

GENERAL TERMS AND CONDITIONS

These general terms and conditions ("**GTC**") apply to any Quote issued by Flyability SA, having its registered office at Écublens (VD), Switzerland (CHE-348.376.646) and govern the procurement and use of all Products and Services ordered by Customer.

1. DEFINITIONS.

A. "Affiliate" means, a legal entity that is controlled by, controls, or is under common "control" of a related entity. "Control" means more than 50% of the voting power or ownership interests.

B. "Agreement" means any Quote as accepted by the Customer together with these GTC, as well as any Support Schedule and/or SOW, if applicable. Acceptance may result from the signing of a Quote, or any other means, such as a confirmation by e-mail, the acceptance of a delivery or the payment of an invoice.

C. "Confidential Information" means and includes these GTC, pricing and technical information related to the Products, Support Tools, Quotes as well as all confidential and proprietary information of Customer or Flyability, including financial, technical, design information of any nature whatsoever, provided that such information is marked "confidential" or "proprietary" or any other similar term or in relation to which its confidentiality should by its nature be inferred. Confidential Information does not include information that is (i) rightfully in the receiving party's possession without prior obligation of confidentiality from the disclosing party, (ii) a matter of public knowledge, (iii) rightfully furnished to the receiving party by a third party without confidentiality restriction; or (iv) independently developed by the receiving party without reference to the disclosing party's Confidential Information.

D. "Customer": means any entity or individual identified as Flyability's customer in the Quote.

E. "Documentation" means the complete, then-current, generally available, written user manuals and online help and guides for Products provided by Flyability.

F. "Effective Date" means the date at which a Quote has been accepted by Customer.

G. "Equipment" means the hardware delivered by Flyability to Customer.

H. "Products" means Equipment and/or Software. Products as defined in the Additional Terms for Products of these GTC.

I. "Product Notice" means the product-specific notice by which Flyability informs Customer of a Product's use rights and restrictions, warranty period, warranty upgrade and Support Terms. Product Notices may be delivered by means of Quotes, otherwise in writing and/or a posting on the applicable Flyability website. The terms of all applicable Product Notices shall be deemed incorporated into and made a part of the relevant Quote. At the request of Customer, Flyability shall without undue delay provide Customer with a copy of the applicable Product Notice and/or attach it to the relevant Quote. In the event of any conflict between the Product Notice and these GTC, the Product Notice shall prevail.

J. "Purchase Order" or "PO" means a document issued by Customer by which Customer accepts a Quote.

K. "Quote" means one or more documents issued by Flyability specifying the Products and/or Services that Customer seeks to obtain from Flyability, the related pricing and other transaction information, such as Product Notice(s).

L. "Services" means services provided by Flyability or its designee under the Agreement. Services may be either (i) services concerning the support and maintenance of standard Products ("**Support Services**") or (ii) consulting, installation, implementation, training or any other services that are not Support Services ("**Professional Services**").

M. "Software" means any programming code provided by Flyability to Customer as a standard product. Software is either identified on a Quote or, in the case of microcode, firmware or operating system software required to enable Equipment to perform its basic functions, included by Flyability with the associated Equipment.

N. "Software Release" means any subsequent version of Software that is made generally available by Flyability at no separate or additional charge pursuant to Flyability's contractual obligations to Customer, but does not mean a new Product.

O. "Support Terms" means Flyability's support and maintenance terms as set forth in the attached Additional Terms for Support.

P. “Support Tools” means any hardware, software and other tools or utilities that Flyability uses to perform diagnostic or remedial activities in connection with Products.

Q. “User(s)” means Customer’s employees or consultants authorized by Customer to use the Products on Customer’s behalf.

2. ORDERING, PRICING AND PAYMENT.

A Quote becomes part of a binding agreement if Customer directly accepts it in writing, by e-mail or other written communication, or if Customer accepts it by issuing a PO to Flyability referring to the relevant Quote. Quotes for Support Services may be agreed in the form of Support Schedules (as defined in the Additional Terms for Support hereafter); Quotes for Professional Services may be agreed in the form of Statements of Work (as defined in the Additional Terms for Professional Services hereafter). Unless provided for otherwise in a Quote, Customer shall pay Flyability’s invoices in full within 30 days after the date of Flyability’s invoice. Default interest rates of five per cent (5%) per annum shall apply.

In addition to the charges due hereunder, and unless specifically otherwise provided for in the Quote, Customer shall pay or reimburse to Flyability for all VAT, sales, use, excise, withholding, personal property and other taxes and duties resulting from a Quote, except for taxes based on Flyability’s net income. If Customer is required to withhold taxes, then Customer will forward any withholding receipts to Flyability at shipping@flyability.com.

3. CONFIDENTIALITY. Each party shall (i) use Confidential Information of the other party only for the purposes of exercising rights or performing obligations in connection with the Agreement and (ii) protect from disclosure to any third parties any Confidential Information disclosed by the other party for a period commencing upon the date of disclosure until three (3) years thereafter. Notwithstanding the foregoing, (i) either party may disclose Customer Confidential Information to an Affiliate for the purpose of fulfilling its obligations or exercising its rights hereunder as long as such Affiliate complies with the foregoing, and (ii) either party may disclose Confidential Information of the other party if required by law and after the receiving party has given the disclosing party prompt notice.

4. INDEMNITY. Flyability shall (i) defend Customer against any third party claim that a Product or Service infringes a patent existing in Switzerland and (ii) pay the resulting costs and damages finally awarded against Customer by a court of competent jurisdiction (including arbitration panels) or the amounts stated in a written

settlement. The foregoing obligations are subject to the following: Customer (a) notifies Flyability immediately in writing of such claim, (b) grants Flyability sole control over the defense and settlement thereof and (c) reasonably cooperates in response to an Flyability request for assistance, and (d) is not in material breach of the Agreement. Should any such Product or Service become, or in Flyability’s opinion be likely to become, the subject of such a claim, Flyability may, at its option and expense, (1) procure for Customer the right to make continued use thereof, (2) replace or modify such so that it becomes non-infringing, (3) request return of the Product and, upon receipt thereof, refund the price paid by Customer, less straight-line depreciation based on a three year useful life for Products or (4) discontinue the Service and refund the portion of any pre-paid Service fee that corresponds to the period of Service discontinuation. Flyability shall have no liability to the extent that the alleged infringement arises out of or relates to: (A) the use or combination of a Product or Service with third party products or services, (B) use for a purpose or in a manner that contradicts the purpose or manner for which it was designed which can be reasonably derived from the contents of the Product Notice and the Documentation, (C) any modification made by any person other than Flyability or its authorized representatives, (D) any modifications to a Product or Service made by Flyability pursuant to Customer’s specific instructions, (E) any technology owned or licensed by Customer from third parties or (F) use of any older version of the Software when use of a newer Software Release made available to Customer at least ninety (90) days before (or a newer Releases provided to Customer with the express request to install it in order to prevent a potential infringement) would have avoided the infringement. This section states Customer’s sole and exclusive remedy and Flyability’s entire liability for third party infringement claims.

5. LIMITATION OF LIABILITY. For all claims of Customer for damages under or in connection with the Professional Services performed under this Agreement, whatever the legal basis (including tort) may be, the following shall apply:

A. Unrestricted liability. In case of death or personal injury caused by Flyability’s willful misconduct, fraud, or gross negligence in performing Professional Services, and where a limitation of liability is not permissible under applicable mandatory law, Flyability shall be liable according to statutory law up to a maximum amount of CHF 10'000'000.- in accordance with Flyability’s third party liability insurance.

B. Restricted liability. In all other cases occurring when performing Professional Services, Flyability’s maximum potential liability shall, for each damaging event

or series of events, be limited to the lesser of (i) one hundred thousand Swiss Francs (CHF) and (ii) the price paid by Customer to Flyability for the specific Service (in case of ongoing Services calculated on an annual basis where applicable) or Product from which such claim arises. Notwithstanding the foregoing, Flyability's total maximum potential liability for damages arising during any 12 months period shall be limited to 50% of the overall ordering volume by Customer during the 12 months period preceding any damaging event.

Flyability shall have no liability for any special, consequential, exemplary, incidental or indirect damages (nor damages for loss of profits, loss of revenues, loss of data and/or loss of use) even if advised of the possibility thereof. Flyability shall have no liability for any damaging event, death or bodily injury occurring by the use of the Products by the Customer. This is the sole responsibility of the Customer to enter into an appropriate third party liability insurance to cover the risks in relation with the use of the Products.

C. Regular Back-ups. As part of its obligation to mitigate damages, Customer shall take reasonable data back-up measures. In particular, Customer shall provide for a daily back-up process and back-up the relevant data before Flyability performs any remedial, upgrade or other works on Customer's production systems.

D. Limitation Period. All claims for damages based on defects of Products or Services shall be excluded unless notified in writing within the applicable warranty period. The limitation period for all other claims for damages to be notified in writing shall be 12 months after the cause of action accrues, unless statutory law provides for a shorter limitation period.

E. Suppliers. The foregoing limitations shall also apply in favor of Flyability's suppliers.

6. EXPORT CONTROL. The Products and the technology included therein provided under the Agreement may be subject to governmental restrictions on (i) exports from the U.S.; (ii) exports from other countries in which such Products and technology included therein may be produced or located; (iii) disclosures of technology to foreign persons; (iv) exports from abroad of derivative products thereof; and (v) the importation and/or use of such Products and technology included therein outside of the United States or other countries (collectively, "**Export Laws**"). Customer shall comply with all Export Laws and Flyability export policies made available to Customer by Flyability. Customer shall immediately inform Flyability in case of reselling the Products. Flyability may be required

by law to disclose information about the Customer and/or the end user or application.

7. COMPLIANCE

Both parties shall perform their obligations under the Agreement in good faith and in a manner fully consistent with the requirements of Swiss mandatory law (to the extent applicable to the relevant party), in particular with regard to the material requirements of the Swiss Data Privacy Law of June 19, 1992 as in force from time to time.

8. PERMITTED USE. The Customer shall not use the Product for the conduct of, or assistance to the conduct of, activities such as wars, harmful actions against people, unlawful behaviors, genocide and breach of any fundamental human right.

9. TERM AND TERMINATION. These GTC take effect on the Effective Date and continue until terminated by either party for convenience by giving 3 months' prior written notice. The right to terminate for cause shall remain unaffected. Any provision that by its nature or context is intended to survive any termination or expiration, including but not limited to provisions relating to payment of outstanding fees, confidentiality and liability shall so survive.

10. MISCELLANEOUS.

A. Flyability may identify Customer for reference purposes unless and until Customer expressly objects in writing.

B. Any notices under the Agreement shall be in writing.

C. These GTC, each Quote accepted by Customer and any Support Schedule and SOW, if applicable, (i) are the complete statement of the agreement of the parties with regard to the subject matter thereof; and (ii) may be modified only in writing. In particular, any general terms and conditions of the Customer whether pre-printed or otherwise shall not apply to the Agreement.

D. Except for the payment of fees, neither party shall be liable under the Agreement because of a failure or delay in performing its obligations due to any force majeure event, including strikes, riots, insurrection, terrorism, fires, natural disasters, acts of God, war, governmental action, or any other cause which is beyond the reasonable control of such party. In case the Customer is prevented from making timely payment of the fees due under this Master Agreement by an event of force majeure as defined here above, Customer shall make all efforts to immediately

notify Flyability of such delay and Parties shall agree on a reasonable additional delay for payment.

E. Customer shall not assign the Agreement or a Quote or any right herein or delegate any performance without Flyability's prior written consent. Flyability may use Flyability Affiliates or other sufficiently qualified subcontractors to provide Services to Customer, provided that Flyability shall remain responsible to Customer for the performance of its obligations when using any subcontractors.

F. The Agreement is governed by the substantive laws of Switzerland, without giving effect to conflict of laws principles thereof. The U.N. Convention on Contracts for the International Sale of Goods does not apply. The ordinary Court of Canton de Vaud, the venue being Lausanne, shall be exclusively competent to rule on

disputes arising out of or in connection with these GTC and the order of any Product or Services.

G. No waiver shall be deemed a waiver of any prior or subsequent default hereunder.

H. If any part of the Agreement is held unenforceable, the validity of the remaining provisions shall not be affected.

I. The following additional terms for Products ("**Additional Terms for Products**"), for Support ("**Additional Terms for Support**") and for Professional Services ("**Additional Terms for Professional Services**") form part of these GTC. In the event of a conflict between the abovementioned additional terms and the main terms of these GTC, the terms of the additional terms shall prevail.

ADDITIONAL TERMS

ADDITIONAL TERMS FOR PRODUCTS

The following terms govern Customer's procurement and use of Products, except to the extent a particular Product is subject to a separate agreement between the Parties in the form of: (a) a separate written agreement to which the Quote refers, or (b) a separate "clickwrap" agreement included as part of the installation and/or download process or "shrinkwrap" agreement included in the packaging for the Product. To the extent of any conflict, the order of precedence shall be: (1) first, the separate written agreement; (2) second, the clickwrap or shrinkwrap agreement; and (3) third, these GTC.

1. DELIVERY AND ACCEPTANCE.

Title and risk of loss for Equipment and physical data media shall transfer to Customer as per the Incoterms specified on the Quote or, in the absence thereof Ex-Works at Flyability's offices in Switzerland. Software may be provided by shipment of physical media or by electronic means, if available which is accepted upon availability. Customer shall test the Product upon delivery, which shall be deemed accepted within seven (7) days after delivery to Customer.

2. EQUIPMENT INSTALLATION.

If Flyability and Customer have agreed that Flyability shall install Equipment, acceptance occurs (i) upon successful completion of Flyability's standard installation procedures which demonstrate that the operation of the Equipment conforms to the Documentation for such Equipment, or (ii) seven (7) days after delivery if Customer causes a delay in such installation.

3. LICENSE TERMS.

A. General License Grant. Subject to the following sections, Flyability grants to Customer a nonexclusive and nontransferable license (with no right to sublicense) to use (i) the Software for internal business purposes of Customer and Customer's Affiliates (as applicable pursuant to a PO) and (ii) the Documentation for the purpose of supporting Customer's use of the Software. Licenses granted to Customer (and, to the extent provided herein, Customer's Affiliates) commence on the date of shipment of the physical media or electronic availability, respectively.

B. Licensing Models. Software is licensed for use only in accordance with the commercial terms and restrictions of the licensing model for the relevant Software set out in the Product Notice and/or Quote.

The licensing model may, provide for that the Software is licensed for use solely (i) for a certain number of licensing units, (ii) on or in connection with certain equipment, CPU, network or other hardware environment, and/or (iii) for a specified amount of storage capacity. Microcode, firmware or operating system software required to enable the Equipment with which it is shipped to perform its basic functions, is licensed for use solely on such Equipment.

Software licensed together with the sale of Equipment and designed to enable the Equipment to perform enhanced features is licensed for use solely on the Equipment provided together with such Software, unless expressly licensed for use also with other hardware.

C. Equipment License Restrictions. All Software licenses granted herein are for use of object code only. Flyability is not obliged to make any source codes available to Customer, except as provided for in Section 3F below or as required by applicable FOSS licenses. Customer is permitted to copy the Software for back-up purposes only, and may copy Documentation insofar as reasonably necessary in connection with Customer's and (to the extent applicable) Customer's Affiliates' authorized internal use of the Software. Customer shall not, without Flyability's prior written consent, use Software in a service bureau, application service providing or similar capacity, or make available Software in any form to anyone other than Customer's Users. To the extent Customer transfers title to or leases or loans any Equipment to an Affiliate, Customer may also transfer the Software installed on or used in connection with such Equipment to such Affiliate, provided that Customer shall notify Flyability in writing within fourteen days of the transfer. Any other transfer of Software requires Flyability's prior written consent.

D. Software Releases. Customer's right to use Software Releases shall be subject to the license terms applicable to the Software.

E. Termination. Flyability may terminate licenses for cause, if Customer breaches the terms governing use of the Software and fails to cure within thirty (30) days after receipt of Flyability's written notice thereof. Upon termination of a license, Customer shall cease all use and return or certify destruction of the applicable Software (including copies) to Flyability.

F. Reserved Rights and Source Code Access. All rights not expressly granted to Customer are reserved. In particular, no title to, or ownership of, the Software is transferred to Customer. Customer shall reproduce and include copyright and other proprietary notices on and in any copies of the Software. Unless expressly permitted by applicable mandatory law, neither Customer nor its

Users shall modify, enhance, supplement, create derivative works from, reverse assemble, reverse engineer, decompile or otherwise reduce to human readable form the Software without Flyability's prior written consent, nor shall Customer permit any third party to do the same.

If Customer requires access to the source code of Software in order to achieve interoperability of an independently created computer programming with the Software, Customer will provide Flyability with written notice of its intention to do so and shall give Flyability the opportunity to provide Customer with the relevant information on reasonable terms before Customer makes use of any statutory rights in this respect (if any).

4. PRODUCT WARRANTY

A. Duration. The warranty period for the Products is one year from the delivery date. The warranty period applicable to certain Equipment also applies to microcode, firmware or operating system software required to enable such Equipment to perform its basic functions. For other Software, the warranty period shall be 90 days, unless otherwise set out in the Product Notice or Quote for first delivery.

B. Equipment Warranty. Flyability warrants that Equipment, under normal usage by a person who has passed successfully a theory examination called "Flyability Theory Advanced Exam" before any use of the Products and with regular recommended service, commencing upon delivery or, if applicable, acceptance as provided in section 2 above shall be free from material defects in materials and workmanship, and perform in accordance with the Documentation provided for the Equipment. Equipment upgrades are warranted from shipment until the end of the warranty period for the Equipment into which such upgrades are installed.

C. Title to Software and Software Warranty. During the warranty period, Flyability warrants that (i) it is the owner or has proper title to the Software as required under this Agreement and (ii), from the date of shipment or the date of electronic availability, as applicable, Software will substantially conform to the applicable Documentation for such Software. Flyability does not warrant that the operation of Software shall be uninterrupted or error free, that all defects can be corrected, or that such Software meets Customer's requirements.

D. Regular Product Maintenance. The Products shall be sent to the Flyability Service Area (as defined in the Additional Terms for Support) for maintenance within two weeks after occurrence one of the following events: (i) every 25 hours of flight as retained by the log files, in

which case shipping as well as maintenance costs shall be borne by Customer or (ii) upon Flyability's request, in which case shipping as well as maintenance costs shall be borne by Flyability. In case of a Software update notified by Flyability to Customer per e-mail to the address set out on the Quote, Customer shall perform the update as per the instructions received within fourteen (14) days.

E. Customer Remedies. Flyability's entire liability and Customer's exclusive remedies under the warranties described in this section shall be for Flyability, at its option, to remedy defects or to replace the affected Product. If Flyability is unable to remedy the defect within a reasonable time and a reasonable grace period set by Customer to Flyability in writing has expired, then Flyability shall refund the amount paid by Customer for the Product concerned as depreciated on a straight line basis over a three (3) year period, upon return of such Product to Flyability. All replaced Products or portions thereof shall be returned to and become the property of Flyability. Flyability shall have no liability hereunder after expiration of the applicable warranty period.

F. Warranty Exclusions. Customer is not entitled to warranty claims based on problems that arise from (i) accident or neglect by Customer or any third party; (ii) any third party items or services with which the Product is used; (iii) installation, operation, maintenance or use not in accordance with Flyability's instructions or the applicable Documentation, in particular any use of the Products by a person who has not passed successfully the "Flyability Theory Advanced Exam"; (iv) use in an environment, in a manner or for a purpose that contradicts the instructions contained in the Product Notice or in the Documentation ; or (v) modification, alteration or repair by anyone other than Flyability or its authorized representatives; or, in case of Equipment, (vi) causes attributable to normal wear and tear; or (vii) if the Customer refuses to provide the log and video files of an accident. Flyability has no obligation whatsoever for Software installed or used beyond the licensed use. Removal or disablement of Equipment's remote support capabilities during the warranty period requires reasonable notice to Flyability and shall be subject to a surcharge in accordance with Flyability's then current standard rates. Flyability has no obligation whatsoever for Equipment moved without Flyability's consent or whose original identification marks have been altered or removed. In any case, no warranty shall apply to the Product in case of non-compliance of Customer with section 4.D. above.

G. No Further Warranties. Except as expressly stated in the applicable warranty set forth in these GTC, Flyability (including its suppliers) makes no other

express or implied warranties, written or oral. Insofar as permitted under applicable law, all other warranties are specifically excluded, including warranties arising by statute, course of dealings or usage of trade. In particular, Flyability does not warrant for the compliance of the Products with any legal or regulatory requirements of any place or jurisdiction where Customer uses or intends to use the Product.

ADDITIONAL TERMS FOR SUPPORT

The following terms govern the provision of Support Services by Flyability to Customer.

1. DEFINITIONS.

A. "Flyability Service Area" shall mean the area specified on the Support Schedule (if any). If no area is specified on the Support Schedule, the Flyability Service Area shall be the entire territory of Switzerland.

B. "Installation Site" shall mean the location identified as such on the applicable Support Schedule.

C. "Support Schedule" shall mean the document specifying the Products to receive Support Services, the term of the Support Services, the applicable pricing and the Installation Site as well as other specifically agreed terms applicable to the Support Services. A Quote in which Customer directly orders Support Services for Products shall also be deemed a "Support Schedule" for the purposes of these Support Terms; this may apply in case of Support Services offered by Flyability on a prepaid basis together with the Product or where certain Support Services are included in the purchase price during the warranty period.

D. "Time and Materials Service" shall mean any maintenance or remedial service beyond the scope of or excluded from Support Services.

2. SUPPORT SERVICES.

A. General. Support Services shall be provided by Flyability (or Flyability's sub-contractors) in accordance with the Support Schedule, for the Products listed thereon.

B. Scope of Support Services. The Support Services consist of the services and content as specified on the applicable Product Notice, which include, unless otherwise indicated in the Product Notice or Support Schedule: (i) use of all reasonable efforts to remedy failures of Equipment to perform in accordance with Flyability's applicable specifications (including on-site

remedial maintenance and installation of engineering changes when necessary); (ii) providing English-language (or, where available, local language) help line service (via telephone or other electronic media); (iii) provision of Software Releases and Documentation updates, as they become available, all in accordance with the Product Notice and options selected by Customer, if applicable; and (iv) replacing Software media provided by Flyability if the media becomes destroyed or unusable through no fault or negligence of Customer. Flyability reserves the right to change the scope of the Support Services on sixty (60) days' prior written notice to Customer of such change, so long as such modifications do not materially diminish the Support Services that Customer purchased from Flyability.

C. Service Levels. Flyability shall use commercially reasonable efforts to perform the Support Services in accordance with the service levels (e. g. response times) (if any) as set out in the Product Notice or as otherwise agreed in the Support Schedule. Telephone response times are measured from time of contact by Customer. On-site response times are measured from the time that Flyability reasonably decides that such visit is necessary, taking into account the interests of Customer.

D. Additional Support. Flyability will have no obligation to provide Support Services with respect to Equipment that is outside the Flyability Service Area or that has been moved without Flyability's consent. Support Services do not apply to any Software version other than the current release and the immediately prior Software Release and are subject to Flyability's then-current "End-of-Service-Life" policy for the respective Product. Flyability shall have no obligation to support Software problems caused by Customer's negligence, hardware malfunction or other causes beyond the control of Flyability, nor any Software failure that cannot be reproduced at Flyability's facility or via remote access to Customer's facility. Support Services do not include Equipment upgrades, if any, needed to utilize new features or functionality in a Software Release.

E. Re-Instatement of Support. If Customer ceases support and later wishes to re-instate support, then re-instatement may be subject to certification at Flyability's then-current rates and conditions.

3. CUSTOMER RESPONSIBILITIES.

A. Cooperation. Customer shall (i) notify Flyability when Products fail and provide Flyability with sufficient details of the failure such that the failure can be reproduced by Flyability; (ii) allow Flyability access to the Products including the log and video files from the

Products, as applicable; (iii) furnish necessary facilities (suitable work space, computers, power, light, phone, software and equipment reasonably required by Flyability), information and assistance required to provide the Support Services; and (iv) promptly notify Flyability of any changes to, or movement of, the configuration by anyone other than Flyability. Flyability reserves the right to inspect and evaluate the changes in configuration or location of the affected Product at Flyability's then current Time and Materials Service terms, conditions and rates. Additional charges, if any, related to any such changes in configuration or location, shall apply from the date the change took place.

B. Support Contacts. Customer shall designate in writing a reasonable number of authorized contacts, as determined by Customer and Flyability, who shall initially report problems and receive support from Flyability. Each Customer representative shall be familiar with Customer's requirements and shall have the expertise and capabilities necessary to permit Flyability to fulfill its obligations. A change to the authorized Support Contacts by Customer shall be submitted to Flyability in writing.

4. ADDITIONAL TERMS.

A. Support Tools and Spare Parts. Customer authorizes Flyability to store Support Tools and spare parts at the Installation Site and agrees that such are for use only by Flyability authorized personnel. Flyability is authorized, upon the conclusion of the Support Services or at any other time, upon reasonable notice to Customer, to enter the Installation Site, or to use remote means, to remove and/or disable Support Tools and spare parts and Customer shall reasonably cooperate in this effort.

B. Replacements. All replaced Equipment and Software (or portions thereof) shall become the property of Flyability and shall be returned upon Flyability's request.

C. Proactive Product Changes. Flyability may, at its expense, implement changes to the Products upon reasonable notice to Customer (i) when such changes do not adversely affect interchangeability or performance of the Products; (ii) when Flyability reasonably believes changes are required for purposes of safety or reliability; or, (iii) when Flyability is required by law to do so. Customer shall give Flyability reasonable access to the Products for such purpose.

D. Software Releases. All or any portion of any Software Release provided hereunder shall be treated as Software under the terms of the Agreement and the license terms applicable to the relevant Software shall

also apply to the respective Software Releases. Upon use of a Software Release, Customer shall remove and make no further use of all prior versions and Software Releases of the Software, and protect such prior versions and Software Releases from disclosure or use by any third party.

E. Change of Location. Customer may change the installation location of a Product that is under Support Services by Flyability to a replacement location, only after written notice to Flyability. If the replacement location is in a different country, then such move is subject to Flyability's prior written approval unless otherwise agreed in the Support Schedule.

F. Remote Support Capability. As part of the Support Services, Flyability makes various remote support capabilities available for certain Products in accordance with its then current policies and procedures. Customer has the option to activate or deactivate remote support capabilities, but it shall notify Flyability thereof without undue delay. If the remote support features are disabled, Flyability may charge Customer a surcharge in accordance with Flyability's then current standard rates, and any agreed response times or other agreed service levels (if any) shall not apply to the extent such disablement of remote support capabilities limits Flyability's ability to provide the Support Services.

5. PRICING.

A. Support Fees. Customer shall pay the fees set out on the applicable Support Schedule in relation to the configuration specified thereon. Additions to such configuration may result in additional fees. Time and Materials Service will be invoiced by Flyability in accordance with Flyability's then current standard charges.

B. Price Adjustment. Support Services fees that have been agreed for a specified period of time may only be changed by mutual consent. Flyability may change other Support services fees no more than once per calendar year by sending Customer notice thereof at least sixty (60) days prior to the effective date of the adjustment.

C. Change in Equipment Status. With regard to Software that is used on or operated in connection with Equipment that ceases to be covered by the Support Services, Flyability reserves the right right to (i) discontinue the Support Services for such Software; or (ii) change the price for the Support Services for such Software, with such price change effective as of the date that the applicable Equipment ceases to be covered by Support Services, provided that Customer

may terminate the Support Services for convenience to the effective date of the change.

6. WARRANTY.

Flyability shall perform the Support Services in a workmanlike manner in accordance with generally accepted industry standards. Customer shall notify Flyability of any failure to so perform within ten (10) days after the date on which Customer first notices such failure. Customer's exclusive remedy and Flyability's entire liability under the foregoing warranty shall be for Flyability to, at its option, (i) use reasonable efforts to re-perform the deficient services within a reasonable time, or replace any replacement parts which become defective within sixty (60) days after installation thereof; and (ii) if, after reasonable efforts Flyability is not able correct such deficiencies, refund the portion of any pre-paid Support Services fee that corresponds to such failure to perform.

Except as expressly stated in this Additional Terms for Support, Flyability makes no other express or implied warranties, written or oral. Insofar as permitted under applicable law, all other warranties in relation to Support Services are specifically excluded, including warranties arising by statute, course of dealings or usage of trade. However, Flyability's liability for willful misconduct and gross negligence as well as Customer's right to terminate Support Services for cause in accordance with Section 7C remains unaffected.

7. TERM AND TERMINATION.

A. Term. The Support Services shall commence on the date indicated on the Support Schedule and shall continue until terminated in writing in accordance with the terms herewith. If no other date is specified, Support Service for Equipment installed by Flyability shall commence for each system with the installation at the Customer's site; from this point in time, Customer is entitled to all Support Services for the respective system. Support Services for Equipment upgrades expire upon expiry of the term for Support Services in relation to the Equipment into which such upgrades are installed.

B. Termination for Convenience. Unless a specific term or minimum term for the Support Services is set out in the Support Schedule, either party may terminate the Support Services for a Product(s) for its convenience upon sixty (60) days' prior written notice. Support fees are non-refundable in relation to prepaid Support Services ordered together with the Product; for separately ordered Support Services, Flyability shall partially refund any prepaid fees on a pro rata temporis basis.

C. Termination for Breach. Either party may terminate the Support Services for cause due to a failure of the other party to comply with these Additional Terms for Support, provided that the terminating party has given thirty (30) days' written notice specifying the failure and the other party has not remedied such failure within such time. If Flyability terminates the Support Services for any Product(s) affected by such a failure by Customer, such termination shall be without further liability for Flyability and without any obligation to refund any fees already paid therefor.

ADDITIONAL TERMS FOR PROFESSIONAL SERVICES

The following terms govern the provision of Professional Services by Flyability to Customer.

1. DEFINITIONS.

A. "Statement of Work ("SOW")" shall mean a document that details the relationship of the parties with regard to a specific implementation, migration, or other service or project, which document shall (i) be signed by the parties and reference these GTC; and (ii) state the pertinent business parameters, which include, scope and location of services, pricing, payment, expense reimbursement and delivery time frame. In case the Professional Services are specified in any other form, such document shall be deemed a "SOW" for the purposes of these Additional Terms for Professional Services.

2. PROFESSIONAL SERVICES.

A. Provision of Services. Flyability shall provide the Professional Services in accordance with the SOW. In case of conflicts between the SOW and the terms of these GTC, the SOW shall take precedence. Each project for Professional Services shall be governed by a separately signed SOW. Professional Services are provided as a separate and independent service to Customer even if offered together with the sale or licensing of Products by Flyability in the same Quote or PO.

B. Standard Work Day. The standard work day is any eight (8) hour period of work, between 8:00 AM and 6:00 PM, Monday through Friday, excluding public holidays at the Flyability location providing Professional Services.

C. Customer Responsibilities. Customer shall provide Flyability personnel with timely access to appropriate facilities, space, power, documentation, networks (including internet and telephone), files,

information, additional software (if needed), and skilled and authorized Customer personnel to assist in the performance and cooperate with Flyability. Customer shall also perform its specific obligations as described in the relevant SOW, and, if necessary, assist and support Flyability in the provision of the Professional Services as reasonably requested by Flyability, and shall provide all conditions in its business necessary for due performance of the Professional Services by Flyability.

3. TERM OF PROFESSIONAL SERVICES.

A. Term. Each SOW begins on the date stated therein, and, unless terminated for breach, continues in accordance with its terms. A termination for convenience shall only be permitted if expressly agreed in the SOW, subject to mandatory law.

B. Termination for Cause. Each party shall notify the other in writing in case of the other's alleged breach of a material provision of the applicable SOW. The recipient shall have, except to the extent specifically provided otherwise in the applicable SOW, thirty (30) calendar days from the date of receipt of such notice to effect a cure (the "Cure Period"). If the recipient of such notice fails to effect such cure within the Cure Period, then the sender of such notice shall have the option to terminate the SOW for cause.

C. Delay and Cancellation. If the mission as per the SOW is cancelled by Customer for any reason, then Customer shall be liable to pay any travel expenses (including flights, hotel bookings, etc.) already incurred by Flyability at the time of cancellation. If such cancellation occurs less than 48 hours before the mission, the full amount stated in the relevant SOW shall be due by Customer. If a mission is delayed for whatever reason causing a Flyability pilot to stand idle on site until a mission starts, a surcharge of CHF 1'000 (one thousand Swiss francs) per day shall apply.

4. PROPRIETARY RIGHTS.

A. Flyability Proprietary Rights. All patents, copyrights, trade secrets, methodologies, ideas, inventions, concepts, know-how, techniques or other intellectual property developed or provided by Flyability ("**Flyability Proprietary Rights**") are and remain the sole property of Flyability, subject to the license granted in Section 4 C below. All rights not expressly granted to Customer are reserved by Flyability.

B. Customer Furnished Materials. The ownership in and to materials furnished by Customer for use by Flyability remains with Customer. Customer shall indemnify Flyability from any third party claims against Flyability for infringement of any intellectual property

rights related to Customer's materials provided to Flyability; furthermore, Customer shall defend Flyability at its own expense against any such third party claims and shall compensate Flyability for any damages arising therefrom.

C. Deliverables. The ownership in and to any reports, analyses, customized scripts and other working papers documented in writing which have been developed and delivered by Flyability specifically for Customer within the framework of fulfilling the contractual obligations under the SOW ("**Deliverables**") shall pass to Customer. To the extent the Deliverables include Flyability Proprietary Rights, especially if they are protected under copyright, such rights are retained by Flyability and Customer may use the Deliverables only in compliance with the grant of use rights stipulated below.

D. Deliverable License. Without separate fees, Flyability grants Customer and Customer's Affiliates the non-exclusive, non-transferable (except in case of change of control or sale of all or substantially all assets of Customer) right to use (without the right to sublicense) the Deliverables perpetually for its internal business purposes. This license is limited to the use for such purposes for which the Deliverables have been delivered to Customer. Flyability shall not be limited in developing, using or marketing services or products which are similar to the Deliverables, or in using the Deliverables for future projects, but Flyability shall comply with its confidentiality obligations when doing so.

5. PAYMENT AND INVOICING.

Flyability shall submit invoices for fees and reimbursable costs and expenses and be paid in the manner specified in the applicable SOW, and in accordance with the main terms of the Agreement.

6. WARRANTY.

A. General warranty for Professional Services. Flyability shall perform Professional Services in a workmanlike manner in accordance with generally accepted industry standards. Customer shall notify Flyability of any failure to so perform within ten (10) days after the date on which such failure first occurs. Flyability's entire liability and Customer's sole remedy for Flyability's failure to so perform shall be for Flyability to, at its option, (i) correct such failure, and/or (ii) terminate the applicable SOW and refund that portion of any fees received that correspond to such failure to perform. Flyability's liability for willful misconduct and gross negligence and Customer's right to terminate Professional Services for cause in accordance with Section 3B remains hereby unaffected.

B. Warranty for services under which Flyability is obliged to produce a work result. In case Flyability provides Professional Services under which Flyability is obliged to produce a specific work result that is specified in the SOW and agreed to be subject to acceptance by Customer, the following provisions shall apply instead of subsection A above:

(i) The work result is deemed accepted when either Customer expressly confirms acceptance or when Customer brings the work result into operational use.

(ii) Flyability warrants that the work results delivered to the Customer correspond, at the time of delivery, to the specifications defined in the SOW in all material aspects. Flyability does not warrant that the work results can be used without error and interruption, nor that they can be used in all operating conditions. The warranty period shall comprise 12 months from the date of acceptance of the work results concerned.

(iii) Customer shall notify Flyability of any defects in the work results within ten (10) calendar days after the date Customer notices such failure, in which case Flyability's entire liability and Customer's sole remedies shall be as follows: provided that Flyability receives a written notification from the Customer, Flyability shall endeavor to remedy adequately documented, replicable defects at its own expense and within the shortest reasonable period. The Customer shall reasonably assist Flyability in analyzing and eliminating the defect. If, despite repeated attempts, Flyability is unable to remedy correctly reported defects in the work results concerned, Customer shall set Flyability two reasonable grace periods in writing. If both these periods expire without positive result, and if the defects are such that Customer cannot be reasonably expected to use the work results, the Customer shall be entitled to rescind the SOW and to a refund of the fees paid to Flyability for the work result concerned. In the case of other (less significant) defects, instead of rescission the Customer shall be entitled to a reduction in or a partial refund of the remuneration for the work result concerned, such reduction or partial reimbursement corresponding to the reduced value of the work result.

C. No Further Warranties. Except as expressly stated in these Additional Terms for Professional Services, Flyability makes no other express or implied warranties, written or oral. Insofar as permitted under applicable law, all other warranties in relation to Professional Services are specifically excluded, including warranties arising by statute, course of dealings or usage of trade. However, Flyability's liability for willful misconduct and gross negligence remains unaffected.