

## ONLINE JEPPESEN ACADEMY TRAINING TERMS AND CONDITIONS

The training programs offered to you (“You” or “Your”) by either Boeing Digital Solutions, Inc., d/b/a Jeppesen or Jeppesen GmbH (herein “Jeppesen”) are subject to the terms and conditions (the “Terms and Conditions”) contained herein. Please read these Terms and Conditions carefully, as your acceptance of them is legally binding upon You and Jeppesen respecting the training programs for which You are enrolling.

1. **Copyright.** You acknowledge that the training programs (including all associated student material and documentation) (collectively, the “Training Programs”), including the original and any copies thereof, in whole or in part, and all trade secrets, copyrights, patent and other intellectual and proprietary rights therein, are and remain the valuable property of Jeppesen or its third party licensors.
2. **Restrictions on Use.** The Training Programs are provided for Your individual use solely for training purposes. You may not: (a) copy, reproduce, or publish the Training Programs; (b) transfer, sell, or distribute the Training Programs to others, store in a retrieval system, or retransmit in whole or in part, in any form or by any means, whether electronically, photocopying, recording, or otherwise; (c) modify, merge, adapt, translate, or create derivative works based on the printed, electronic, or written content of the Training Programs; or (d) assign, rent, lend, share, or sublease the Training Programs.
3. **Payment.** Jeppesen will invoice You for all Training Programs ordered by You..
4. **Cancellation of Training; Cancellation Fee.** In the event that You cancel training for any reason, the parties will agree on a modified fee schedule calculated in accordance with the percentage of completion of a Course, provided, however, that if You cancel training with less than 45 days’ notice prior to the start date of the Course, You shall pay Jeppesen a cancellation fee equal to 5000 EUR or equivalent in addition to any non-recoverable costs (i.e., hotel accommodations, testing fees from regulatory authorities, and medical exam fees).

5. **NO WARRANTY AND LIMITATION OF LIABILITIES.**

- A. **THE TRAINING PROGRAMS ARE PROVIDED “AS-IS” WITH NO WARRANTY OF ANY KIND WHATSOEVER. YOU UNDERSTAND AND AGREE THAT JEPPESEN’S TRAINING PROGRAMS ARE SUPPLEMENTARY ONLY, AND IN NO WAY REPLACE YOUR OWN OBLIGATION TO BECOME FULLY TRAINED. JEPPESEN ASSUMES NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR FULLY AND COMPLETELY TRAINING YOU, WHICH OBLIGATION RESTS SOLELY WITH YOU.**
- B. **DISCLAIMER AND RELEASE. THE CONDITIONS, REPRESENTATIONS, GUARANTEES, OBLIGATIONS, LIABILITIES AND WARRANTIES (IF ANY) OF JEPPESEN AND REMEDIES OF YOU SET FORTH IN THESE TERMS AND CONDITIONS ARE EXCLUSIVE AND IN SUBSTITUTION FOR, AND YOU HEREBY WAIVE, RELEASE AND RENOUNCE, ALL OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS, GUARANTEES, OBLIGATIONS AND LIABILITIES OF JEPPESEN, AND ANY OTHER RIGHTS, CLAIMS AND REMEDIES OF YOU AGAINST JEPPESEN, EXPRESS OR IMPLIED, ARISING BY LAW, EQUITY OR OTHERWISE, WITH RESPECT TO THESE TERMS AND CONDITIONS, ANY OF THE INFORMATION YOU SUPPLIED, THE TRAINING PROGRAMS OR OTHER THINGS PROVIDED, AND ANY NONCONFORMANCE OR DEFECT IN THE DESIGN, ADEQUACY, ACCURACY, RELIABILITY, SAFETY, OR CONFORMANCE WITH GOVERNMENT STANDARDS OR REGULATIONS OF SUCH TRAINING PROGRAMS OR OTHER THINGS PROVIDED UNDER THESE TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO: (i) ANY IMPLIED WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, OR FITNESS; (ii) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE; (iii) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY ARISING IN STRICT LIABILITY OR IN TORT, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF JEPPESEN; AND (iv) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY FOR LOSS OF OR DAMAGE TO ANY PROPERTY OF CUSTOMER, INCLUDING WITHOUT LIMITATION ANY AIRCRAFT.**

- C. **EXCLUSION OF SPECIFIED LOSSES AND DAMAGES.** JEPPESEN WILL HAVE NO OBLIGATION OR LIABILITY WHATSOEVER, (i) WHETHER ARISING IN LAW, EQUITY, CONTRACT (INCLUDING BUT NOT LIMITED TO WARRANTY), TORT (INCLUDING BUT NOT LIMITED TO THE NEGLIGENCE OF JEPPESEN), STRICT LIABILITY, OR OTHERWISE AND (ii) WHETHER SUCH LOSSES OR DAMAGES ARE DIRECT OR INDIRECT, FOR: (i) LOSS OF USE, REVENUE, PROFIT, ANTICIPATED SAVINGS, BUSINESS VALUE, OPPORTUNITY OR GOODWILL; (ii) LOSS OR DAMAGES RESULTING FROM BUSINESS INTERRUPTION; (iii) LOSS OR DAMAGES RESULTING FROM DELAY IN PERFORMANCE AND COST OF SUBSTITUTE PROCUREMENT; (iv) LOSS OR DAMAGES RESULTING FROM REPRODUCTION OR RECOVERY OF DATA OR INFORMATION WHICH IS LOST IN WHOLE OR IN PART; OR (v) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THESE TERMS AND CONDITIONS.
- D. **YOU WILL INDEMNIFY JEPPESEN FROM ANY ACTION, SUIT OR PROCEEDING BASED UPON ANY ALLEGATION THAT YOU HAVE NOT BEEN PROPERLY OR ADEQUATELY TRAINED. JEPPESEN MAKES NO GUARANTEE FOR (I) PLACEMENT FOLLOWING TRAINING, (II) CREDIT TRANSFER, (III) ANY CERTIFICATION AND/OR (IV) ANY LICENSE ISSUANCE.**
- E. For purposes of this “No Warranty and Limitation of Liability” Section, the term “Jeppesen” means (i) Jeppesen, (ii) The Boeing Company, (iii) their respective parents, subsidiaries, and affiliates, (iv) the assignees of each, and (v) their respective directors, officers, contractors, licensors, subcontractors, employees and agents.
6. **Condition Precedent.** Your enrollment is conditioned upon the following: (i) sign and comply with Jeppesen’s, or its subcontractor’s, Code of Conduct prior to commencement of a Training Program; (ii) passing the screening acceptance program including, but not limited to, psychomotor/psychometric tests; (iii) visa issuance, as applicable; (iv) English ICAO Level 4 or equivalent; (v) passing the security background check; and (vi) passing the health examination.
7. **Export Compliance.** You are responsible for complying with any applicable export control restrictions, laws and regulations as may be modified from time to time, imposed by the governments of the U.S. and, if applicable, other countries. You will not attempt to, or knowingly export or re-export the Training Programs or any products using such Training Programs covered under these Terms and Conditions to any country, or national thereof, prohibited from obtaining such data, either directly or indirectly through Your affiliates or licensees.
- Screening for nationality is an express condition precedent to providing Training Programs and Jeppesen reserves the right to reject any student who is listed as a denied party or who is a national of an embargoed country. In addition to screening against the denied parties list, each student will be required to consent to inspection of passport and/or official government documents in order to verify citizenship and to ensure that no student is a national of a sanctioned or embargoed country. A student will be denied training and will be asked to leave the training session if the student (i) refuses to allow inspection of his/her passport or official documents or nationality cannot be verified from the documents offered; (ii) is identified on a denied parties list; (iii) has been found to have provided false or misleading information in an application; (iv) must be denied because of responses to the export questionnaire, if applicable; or (v) is a national of any country subject to sanctions, embargoes, and trade restrictions imposed by the United States, European Union, or United Nations.
8. **Force Majeure.** Jeppesen will not be responsible or liable for any failure to perform any Training Program due to unforeseen circumstances or to causes beyond its reasonable control, including but not limited to acts of God, war, riots, embargoes, acts of civil or military authorities, fires, floods, earthquakes, accidents, labor unrest, interruptions in the delivery of required services, failure of communications services, or shortage or failure of other critical materials or services for the duration of any such circumstances or cause.
9. **Complaints.** Complaints which cannot be resolved by direct negotiation between the student and the instructor or Jeppesen training center manager may be mailed directly to Boeing Digital Solutions, Inc., Attention: Manager Training Services, 55 Inverness Drive East, Englewood, Colorado, 80112.
10. **Governing Law.** These Terms and Conditions are governed by and construed in accordance with the laws of the State of Colorado, USA without recourse to choice of law statutes or principles that would otherwise result in the application of the law of any other jurisdiction to these Terms and Conditions, regardless of its place of execution or performance. The United Nations Convention on Contracts for the international sale of goods will not apply to these Terms and Conditions.



11. Photo Consent: You hereby consent to the unrestricted use of photographs of You, whether individual or class photos, taken by Jeppesen or any of its subsidiaries or affiliates during any Training Program for purposes of advertising, promotion, trade or art purposes. You hereby release Jeppesen from any and all liability for claims and/or demands arising out of Jeppesen's use of such photographs. If You do not consent to use of Your photos, please do not participate when Jeppesen is taking photographs, class or otherwise.