligations to respond to requests from data subjects exercising their rights; and (ii) in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR; and (iii) in fulfilling the obligation to notify to the Data Protection Authority and, if applicable, to data subjects, security breaches within the following seventy-two (72) hours.

**15.4** Entrol shall indemnify and hold the Client harmless against all losses, claims, costs, damages or proceedings suffered or incurred by the Client arising out of or in connection with a breach of this clause or the current Data Protection Legislation.

## **16. Notices.**

Any notification, claim, communication, request, waiver or any other notices that may or should be made under these T&Cs or POs shall be made in writing and in a reliable manner or by any other means that allows to record its effective



receipt. Such notifications will be addressed to the recipient to the address or e-mail address indicated in the heading of these T&Cs or to the new addresses that are notified by the parties.

### **17. Assignment.**

Neither party may assign or transfer its rights and obligations hereunder without the prior written consent of the other Party not to be unreasonably withheld.

### **18. Compliance.**

**18.1** The Client shall comply with any and all applicable export and import control laws and regulations or any end-user certificate issued thereunder in its use of the Simulator. For the avoidance of doubt, the Client is the end-user of the Simulator. The Client shall not export nor permit the export or re-export of the Simulator, nor the immediate materials or elements (including software and technical documentation) produced directly by use of the Simulator in violation of any such laws and regulations, or without all required licenses and authorizations.

**18.2 Labor aspects.** Under no circumstances, it can be understood these T&Cs and the specific POs means the establishment of any employment relationship between the Client and Entrol and/or Entrol's personnel. These T&Cs and the specific POs means the establishment between the parties of a relation of exclusively commercial nature and will be governed by these T&C and POs, special laws, mercantile uses and, if applicable, by the provisions in the Civil Code.

Entrol shall provide sufficiently trained and specialized personnel to provide the Products object of these T&Cs and the POs. Such personnel shall be directed and controlled by a supervisor belonging to the Entrol's own staff, who will be responsible for giving precise instructions to its technical staff, for the best fulfillment of the Simulator purchase. This supervisor will be the only interlocutor of the person or people who will be designated by the Client for the coordination and control of the Simulator purchase.

**18.3 Tax obligations.** Entrol declares that is up to date about its applicable tax obligations. In this respect, Entrol shall present, upon request from the Client, the documentary evidence of being up-to-date in complying with such tax obligations. The Client is exempted from any liability derived from these obligations. In the event that the Client shall assume some Entrol's responsibility for breach of the obligations regulated in this paragraph, the Client shall be reimbursed by Entrol for the total amount supported.

**18.4 Anti-bribery.** Neither Client nor any of its subsidiaries, affiliates, directors, officers, employees, agents, contractors, sub-contractors or representatives (whether domestic or foreign) (each, a "Related Party"), in the course of its actions in connection with this Agreement:

- i. has used or will use any funds for any unlawful contribution, gift, entertainment or other expense relating to political activity
- ii. has made or will make any direct or indirect unlawful payment to any foreign or domestic government official or employee
- iii. has taken or will take any action that would constitute a violation of any provision of any applicable law or regulation implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions or any applicable provision of the U.S. Foreign Corrupt Practices Act of 1977, as amended, 15 U.S.C. §§ 78dd 1 et seq. (the "FCPA") or any similar non-U.S. anti-bribery, anti-corruption or similar laws to which the Related Party may be subject (specifically including, but without limitation, the United Kingdom's Bribery Act 2010)
- iv. is a "foreign official" (as such term is defined in the FCPA); or





- v. has taken or will take any action or inaction that by its nature could be deemed to contribute or cause a director, officer, employee, agent, representative, consultant or independent contractor of Client or its parents or affiliates to violate the FCPA, or The USA PATRIOT ACT [H.R. 3162].

**18.5** Client shall comply with the highest ethical standards in the performance of its obligations under these T&Cs, including, without limitation, the requirements and spirit of the FCPA and the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions dated November 21, 1997.

If, at any time during the term of these T&Cs (i) Client or any Related Party becomes or intends to become a foreign official; or (ii) Client is informed or information comes to Client's attention that it is or may be in violation of any applicable anti-corruption law (or if it is so determined by any court, tribunal or other governmental authority), Client shall immediately inform Entrol in writing, and, in the case of (ii), take all appropriate steps to remedy such violation and comply with such law in all respects. On receipt of such written notice, the parties, as appropriate, will consult together to address concerns under applicable anti-corruption laws and determine whether those concerns can be satisfactorily resolved.

## **19. Force Majeure**

### **19.1 No default due to Force Majeure**

No Party shall be deemed in default of this Agreement or, unless otherwise expressly provided therein, any Ancillary Agreement for any delay or failure to fulfill any obligation (other than a payment obligation) hereunder or thereunder so long as and to the extent to which any delay or failure in the fulfillment of such obligation is prevented, frustrated, hindered or delayed as a consequence of circumstances of Force Majeure, in accordance with article 1.105 of the Spanish Civil Code and the definition of Force Majeure Event contained in Section 19.2. In the event of any such excused delay, the time for performance of such obligations (other than a payment obligation) shall be extended for a period equal to the time lost by reason of the delay. A Party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of any such event

- a) provide written notice to the other Party of the nature and extent of any such Force Majeure condition; and
- b) use commercially reasonable efforts to remove any such causes and resume performance under this Agreement and the Ancillary Agreements, as applicable, as soon as reasonably practicable.

### **19.2 Force Majeure Event**

As used in this Agreement, a "Force Majeure Event" shall mean any act or event that prevents the affected Party from performing its obligations (other than the payment of money) under this Agreement or complying with any conditions required to be complied with under this Agreement if such act or event is beyond the reasonable control of and not the fault of the affected Party and such Party has been unable by the exercise of due diligence to overcome or mitigate the effects of such act or event. Force Majeure Events include, but are not limited to, acts of declared or undeclared war, sabotage, landslides, revolution, terrorism, flood, tidal wave, hurricane, lightning, earthquake, fire, explosion, civil disturbance, insurrection or riot, act of God or the public enemy, action (including unreasonable delay or failure to act) of a court or public authority, or strikes or other labor disputes of a regional or national character that are not limited to only the employees of Contractor or its Subcontractors and that are not due to the breach of a labor contract or Applicable Law by the Party claiming Force Majeure or any of its Subcontractors.

## **20. Governing Law and Jurisdiction.**



**20.1** All Offers and these T&Cs shall in all respects be governed by and construed in accordance with the law of the Kingdom of Spain.

**20.2** All disputes shall be finally settled in the courts of the city of Madrid (Spain). The Parties hereby waive any other court or Jurisdiction that may be competent for settlement of disputes arising from the Offers. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.



## 1.2 Maintenance Service Terms & Conditions

These maintenance services terms and conditions (the “T&Cs”) shall govern and form part of all offers (the “Offers”) provided by Entrenadores Olarte, S.L. (“Entrol”) and the related purchase orders executed by and between Entrol and the Client (the “POs”), regarding the standard maintenance services of the aircraft simulator (the “Simulator”) sold by Entrol and purchased by Client (“Maintenance Services”). These T&Cs constitute the entire agreement of the Parties with respect to its scope, supersedes all previous and related negotiations, representations and agreements between the Parties and prevail over and exclude any terms or conditions, whether expressed or implied, of the Client.

### 1. Maintenance Service Terms.

#### 1.1 Provision of services.

Subject to these T&Cs, Entrol shall, during the Maintenance Services, provide:

- i. the Maintenance Services described in the offer and PO, in accordance with the professional standards required in its field of activity;
- ii. Client with directions and best practices guidelines in written for using and maintaining the Simulator as included in the “Maintenance Manual”, “IOS Manual”, “MQTG” and all other relevant documentation provided by Entrol (“Documentation”).

#### 1.2 Client Responsibilities.

Client acknowledges and agrees to:

- maintain adequate technician personnel necessary to assist Entrol in providing the Maintenance Services;
- use good-faith and reasonable efforts to document errors to enable Entrol to fulfill its obligations herein;
- follow Entrol’s Documentation & guidelines;
  - not install any third party non-certified software or modify any existing software on the Simulator without notification to, and prior authorization by Entrol; and
  - ensure that environmental and supply conditions are suitable for the Simulator as set forth in the Documentation & guidelines.

#### 1.3 Scheduling on the provision of Services

##### 1.3.1 Worldwide except Continental America & New Zealand

Services will be provided with the following standard conditions:

- **Spanish Working Calendar** will be used to determine labor and non labor days
- Working hours will be on Entrol standard working day
- Service will be provided as default on working days during working hours.

##### **Working hours for remote connections**

	Monday to Thursday	Friday
Working hours for remote connections	From 09:00 to 18:00 ( <b>Spanish</b> local time)	From 09:00 to 15:00 ( <b>Spanish</b> local time)



- For on-site Assistance a maximum of 8 hour will be worked daily, not including lunch stops.
  - A typical day will be from 08:30 to 12:30, 1 hour break and from 13:30 to 17:30 hours
  - If extra hours must be worked, they will be charged proportionally
  - A maximum of 12 hours per day will be worked to guarantee the required rest to guarantee personnel health and safety
- Any remote assistance or on-site support must be scheduled before hand and confirmed by the person providing it.
- All services are subject to availability and confirmation. In case the service cannot be done at the time requested by customer, an alternative schedule will be provided.
- The tariffs and rates are published every year and remitted to the customer.
- As default, no non-labor days or nights are worked
  - Non-Labor: as defined on Spanish working calendar – Weekends, etc
  - Night time: Hours from 21:00 to 07:00 included
  - Day time: hours from 07:00 to 21:00
- In the exceptional case that nights or non-labor are worked, the following extra charges will be applied to the standard tariff

**1.3.2 Continental America & New Zealand**

Services will be provided from Entrol's America Maintenance Centre with the following standard conditions:

- Working hours will be on Entrol standard working day
- Service will be provided as default on working days during working hours.

**Working hours for remote connections**

	Monday to Thursday	Friday
Working hours for remote connections	From 09:00 to 18:00 (GMT -6)	From 09:00 to 15:00 (GMT -6)

- For on-site Assistance a maximum of 8 hour will be worked daily, not including lunch stops.
  - A typical day will be from 08:30 to 12:30, 1 hour break and from 13:30 to 17:30 hours
  - If extra hours must be worked, they will be charged proportionally
  - A maximum of 12 hours per day will be worked to guarantee the required rest to guarantee personnel health and safety
- Any remote assistance or on-site support must be scheduled before hand and confirmed by the person providing it.
- All services are subject to availability and confirmation. In case the service cannot be done at the time requested by customer, an alternative schedule will be provided.
- The tariffs and rates are published every year and remitted to the customer.



### 1.3.3 Surcharge to base tariff for worked nights and non-labor days

	Labor Day	Non-Labor day
Day time	+ 0% to Standard Rate	+ 50% to Standard Rate
Night time	+ 100% to Standard Rate	+ 150% to Standard Rate

### 1.4 Exclusions.

Entrol shall be under no obligation to furnish Maintenance Services in case of error, damage, defect or similar situation caused by the following:

- i. accident, abuse, neglect or misapplication;
- ii. power surges, water exposure, or acts of nature (including lightning);
- iii. the operation of the Simulator in a manner not in accordance with and/or in environmental conditions or configurations outside those prescribed in the Documentation & guidelines provided by Entrol;
- iv. Customer's failure to maintain the Simulator in accordance with the Documentation & guidelines provided by Entrol;
- v. maintenance of the Simulator by anyone other than Entrol or a third party authorized by Entrol;
- vi. causes unrelated to the Simulator as delivered to you by the Simulator Seller, including without limitation, modifications to the Simulator, made by the Customer or on its behalf, without the authorization of Entrol; and
- vii. unusual physical, electrical or electromagnetic stress, fluctuations in electrical power beyond Simulator specifications, failure of air conditioning or humidity control.

In any case, the Client may require the assistance of Entrol for such problems for an additional fee.

If Entrol suspects that a reported problem may be related to Modified Code, software or configuration, Entrol may, in its sole discretion,

- i. request that The Modified Code, software or configuration be removed, and/or
- ii. inform the Client that additional assistance may be obtained by the Client directly from various product discussion forums or by engaging Entrol's consulting services group for an additional fee.

## 2. Fees and Payment.

**2.1** Fees for the Maintenance Services shall be set forth in the applicable PO. Fees and rates do not include any taxes, duties or similar levies, now or hereafter enacted, applicable to the Maintenance Service.

Entrol will add taxes, duties and similar levies to the fees where Entrol is required or enabled by law to pay or collect them and these will be paid by Client together with the fees.

In the event that the Client is obliged by law to make any deduction or withholding from any such payment, the amount due in respect of such payment shall be increased to an extent necessary to ensure that, after the making of such



deduction or withholding, Entrol receives a net amount equal to the amount that we would have received no such deduction or withholding had been required to be made.

**2.2** Form of payment shall be set forth in the applicable PO. All payments shall be made by wire transfer.

If payments are made in installments, each installment may be separately invoiced and shall be paid for when due, in accordance with the provisions of the specific PO. In the event of any default by Client in the payment of any fees or charges due, or any other default by Client, Entrol shall have the right to suspend the performance of any and all of its obligations hereunder until payments are brought current without any liability towards the Client. Such right shall be in addition to, and not in lieu of, the payment of liquidated damages equivalent to one percent (1%) per month over the due payments. Client shall have no right to withhold or reduce any payments or to offset existing and future claims against any payments due hereunder regardless of any claimed offset which may be asserted by Client.

**2.3** The price revision of the Maintenance Services will occur automatically at each annuity of the contract or any of its extensions, by applying to the current price the variation experienced by the 'IPC' (inflation value) published by the 'INE' (Instituto Nacional de Estadística) or, where appropriate, the body that replaces it, for the twelve months immediately preceding.

**2.4** On-site technical assistance or any service out of the scope of the Maintenance Services, shall be invoiced separately according to the the Entrol's rates and price list in force at the time.

### **3. Term and Termination.**

**3.1** Initial term for the Maintenance Services shall be set forth in the applicable PO (the "Initial Term"). The Initial Term will be automatically renewed for following terms of one (1) year each.

**3.2** Nevertheless, either party may terminate this Agreement with at least sixty (60) days prior written notice before the date of expiration of the Initial Term or any renewals thereof.

Any party may terminate these T&Cs upon written notice to the other party of the defaulting party's material breach of its obligations hereunder, which breach is not cured within 30 days after such notice.

Notwithstanding the foregoing, Entrol may terminate these T&Cs at any time upon written notice to the Client of the default of the payment terms agreed in relation to the purchase of the Simulator, which breach is not cured within 30 days after such notice.

### **4. Limitation of liability.**

The aggregate maximum amount of damages for which the Parties will be responsible for breaching its obligations will be the total fees and rates effectively paid by the Client to Entrol in compliance with these T&Cs. No party shall have any liability whether based on warranty, contract, tort (including, without limitation, negligence or strict liability), guarantee, statute or any other legal or equitable grounds to the other party for any lost profits, indirect, incidental or consequential damages of any kind or nature.

### **5. Intellectual Property Rights.**

**5.1** Any designs, copyrights, patents, software and other intellectual and/or industrial property rights derived from or included into the Maintenance Services are and shall remain at all times the exclusive property of Entrol ("Entrol's IPR").



**5.2 Client shall not:**

- (a) modify, adapt, alter, translate, or create derivative works from the Entrol's IPR (including any software residing in or provided by Entrol in conjunction with any deliverable)
- (b) assign, sublicense, lease, rent, loan, transfer, disclose, or otherwise make available the software provided by Entrol;
- (c) merge or incorporate such software with or into any other software;
- (d) reverse assemble, decompile, disassemble, or otherwise attempt to derive the source code for such software;
- (e) create, develop, license, install, use or implement any software or service to circumvent, enable, modify or provide access, permissions or rights that violate the technical restrictions of the software included in any deliverable;
- (f) translate, modify or create derivative works based upon the software and the deliverables;
- (g) permit any use or access to the software and the deliverables by a third party; or
- (h) remove any deliverables identification, proprietary, copyright or other notices contained in the software and in the deliverables.

**5.3** Client shall reproduce, without any amendments or changes thereto, any proprietary rights legends of Entrol or its third party suppliers in any software or documentation provided by Entrol. License terms of third parties may apply.

**6. Confidentiality.**

**6.1** The Client acknowledges and agree that all technical, commercial and financial data disclosed to Client by Entrol is confidential information. Client shall process such confidential information as secret and confidential in perpetuity and shall not, without the Entrol's written consent, directly or indirectly communicate or disclose confidential information to any third party and shall not use any such confidential information for any purpose other than as agreed by the parties and in accordance with the purchase transaction contemplated herein.

**6.2** Client shall ensure that the obligation outlined in the foregoing paragraph is fulfilled by those employees, who are involved in the purchase and/or maintenance services transaction.

**7. Data protection.**

**7.1** The purpose of this clause is to establish the obligations and responsibilities of the Parties involved with respect to processing of personal data of the Client (hereinafter, the Personal Data), to which Entrol can has access exclusively for the fulfillment of the obligations under these T&Cs, and protect these Personal Data, in accordance with the provisions of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter "General Data Protection Regulation" or "GDPR").

**7.2** Both Parties acknowledge and agree that with regard to the processing of the Personal Data, the Client is the data controller and Entrol the data processor and both Parties assume the responsibilities that may correspond to them, derived from the current legislation on data protection, specifically the mentioned legislation in the previous paragraph and in relation to the terms provided in the following paragraphs.

**7.3** When Entrol processes the Personal Data during Maintenance Services, it shall:

- a) process the Personal Data only in accordance with written instructions from the Client, as set out in this clause or as they are periodically updated through written agreement between the Parties; and not process the Personal Data for the Entrol's own purposes. In this sense, the Client authorizes Entrol to use the Personal Data derived from the use of the Simulator to measure statistical data and improve the Products and Services;
- b) implement and maintain appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure; and make available to the Client, and take measures to ensure that sub-contractors also do so, all information necessary to demonstrate compliance with the obligations related with data security;
- c) not give access to or transfer any Personal Data to any third party without the prior written consent of the Client.

Where the Client does consent to the Supplier engaging a sub-contractor to carry out any part of the Services, Entrol shall ensure the reliability and competence of the third party, its employees and agents who may have access to the Personal Data and shall include in any contract with the third party provisions in favour of the Client which are equivalent to those in this clause and as are required by applicable Data Protection Legislation. For the avoidance of doubt, where a third party fails to fulfill its obligations under any sub-processing contract or any applicable Data Protection Legislation, Entrol shall remain fully liable to the Client for the fulfilment of its obligations under this clause. Entrol shall immediately cease using a sub;

- d) not process Personal Data outside the European Economic Area (the "EEA") or a country in respect of a valid adequacy decision has been issued by the European Commission, except with the prior written consent of the Client.

In case the Client consents the processing of the Personal Data outside the EEA or a country in respect of a valid adequacy decision has been issued by the European Commission, the transfer or access may only be carried out if complies with the specific legal requirements of Chapter V of the GDPR.

- e) take reasonable steps to ensure the reliability and competence of its personnel who have access to the Personal Data; and ensure that personnel required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this clause;
- f) not retain any of the Personal Data for longer than is necessary to perform Entrol's obligations under these T&Cs and, at the end of the Services upon the Client's request, securely destroy or return such Personal Data to the Client; as well as any support or documents that contain any of these Personal Data;
- g) assist the Client: (i) in fulfilling the Client's obligations to respond to requests from data subjects exercising their rights; and (ii) in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR; and (iii) in fulfilling the obligation to notify to the Data Protection Authority and, if applicable, to data subjects, security breaches within the following seventy-two (72) hours.

**7.4** Entrol shall indemnify and hold the Client harmless against all losses, claims, costs, damages or proceedings suffered or incurred by the Client arising out of or in connection with a breach of this clause or the current Data Protection Legislation.

## **8. Notices.**





Any notification, claim, communication, request, waiver or any other notices that may or should be made under these T&Cs or POs shall be made in writing and in a reliable manner or by any other means that allows to record its effective receipt. Such notifications will be addressed to the recipient to the address or e-mail address indicated in the heading of these T&Cs or to the new addresses that are notified by the parties.

## **9. Assignment.**

Neither party may assign or transfer its rights and obligations hereunder without the prior written consent of the other Party not to be unreasonably withheld.

## **10. Compliance.**

**10.1 Labor aspects.** Under no circumstances, it can be understood these T&Cs and the specific POs means the establishment of any employment relationship between the Client and Entrol and/or Entrol's personnel. These T&Cs and the specific POs means the establishment between the parties of a relation of exclusively commercial nature and will be governed by these T&C and POs, special laws, mercantile uses and, if applicable, by the provisions in the Civil Code.

Entrol shall provide sufficiently trained and specialized personnel to provide the Maintenance Services. Such personnel shall be directed and controlled by a supervisor belonging to the Entrol's own staff, who will be responsible for giving precise instructions to its technical staff, for the best fulfillment of the Maintenance Services. This supervisor will be the only interlocutor of the person or persons who will be designated by the Client for the coordination and control of the Maintenance Services.

**10.2 Anti-bribery.** Neither Client nor any of its subsidiaries, affiliates, directors, officers, employees, agents, contractors, sub-contractors or representatives (whether domestic or foreign) (each, a "Related Party"), in the course of its actions in connection with this Agreement: (i) has used or will use any funds for any unlawful contribution, gift, entertainment or other expense relating to political activity; (ii) has made or will make any direct or indirect unlawful payment to any foreign or domestic government official or employee; (iii) has taken or will take any action that would constitute a violation of any provision of any applicable law or regulation implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions or any applicable provision of the U.S. Foreign Corrupt Practices Act of 1977, as amended, 15 U.S.C. §§ 78dd 1 et seq. (the "FCPA") or any similar non-U.S. anti-bribery, anti-corruption or similar laws to which the Related Party may be subject (specifically including, but without limitation, the United Kingdom's Bribery Act 2010); (iv) is a "foreign official" (as such term is defined in the FCPA); or (v) has taken or will take any action or inaction that by its nature could be deemed to contribute or cause a director, officer, employee, agent, representative, consultant or independent contractor of Client or its parents or affiliates to violate the FCPA, or The USA PATRIOT ACT [H.R. 3162].

Client shall comply with the highest ethical standards in the performance of its obligations under these T&Cs, including, without limitation, the requirements and spirit of the FCPA and the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions dated November 21, 1997. If, at any time during the term of these T&Cs, (i) Client or any Related Party becomes or intends to become a foreign official; or (ii) Client is informed or information comes to Client's attention that it is or may be in violation of any applicable anti-corruption law (or if it is so determined by any court, tribunal or other governmental authority), Client shall immediately inform Entrol in writing, and, in the case of (ii), take all appropriate steps to remedy such violation and comply with such law in all respects. On receipt of such written notice, the parties, as appropriate, will consult together to address concerns under applicable anti-corruption laws and determine whether those concerns can be satisfactorily resolved.

## **11. Governing Law and Jurisdiction.**



**11.1** These T&Cs shall in all respects be governed by and construed in accordance with the law of the Kingdom of Spain.

**11.2** All disputes shall be finally settled in the courts of the city of Madrid (Spain). The Parties hereby waive any other court or Jurisdiction that may be competent for settlement of disputes arising from the Offers.