General Terms and Conditions and license for the use of the OPENFLYERS Platform

OPENFLYERS, a limited liability company with share capital of €42,000, domiciled at BAT F, 281 avenue de la Libération, 33110 LE BOUSCAT, FRANCE and registered in the Bordeaux Corporate Register under number 507 522 720, acting through its Manager, Mr. Christophe LARATTE,

hereinafter called S.A.R.L. OPENFLYERS
and the Customer (according to the definition stipulated below) have agreed on these General Terms and Conditions and license for the use of the OPENFLYERS Platform.

Article 1 - Definitions

Database: All of the data entered by the **Customer** via the online forms of the **OPENFLYERS Solution**.

Customer: **Client Structure** or **Individual Client** with a **Platform**.

Individual Client: Individual who has accepted these terms and conditions and license for the use of the OPENFLYERS **Platform** and who have paid, if any, the price of the subscription.

Update: Minor modifications to a version of the **OPENFLYERS Solution.**

Upgrade: New version of the **OPENFLYERS Solution**, integrating new functionalities and intended to replace the previous version.

Platform: Access via the Internet at a **Database** OPENFLYERS through the **OPENFLYERS Solution**.

Resource : human ou material unit.

OPENFLYERS Solution: Computer programme which permits to manage resources and to propose services.

Client Structure : Legal person who has accepted these terms and conditions and license for the use of the OPENFLYERS **Platform** and who have paid, if any, the price of the subscription.

Final User: User of the **OPENFLYERS Solution**, which is adherent, member or customer of a **Client Structure** or an **Individual Client**.

Article 2 - Purpose of the contract

The purpose of these General Terms and Conditions is to stipulate the conditions under which the S.A.R.L. OPENFLYERS provides the Customer and the Final Users, whether or not in return for payment, with access to the OPENFLYERS Solution and the related services.

Article 3 - Description of the OPENFLYERS services

3.1 - Provision of access to the OPENFLYERS Solution

During the period of validity of his subscription, the Customer benefits from access to and a right to use the functionalities of the OPENFLYERS Solution. This access is obtained from an URL address communicated to the Customer following his order with the aid of the identifier and password chosen by the Customer at the time of his registration and validated by the S.A.R.L. OPENFLYERS.

The Client Structure accepts that a Final User may open an Individual Client account with the S.A.R.L. OPENFLYERS in order to be able to connect himself to the Client Structure Platform via its unique identifier and password linked to its Individual Client account attributed by the S.A.R.L. OPENFLYERS.

The login / password pairs of the Final Users are personal and confidential. The Customer undertakes to oblige Final Users to be responsible for their pair (username / password). The customer or the Final Users alone bear the consequences that may result from the use made by third parties who have become aware of them. Any loss or unintentional disclosure of material that may allow a third party to know the identifiers must be immediately reported by the Final User to the Customer so that he may invalidate the password.

3.2 - Provision of an individual access to the Final Users of the Client Structure

The Client Structure grants the S.A.R.L. OPENFLYERS the right to propose to its Final Users customized services. The Client Structure agrees that the S.A.R.L. OPENFLYERS proposes to each of its Final Users an Individual Client account, with a unique identifier, for each operation related with the OPENFLYERS Solution. The Final User Individual Client may also benefit from customized services via the Platform from the Client Structure and also a synchronization of his Individual Client Database from the Client Structure Database for his personal data.

3.3 - Hosting service

The S.A.R.L. OPENFLYERS provides a hosting service to the Customer for the data entered by the Customer with the aid of the fields of the form of the OPENFLYERS Solution.

The parties agree that the data entered is the property of the Customer.

The Customer undertakes to comply with the regulations applicable to the processing of personal data and, in particular, Law no 78-17, as amended, of 6 January 1978 concerning IT, files and freedoms.

3.4 - Updates and Upgrades

During the period of validity of his subscription, the Customer benefits from Updates of the OPENFLYERS Solution. The Upgrades of the OPENFLYERS Solution are not included in the subscription price and are invoiced under the price conditions of the OPENFLYERS catalog.

The Customer may ask for the migration of his Database to be upgraded. However, all migration requests are non-reversible: after, the Customer will not be able to come back to a previous version.

3.5 - Specific developments

The Customer may order specific developments. These developments are payable to the order. They incorporate the latest version of the OPENFLYERS Solution and are the property of the S.A.R.L. OPENFLYERS.

The developments are delivered to the state version of "beta" and should be tested by the Customer followed by the S.A.R.L. OPENFLYERS corrections.

Each development request should be addressed in writing by the Customer. Said Customer is entitled to only one free quote request per year, not followed up by an order.

3.5.1 Software development bonus

According to the subscription contract, the Customer may receive a "Software development bonus" hereinafter called "bonus".

This "bonus" credits represents hours of development offered by the S.A.R.L. OPENFLYERS and used to finance all or part of an ordered specific development.

This "bonus" is usable for any specific development ordered during the usable year.

3.6 - Assistance services

The S.A.R.L. OPENFLYERS offers technical assistance to the Customers to answer questions concerning the use of the functionalities of the OPENFLYERS Solution. This assistance is provided by the forum accessible on its Internet site located at the following address: http://www.openflyers.com. In addition, some subscribers receive assistance by e-mail or by phone (cf. catalog price).

The technical assistance is provided in French and English.

3.7 - Initial configuration

Subscription to an OpenFlyers subscription involves subscribing to an initial configuration made by the OpenFlyers S.A.R.L., except in the cases provided for in the catalog price.

The catalog price specifies the perimeter of the configuration subscribed.

The documentation specifies the chronology and the time of setting up the configuration: https://openflyers.com/fr/doc/of4/Bien-débuter-avec-OpenFlyers#Paramétrer-la-plateforme

Subscription to an OPENFLYERS subscription is a prerequisite for sending the configuration questionnaire.

3.8 - Advertisement banners providing

The S.A.R.L. OPENFLYERS reserves the right to display advertisement banners on the pages of its Platform except when the subscription explicitly excludes this possibility.

Article 4 - Configuration necessary to use the OPENFLYERS Solution

To use the OPENFLYERS Solution, the Final User must have a computer, tablet or smartphone to access the internet via a browser supported by the OPENFLYERS Solution (see https://openflyers.com/fr/doc/of4/Compatibilité-des-navigateurs). The browser must be configured with Javascript enabled and accept session cookies. The Final User must ensure that any firewall does not make sessions with the OPENFLYERS server impossible. In addition, the Final User must also have a broadband internet connection.

The Final User must update the internet browser softwares when required by S.A.R.L. OPENFLYERS.

The Final User is solely responsible for the configuration and proper operation of his equipment, network access, and the configuration of the software required to use the OPENFLYERS Solution.

Article 5 - Financial conditions

5.1 - Subscription

Access to the OPENFLYERS services is subject to the prior payment of the subscription price as indicated in the purchase order.

The first year of subscription, the subscription price is calculated prorata with the number of calendar days between the date of the order and the thirty-first (31st) of December of the current calendar year.

The following years, the subscription price is invoiced for a complete calendar year. At the renewal, it is not possible to get a subscription for a package inferior to the one previously subscribed.

It is specified that the subscription price does not include the cost of telecommunications and Internet access permitting the use of the OPENFLYERS Solution or access to the data hosted or the questioning of the assistance service. These costs remain incumbent on the Customer.

5.2 - Rates

The prices specified on the OPENFLYERS site are provided in Euros, without taxes. The S.A.R.L. OPENFLYERS reserves the right to modify its prices at any time. The modification of the price is not applicable to current subscriptions. The prices are valid as long as they are displayed on the site.

When the subscription depends on the number of resources, resources are considered to be material resources or human resources, depending on the activity. The types of

resources taken into account are defined in the catalog price.

Payment of the subscription price is made by cheque, transfer or by means of the online payment solution provided on the OPENFLYERS site. Payment by cheque is only accepted on condition that the cheque is drawn on an account domiciled with a banking establishment located in France (FR). The payments made by transfer to the S.A.R.L. OPENFLYERS must correspond to the price to be paid. Transfer charges must be supported by Customers.

Payment is due in full with the order, whatever the type of product ordered.

5.3 - Services

To each subscription package corresponds a level of services. Additional services may be required to allow the access to some features.

The Customer may ask for additional services, at the rates in force in the catalog price of the S.A.R.L. OPENFLYERS, available on the website http://www.openflyers.com.

In accordance with the regulations in effect, any amount not paid on its payment date bears late payment interest by right as from the payment date, calculated at the statutory rate.

5.4 - Package for individuals

The subscription of a "Solo" package is strictly limited to the private owners of their resource, within the limit of a material resource and of five Final Users, it being understood that said Final Users must hold ownership shares in said resource.

5.5 - Package for organizations

Professionals must subscribe to a Business or higher package according to the restrictions listed below.

For the aeronautics sector, the Business offer is reserved for professionals, offering a single type of activity (training alone or rental only, for example), excluding public transport of passengers.

Article 6 - Provision of the service

If the payment has taken place by means of the online payment solution available on the OPENFLYERS site, the services are accessible within twenty-four (24) hours from the confirmation of the payment by the operator of the online payment solution. In the event of technical problems, this access can be postponed for an additional twenty-four (24) hours.

If the payment has taken place by cheque or by transfer, the services are accessible within seven (7) business days following receipt of the cheque or transfer.

Article 7 - Term

This contract is concluded for a term that expires on the thirty-first (31st) of December of the current calendar year and can be tacitly renewed until the thirty-first (31st) of December of the following calendar year except in the event of notice of termination of the contract by one of the parties by registered letter with acknowledgement of receipt before the thirty-first (31st) of October of the current calendar year.

Article 8 - Availability of the OPENFLYERS Solution

The functionalities of the OPENFLYERS service are available throughout the term of the subscription, subject to accidental interruptions or those necessary for the proper functioning of the service.

8.1 - Interruption for maintenance

S.A.R.L. OPENFLYERS specifically reserves the right to perform service interruptions for the purposes of carrying out maintenance operations (change of equipment following a breakdown, correction of errors, updates), and undertakes, to the extent as much as possible, and except in exceptional circumstances, to make these interruptions during the periods of least use of the services by the Final Users. She will inform the Customer by e-mail of the start of the maintenance operation when this is foreseeable.

8.2 - Interruptions in cases not involving maintenance

The parties expressly agree that S.A.R.L. OPENFLYERS can not be held responsible for interruptions of services related to a case of force majeure, a decision of the authorities ordering the closure of the service, a change of the regulations, an interruption of the supply of electricity or lines telecommunication due to public or private operators, abnormal or fraudulent use by the Customer, the Final Users or by third parties of the OPENFLYERS Solution requiring the stop of the service for security reasons.

No indemnity or reimbursement of the subscription price is due by the S.A.R.L. OPENFLYERS for these interruptions.

Article 9 - Rights of use granted over the OPENFLYERS Solution

During the period of validity of his subscription, the Customer benefits from a non-exclusive and personal right of use of the OPENFLYERS Solution.

The Customer undertakes only to use the access for the specific needs of its structure. It undertakes not to make the access available to any one whatsoever with the exception of its employees intervening within the framework of their employment contracts.

The Customer cannot grant a right of use to third parties, even free of charge. The Customer undertakes not to make any copy whatsoever of all or part of the OPENFLYERS Solution.

The S.A.R.L. OPENFLYERS reserves the right of correction to the OPENFLYERS

Solution. The S.A.R.L. OPENFLYERS reserves the right to modify, at any time, all or some of the functionalities of the OPENFLYERS Solution with a view to improving them.

In order not to disturb the proper functioning of the OPENFLYERS Solution, it is forbidden to use the OPENFLYERS Solution functionalities or to question the related databases with the aid of third party scripts or programmes, without the express authorisation of the S.A.R.L. OPENFLYERS. The S.A.R.L. OPENFLYERS authorises, however, SQL requests in sole reading mode (order called SELECT) by means of the dedicated interface of the OPENFLYERS Platform, on condition that the requests do not disturb the OPENFLYERS server. The Customer shall try not to make requests requiring a calculation time of more than five (5) seconds when this is not strictly necessary.

Article 10 - Suspension/Termination

The non-payment of the subscription price on its payment date automatically entails the suspension of the OPENFLYERS services without notice. The S.A.R.L. OPENFLYERS reserves the right to automatically terminate any subscription without notice renewed by tacit renewal, the subscription price of which has not been paid on January, 1st of the current calendar year.

Besides the possibility provided to each party not to renew the contract on each anniversary date, subject to compliance with the notice stipulated in Article 7 (Term), the parties agree that, in the event of breach of any one whatsoever of the obligations of this contract during a subscription period, the S.A.R.L. OPENFLYERS can suspend its services or terminate this contract by right without any judicial formality if, beyond a period of fifteen (15) business days following the presentation of a registered letter with acknowledgement of receipt stating the breach recorded, the breach invoked continues.

The suspension and/or the termination of this contract does not entail waiver of the right of the S.A.R.L. OPENFLYERS to obtain all of the amounts that are due to it under this contract, or damages for the breach recorded.

After the termination, the identifiers permitting access to the OPENFLYERS Solution and to the related services are made unusable.

Article 11 - Responsibility of the Customer

Any processing, transmission, distribution or representation of information or data via the OPENFLYERS Solution is made under the sole and entire responsibility of the Customer and in strict compliance with the statutory and regulatory provisions. The OPENFLYERS Solution is intended for Client Structures who are experienced users of IT solutions permitting the management of structures and especially resource management. The user acknowledges knowing the technical and regulatory constraints specific to this type of structure. The OPENFLYERS Platform is not a training system and cannot be used as substitute for training. The Customer must inform the S.A.R.L. OPENFLYERS of the regulatory changes capable of affecting the use of the OPENFLYERS Solution functionalities.

The Customer undertakes only to process, distribute, download, or transmit by means of the OPENFLYERS Solution information and data, the use of which does not infringe any intellectual property right or constitute the committing of a criminal offence.

The Customer is responsible for the use of its account and, in particular, for the destruction or modifications of the data pursuant to improper use of the functionalities of the OPENFLYERS Solution.

The Customer uses the OPENFLYERS Solution under its sole responsibility.

The Customer must test the OPENFLYERS Solution before using it for actual production.

The Customer is solely responsible for the protection of personal data recorded in the Database of the OPENFLYERS Solution and for compliance with the legislation concerning the computerised processing of personal data. The S.A.R.L. OPENFLYERS cannot in any way be considered liable for the processing of this personal data.

The S.A.R.L. OPENFLYERS is not liable for the data recorded and results obtained by the use of the functionalities of the OPENFLYERS Solution.

The Client Structure undertakes to take out a third party liability insurance policy covering the risks associated with its activity.

Compatibilities of the versions:

The S.A.R.L. OPENFLYERS solely guarantees the ascending compatibility between the different versions of the OPENFLYERS Solution.

The descending compatibility is not guaranteed.

Article 12 - Privacy and data ownership

The S.A.R.L. OPENFLYERS undertakes not to disclose the data of customers' platforms to a third party, except for a legal request from an official service. Moreover, unless the refusal from the customer, the S.A.R.L. OPENFLYERS can provide access to the data of a platform for the benefit of the official services duly brought to its attention. Each type of access is the subject of a document defining the purpose, scope of action and type of available data.

The data contained in the database of a platform is the property of the customer with the exception of logs (see "Logs and traceability of interventions").

The structure of the database is the exclusive property of S.A.R.L. OPENFLYERS.

Article 13 - Logs and traceability of interventions

"Logs" are the data that record the actions performed with the timestamp, login ID, and IP address. This is the history of actions.

The "logs" are erased automatically and at regular intervals, keeping the most recent records, over a period defined by S.A.R.L. OPENFLYERS, in order to contain the volume of stored data.

The use of non-nominative login credentials is to be avoided. This can be seen as an attempt to identity makeup in order to prevent official services from being able to identify the authors of interventions in the database. Depending on the consequences of this act, it

may constitute a crime. This paragraph of information is worth notification by S.A.R.L. OPENFLYERS to client structures and end-users and discharges the responsibility of S.A.R.L. OPENFLYERS in case of infringement.

Article 14 - Cookies

Cookies are data downloaded or stored on the Final User's browser to access the Client Structure Platform.

The S.A.R.L. OPENFLYERS uses session cookies to ensure the continuity of the Final User's connection after its initial identification and thus allow it to navigate the Client Structure platform. These cookies can also be used to better understand how the Platform is used.

By accepting these terms and conditions, the Final User accepts the storage of these cookies.

Article 15 - Guarantee

The software is provided to the Customers without any guarantee. The S.A.R.L. OPENFLYERS does not guarantee, in particular, that the Platform complies with the documentation for use or the needs of the user.

The S.A.R.L. OPENFLYERS does not guarantee that the software is without error, or the performance of the software.

In particular, IT IS CLEARLY STIPULATED THAT THE LIABILITY OF THE S.A.R.L. OPENFLYERS OR OF ITS MANAGERS CANNOT BE INVOLVED ON ANY GROUNDS WHATSOEVER NOTABLY THE MAINTENANCE FOLLOW-UP EVEN IN THE EVENT OF A BUG IN THE PLATFORM THAT IS THE SUBJECT OF THIS LICENSE. THE USER MUST PROCEED WITH THE TECHNICAL VERIFICATIONS REQUIRED BY THE REGULATIONS IN EFFECT INDEPENDENTLY FROM THE STATEMENT AND THE INFORMATION GATHERED AND PROCESSED BY THE OPENFLYERS PLATFORM. THIS PROVISION IS DETERMINING FOR OPENFLYERS COMPANY AND ITS MANAGERS WHO, WITHOUT IT, WOULD NOT HAVE CONCLUDED THIS LICENSE.

Article 16 - Storage and export of the Database of the Customer

For thirty (30) business days from the expiry date of the last paid subscription period, the S.A.R.L. OPENFLYERS stores the Database of the Customer. After this period, the S.A.R.L. OPENFLYERS shall no longer be obliged to store the Database and can destroy it without notice.

During thirty (30) business days from the termination, the Customer, who is up-to-date with the payment of his invoices, has the right to obtain the export of the database concerning his account. This database shall be sent to him in the TXT (DUMP SQL) format by e-mail, by FTP or by any other means judged more suitable by the S.A.R.L. OPENFLYERS.

The S.A.R.L. OPENFLYERS also has the right to export, at its own initiative, the Database of the Customer to a terminal of the Customer (notably by e-mail); in this case, the

S.A.R.L. OPENFLYERS is released from the obligation of conservation stipulated in the first paragraph.

Since the OPENFLYERS Solution is an original and innovative solution, the S.A.R.L. OPENFLYERS does not ensure or guarantee any compatibility or interoperability of the export of the Database with other software solutions or third party databases.

Article 17 - IT and freedoms

In accordance with the provisions of Law no 78-17, as amended, of 6 January 1978 concerning IT, files and freedoms, the Customer can obtain communication and, if need be, rectification or suppression of the information concerning him by using the OPENFLYERS Solution functionalities for the management of his account or by contacting the S.A.R.L. OPENFLYERS.

For audit purposes, the S.A.R.L. OPENFLYERS has the right to keep the data of the connection to the OPENFLYERS Solution for one year.

Article 18 - Transferability & Sub-contracting

It is expressly agreed that this contract cannot be transferred to a third party by the Customer, even in the event of transfer of its business, a management agreement, merger or any other operations aimed at transferring the ownership of the contract.

The S.A.R.L. OPENFLYERS can sub-contract all or some of its obligations to a third party of its choice.

Article 19 - Interpretation

In the event of a difficulty in interpretation between any one whatsoever of the titles or of the sub-titles placed at the head of the provisions and any one whatsoever of the provisions themselves, the titles and sub-titles shall be overridden.

If this contract is translated into a foreign language, only the French version shall be valid.

Article 20 - Attribution of jurisdiction and governing law

For any disputes that may arise concerning this contract, jurisdiction is attributed to the competent Courts of the City of BORDEAUX (33) in France (FR).

This contract is governed by French (FR) law.