



Airline Training Services Agreement

Schedule

Standard terms and conditions for L3Harris CTS Training Services Agreement (“Agreement”)

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

IT IS HEREBY AGREED AS FOLLOWS: -

1. INTERPRETATION

- 1.1. In this Agreement, words importing the singular only shall also include the plural and vice versa and, where the context requires, words importing persons shall include firms and corporations.
- 1.2. The use of the term L3H CTS shall be interpreted to include all employees and/or contracted personnel (including sub-contractors) of L3H CTS.
- 1.3. The Buyer represents and warrants to L3H CTS it has the full power and authority to enter into and perform its obligations under this Agreement
- 1.4. “Offer Letter” shall mean the L3H CTS Airline Training Services Offer Letter, fully signed by both Parties, outlining the Services and pricing.
- 1.5. “Services” shall mean the training course, wet training or dry training services as further detailed in clause 2 hereof, and as set out in each individual Offer Letter.

2. SERVICE

- 2.1. In consideration of the price L3H CTS shall provide the Services to the Buyer for the benefit of the individuals nominated by the Buyer (“the Buyer’s Representatives”).
- 2.2. The Buyer shall provide the details of the Buyer’s Representatives as requested by L3H CTS in writing no later than fourteen (14) days prior to the delivery of the Services.
- 2.3. The Buyer shall be responsible for ensuring that the Buyer’s Representatives receiving the Services are suitably qualified and meet the applicable service prerequisites.
- 2.4. L3H CTS warrants that it shall discharge its obligations hereunder with all due skill, care and diligence in accordance with good industry practice and (without limiting the generality of this condition) with its own established internal procedures.
- 2.5. Where applicable, L3H CTS shall ensure that any training instructors, content or materials provided by L3H CTS as part of the offered Services are compliant with any regulatory approvals that may be required for the Services to be delivered, including but not limited to CAA, EASA or FAA approvals.
- 2.6. For Wet Training - For the avoidance of doubt L3H CTS makes no guarantee that on completion of the Services the Buyer’s Representative will have achieved the standard of proficiency required for such approved courses.

- 2.7. In the event that the Buyer’s Representative fails to achieve the required standard of proficiency L3H CTS shall recommend what, if any, additional training should be undertaken in order to achieve the required standard of proficiency. This may include a chargeable reasonable extension to the booked Service(s) in order for the Buyer’s Representative to meet the necessary standards.

- 2.8. The Services pricing does not include accommodation or transportation, unless specifically included in the Offer Letter.

3. RESERVATION AND BOOKING

- 3.1. L3H CTS shall reserve the Buyer’s Services allocation for forty-eight (48) hours after which time L3H CTS reserves the right to resell or reallocate the allocated resources to another customer.
- 3.2. The Buyer’s booking shall be deemed a “Confirmed Booking” on receipt of written confirmation by email to our dedicated Account Manager or Customer Business Team on customerbusiness.cts@l3harris.com and L3H CTS shall be entitled to invoice the Buyer for the Services in full at such time.
- 3.3. Where possible L3H CTS shall make every commercially reasonable effort to accommodate the Buyers requests as to the time of day the Services are booked. However, L3H CTS makes no guarantee that all of the Buyer’s bookings will take place during peak daytime hours.
- 3.4. In the event that the Buyer wishes to cancel a Confirmed Booking in part or in full L3H CTS reserves the right to charge a cancellation fee, up to the full price of the Services being cancelled, in respect of such Confirmed Booking, as follows:
 - 3.4.1. L3H CTS shall be entitled to recover 100% of the price of the Services for cancellations received between 0 and 30 days ahead of the date specified in the Confirmed Booking.
 - 3.4.2. Additionally, L3H CTS shall be entitled to recover 50% of the price of the Services for cancellations received 31 to 60 days ahead of the date specified in the Confirmed Booking.
 - 3.4.3. For the avoidance of doubt cancellations received more than 60 days ahead of the date specified in the Confirmed Booking shall not incur a charge, but such cancellations are subject to L3H CTS’ Fair Use Policy per clause

4 herein.

4. FAIR USE POLICY

- 4.1.** Where L3H CTS offer the ability to cancel provisional or Confirmed Bookings, it is done to address exceptional events that may arise, and which may affect the Buyer's ability to make use of the Services booked. If L3H CTS, acting reasonably, deems the Buyer's usage of this flexibility to be excessive and unfair such that it affects overall service provision and/or access to the service by other customers.
- 4.2.** L3H CTS may notify the Buyer in writing of the perceived breach and the Buyer shall respond in writing within seven (7) days of the notification of the breach.
- 4.3.** In the event that L3H CTS considers the Buyer has breached the terms of the Fair Use Policy, L3H CTS reserves the right to review this clause 4 and the provision of the Services in accordance with 4.5.
- 4.4.** In the event that the Buyer is unable to remedy the breach of the Fair Use Policy to the satisfaction of the L3H CTS then the Parties agree to in good faith negotiate an amendment to the Agreement to reflect the revised terms under which the Services may be provided.
- 4.5.** L3H CTS shall make every commercially reasonable effort to adhere to the quoted timetables, plans and schedules of the Services.
- 4.6.** L3H CTS shall have the right at any time and at its sole discretion, to update or change this Fair Use Policy.
- #### **5. PRICES AND PAYMENT**
- 5.1.** Invoices shall be due for payment within thirty (30) days of the date of invoice but no later than the day prior to commencement of delivery of the Services.
- 5.2.** In the event that Buyer fails to make payment in full prior to the commencement of delivery of the Services then L3H CTS reserves the right:
- 5.2.1.** to suspend or cancel access to the Training Centre;
- 5.2.2.** withhold course completion materials; and/or
- 5.2.3.** charge interest on any unpaid amount at a rate of 5% per annum above Barclays Bank base rate until payment is received in full.
- 5.3.** In the event that the Buyer's Representative fails to attend a Confirmed Booking in whole or in part for any reason whatsoever the full value of the Services shall remain payable by the Buyer.
- 5.4.** The price is expressed inclusive of all UK taxes and duties except VAT, which shall, if applicable be invoiced in addition to the price and be payable by the Buyer.
- 5.5.** The price for the Services provided as detailed in the Offer Letter is only applicable for the period specified and will be reviewed annually (01 January of each year), in accordance with the prevailing rate of the Consumer Prices Index (CPI). For the avoidance of doubt in the event the CPI measure is less than 0% the price shall remain unchanged for the preceding year.

6. ALTERATIONS TO SERVICES

- 6.1.** L3H CTS shall, make every effort to deliver the Services as quoted. In the event that L3H CTS is required to alter or amend the Services for operational or other reasons, then L3H CTS, shall make every effort to take into consideration any specific requirements of the Buyer, which were notified to L3H CTS at the time of booking, when amending a Confirmed Booking.
- 6.2.** Any additional services required howsoever arising and including but not limited to failure by the Buyer's Representative to attend (including due to illness) or a requirement for additional remedial training or additional requirements due to regulatory changes, shall be chargeable to the Buyer and payment shall be made prior to commencement of the additional services.

7. APPROVALS & CONSENTS

- 7.1.** The Buyer shall be responsible for obtaining any Regulatory Authority approval (or any other such approvals or consent(s)) necessary for the Buyer's Representative to make use of the Services and L3H CTS makes no representation or warranties that any such approval can or will be obtained.
- 7.2.** L3H CTS will (but is not obliged to) provide every reasonable assistance in obtaining such approval if so, required by the Buyer and the Buyer shall reimburse any fees and expenses incurred by L3H CTS in providing such assistance.
- 7.3.** Any regulatory, certification or similar fees and charges relating to the Services which are assessed or imposed by any applicable Regulatory Authority shall be the sole responsibility of Buyer (where the Services are bespoke or singularly applicable to the Buyer).

8. TRAINING MATERIALS

8.1. For Wet Training Services

- 8.1.1.** L3H CTS shall provide the following training materials: paper manuals and IT necessary to deliver the training syllabi.
- 8.1.2.** One (1) month prior to Wet Training Services the Buyer shall be responsible for supplying L3H CTS with:
- 8.1.2.1.** All Airline Airbus and/or Boeing relevant manuals, including Flight Crew Operating Manuals (FCOMs), Flight Crew Training Manual (FCTM), Minimum Equipment List (MEL), checklists and hard copies (if not electronic) Quick Reference Handbook (QRH).
- 8.1.2.2.** Relevant Performance tool i.e., iPad with Boeing Performance tool or Flysmart (Airbus).
- 8.1.2.3.** Standard Operating Normal Checklist, Standard Operating Procedures (SOPs) guidance, Ops Manual, part B. (OMB).

- 8.2.** For Dry Training Services, the Buyer shall provide the following training materials: paper manuals and IT

- necessary to deliver the training syllabi.
- 8.3.** In providing training materials for use by instructors and/or trainees involved in the Services the Party providing the training materials warrants that it is the owner of such materials including all necessary rights to use the materials for the purposes of training.
- 8.4.** For the avoidance of doubt such training materials shall be supplied for training purposes only and shall not be used or applied for operational purposes and shall be used by the Buyer in accordance with clause 12.
- 9. ACCESS TO TRAINING CENTRE**
- 9.1.** L3H CTS shall ensure that the Buyer's Representatives are allowed access to the applicable training centre as required for the purposes of attending and delivering the Confirmed Booking.
- 9.2.** Where Services are to be delivered at the Buyer's site the Buyer shall ensure that L3H CTS instructors are provided with access to the site including access to canteen, toilet and training room facilities as required.
- 9.3.** Where L3H CTS out-sources the services to a third party site or service provider, L3H CTS will advise the Buyer of any applicable site or provider access requirements. The Buyer will be expected to comply with all such requirements. Failure to do may result in the Services being withdrawn.
- 9.4.** Both Parties shall ensure that their representative(s) are capable of understanding any written or verbal notice(s) and/or instruction(s) given by onsite staff in the English language.
- 9.5.** Each Party shall be responsible for ensuring that in addition to complying with the terms and conditions contained herein its representative(s) comply with all applicable laws, rules, regulations, company practices, directives and security procedures and codes of conduct, including health and safety guidelines and access procedures applicable to the relevant site.
- 10. DEFECTS IN EQUIPMENT**
- 10.1.** The Buyer shall promptly report in writing to L3H CTS any defects or deficiencies in the equipment used to deliver the Services. In the event that said defect or deficiency materially impacts training during the Confirmed Booking then:
- 10.1.1. for Dry Training**, the Buyer's Representative may at its discretion either continue with the Confirmed Booking or suspend the training; or
- 10.1.2. for Wet Training**, the Buyer's Representative and L3H CTS may mutually agree to continue with the Confirmed Booking or suspend the training.
- 10.2.** If the Confirmed Booking continues, then the session shall be deemed to have been successfully completed and remain payable in full.
- 10.3.** Notwithstanding clause 10.2, if the Buyer's Representative continues with the Confirmed Booking and a training objective is compromised by the defect or deficiency the Buyer's Representative, with the agreement of L3H CTS, may extend the current or a future Confirmed Booking by a reasonable period to complete the training objective.
- 10.4.** In the event that the Confirmed Booking is suspended, L3H CTS shall make additional time available on the training device within five (5) days of the Confirmed Booking to complete the suspended training. For the avoidance of doubt the Buyer shall not be charged any additional amount over and above the price in respect of such additional time provided to the extent that the additional time is provided solely as a consequence of a suspension.
- 10.5.** L3H CTS' sole liability in respect of defects and deficiencies shall be limited to the provisions stated in this clause 10.
- 11. FORCE MAJEURE**
- 11.1.** No Party hereto shall be deemed in default if its performance or obligations hereunder (other than any obligation to make a payments due and payable) are delayed or become impossible or impractical by reason of any act of God, war, fire, earthquake, labour dispute, accident, civil commotion, epidemic, pandemic, network failure, supply shortages, denial of service, attack, act of government or government agency or officers, or any other cause beyond such Party's control (a "Force Majeure").
- 11.2.** For the avoidance of doubt, any restrictions on the delivery of Training, as a result of COVID-19 shall be considered a Force Majeure Event.
- 12. DATA PROTECTION**
- 12.1.** The Parties agree that they shall be joint Controllers in respect of the Disclosed Data.
- 12.2.** Each Party shall ensure it complies with the Data Laws and warrants to the other Party that:
- 12.2.1.** it shall process Disclosed Data strictly in accordance with the Data Laws;
- 12.2.2.** it shall maintain written records of all categories of processing activities carried by it as joint Controller; and
- 12.2.3.** it shall make available to the other Party of any Data Breach involving Disclosed Data and provide the other Party with full details of the Data Breach.
- 13. INTELLECTUAL PROPERTY RIGHTS**
- 13.1.** All rights and interest in the Owned Assets are the exclusive property and shall remain the exclusive property of L3H CTS.
- 13.2.** Buyer shall not:
- 13.2.1.** copy, modify, export, nor create derivative works based on the Owned Assets; or
- 13.2.2.** use the Owned Assets, to develop or enable the development of any Services, and/or of any part, of the Service; or
- 13.2.3.** disclose any Confidential Information regarding the Owned Assets or any part thereof to any other persons or companies without L3H CTS' prior written approval.
- 13.2.4.** The Buyer shall be able at all times to account for all copies of the Documentation which are required to be made for the purposes of



delivery of the Services and shall ensure that each copy includes any proprietary notices contained in the original version.

14. SUB-CONTRACTING

14.1. Without affecting the liabilities of L3H CTS under this Agreement, L3H CTS shall have the right from time to time to entrust to third parties the carrying out of any portions of the Services which it is authorised or obliged to carry out hereunder.

15. EXPORT CONTROL

15.1. The Buyer shall fully comply with all applicable export/re-export regulations (including, but not limited to, any US or UK Government export control requirements) applicable to the Services or data being provided as part of the Services, and shall hold harmless and indemnify L3H CTS against any claim, liability, losses, costs, damages and expenses (including without limitation attorney's fee) of whatsoever nature or kind or amount, based upon or resulting from any action or claim raised by any third party (including without limitations any entity, whether incorporated or not, state agency, governmental authority) due to a failure by the Buyer, or any of their agents, assignees and/or transferees and/or sub-licensees to comply with any and all export/re-export regulations.

16. INSURANCE

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

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

17. LIABILITY & INDEMNITY

17.1. The Buyer will use the Services prudently and shall indemnify and hold L3H CTS harmless from any losses, damages, costs, expenses and/or fees incurred as a result of the Buyer Representative's use of the Services.

17.2. The Buyer shall indemnify and hold harmless L3H CTS from and against all liabilities, claims, demands, suits, judgements, damages and losses including expenses, costs and legal fees in connection therewith or incidental thereto arising out of or in connection with:

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

17.2.2. loss of or damage or destruction of any property including the training device, except and to the extent that such liability arises as a sole consequence of L3H CTS' wilful misconduct or gross negligence.

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

17.4. Each Party shall promptly notify the other Party of any

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

17.5. In no event shall L3H CTS be liable for indirect, special, consequential, multiple or punitive damages or any damage deemed to be of an indirect or consequential nature arising out of or related to its performance under this Agreement, whether based upon breach of contract, warranty, indemnity, negligence and whether grounded in tort, contract or civil law or other theories of liability, including strict liability.

17.6. L3H CTS' liability shall in no circumstances exceed the total price paid by the Buyer for the Services.

17.7. Clauses 17.1 and 17.2 shall not apply to loss or damage arising out of or in connection with death or personal injury, fraud or fraudulent misrepresentation, or loss or damage for which liability cannot be limited or excluded by law.

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

18. TERMINATION

18.1. This Agreement may be terminated by L3H CTS without incurring any liability to the Buyer in the event that the Buyer fails to pay any monies due in accordance with clause 5.

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

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

18.2.2. the insolvency, or such other similar occurrence, of the other Party.

18.3. L3H CTS reserves the right to terminate delivery of the Services to any recipient who fails to make satisfactory progress or who, in the opinion of L3H CTS, is guilty of misconduct while undergoing training. In the event of termination of the delivery of the Services to any recipient in accordance with this clause 18.3, no refunds will be provided by L3H CTS to the Buyer for any part of the Service(s) (irrespective of the stage of the Service(s) that the recipient has already achieved) and the full value of the Service(s) shall remain due and payable by the Buyer in accordance with clause 5 hereof.

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

18.5. In the event of termination of the delivery of the Services to any recipient and/or termination of this Agreement, the Buyer warrants that it shall (and shall warrant that each recipient shall) a) vacate any L3H CTS provided accommodation as instructed by L3H CTS; b) cease use of any L3H CTS provided transportation; c) not interfere with any L3H CTS

employees and/or contracted personnel (including sub-contractors); and d) not interfere with any of L3H CTS' customers or customer representatives.

19. CONFIDENTIALITY

19.1. The Buyer acknowledges that all information ("Confidential Information") belonging to L3H CTS shall be treated as confidential and shall safeguard it accordingly and not disclose any Confidential Information belonging to L3H CTS, including but not limited to this Agreement and any specifications, plans, drawings, technical documents and software, to any other person without the prior written consent of L3H CTS, except as may be necessary for the performance of this Agreement.

20. SEVERABILITY

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

21. ANTI-BRIBERY AND CORRUPTION

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

22. DISPUTES

22.1. In the event of any dispute arising between L3H CTS and the Buyer, the Parties shall first use reasonable endeavours to resolve such dispute amicably in the ordinary course of business. Any Party may give the other Party written notice to a level of management higher than the person with direct responsibility for this Agreement of any dispute not resolved in the ordinary course of business.

23. GOVERNING LAW

23.1. This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

23.2. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this Agreement.

24. WAIVER

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

25. SOLE REMEDY

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

26. NO AGENCY

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

26.2. No relationship of agency, joint venture or partnership shall exist or shall be deemed to exist between the Parties and, it is expressly understood that the Buyer shall not have the authority to bind L3H CTS in any way, nor shall the Buyer purport or attempt to bind L3H CTS in any way.

27. MARKETING

27.1. The Buyer hereby agrees that during the Agreement L3H CTS may make reference to the Buyer and to the existence of this Agreement in marketing or promotional materials.

28. ENFORCEABILITY

28.1. If any part of this Agreement is invalid, illegal or incapable of being enforced, the remaining provisions of this Agreement shall nevertheless remain in full force and effect.

29. ASSIGNMENT

29.1. A Party shall not assign to any third Party any or all of its rights and obligations under this Agreement, without prior written consent of the other Party which consent shall not be unreasonably withheld, except and to the extent that L3H CTS reserves the right to refuse consent to any assignment to a direct competitor.

30. THIRD PARTY RIGHTS

30.1. A person who is not a Party to the Agreement may not enforce any of its terms.

31. WAIVER

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

32. COUNTERPARTS

32.1. This Agreement may be executed in any number of counterparts and by the Parties to it on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.

33. HEADINGS

33.1. The headings or captions of the Sections of this Agreement are for convenience and reference only, and are not intended in any way to modify, enlarge or limit the provisions hereof; nor shall such headings or captions be used to interpret or construe the intent of the Parties with respect to the provisions of this Agreement.

34. NOTICES

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



35. VARIATIONS

- 35.1.** No variation to this Agreement shall be binding unless agreed in writing between the Parties.
- 35.2.** Notwithstanding clause 35.1, L3H CTS reserves the right to update this Agreement in line with operational requirements and updates hereto shall be available at <https://www.l3harris.com/sites/default/files/2023-08/L3H%20CTS%20Airline%20Training%20Services%20Agreement%20B2B%20%28UK%20Version%29%20-%20%2020230811%20%28V1.9%29.pdf>

36. SURVIVAL

- 36.1.** Notwithstanding any expiry or termination of this Agreement, except in the case of termination due to Buyer default, the following clauses shall remain in force: 5, 11, 17, 20, 23, and 30.

37. AGREEMENT

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

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