



CAE

# General terms and conditions

AFTERMARKET PARTS AND SERVICES

## Version History

Version date	Modified by	Modification
05-Aug-2023	Julie-Anne Archambault	Updated with new rates for 2024
06-May-2024	Jimmy Reymond et al	Consolidation of Terms and conditions for Aftermarket parts and services i.e. integrating FSR, Technical Training,
15-May-2024	Jimmy Reymond et al	Added Warranty matrix related to types of parts

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# **General terms of sale for Aftermarket Parts & Services**

**Last updated: 2024-05-06**

## **General Terms of Sale for Spare Parts and Repair Services**

**The following pages explain the CAE Customer Support general terms and conditions that solely apply to purchases of spare parts and parts repair services.** For the terms and conditions for any other service, please refer to the applicable section of the price list.

### **Delivery Terms and Risks**

All sales are made F.C.A. CAE's Plant (per INCOTERMS 2020). For clarification, all risk of loss passes upon delivery to your appointed carrier at CAE's Plant. Title to the hardware passes to customer upon delivery to the CAE Plant. However, the customer acknowledges that CAE maintains a security interest on any item until full and final payment, and the customer agrees to execute any document reasonably requested by CAE to recognize security interests in the items.

### **Taxes and Duties (Sales in Canada)**

In addition to the purchase price and shipping cost herein specified, the customer shall also pay all sales, consumption, value added, turn-over, use, excise or similar taxes including but not limited to the Federal Goods and Services Tax and/or Provincial Sales Tax, levied by any taxing authority in Canada having jurisdiction under any present or future law, whether now or hereafter in force and effect. Where applicable, should the customer be entitled to tax exemption, the customer shall provide to CAE, at the time the order is placed, its appropriate purchase exemption certificate(s) including sales tax license number(s) as required by the relevant federal or provincial legislation.

In the event that CAE is required to collect or pay any of the taxes enumerated in sub-paragraph above, then the amount of such taxes shall be added to the purchase price herein and the customer shall promptly pay such amount to CAE.

### **Taxes and Duties (Sales outside Canada)**

All sales, use, excise, consumption, value added, turn-over and other similar taxes or levies and customs charges levied or imposed by any level of government, outside Canada, shall be the sole responsibility of and shall be paid by the customer to the relevant government taxing authority in addition to the purchase price and shipping cost herein specified. In the event that CAE is required to pay or collect any of the aforementioned taxes and/or levies or any penalties or interest payments thereon, then the amount(s) thereof shall be added to the purchase price herein specified and the customer shall promptly pay such amount(s) to CAE.

### **Prices**

All prices contained in the price list are in US currency; taxes as applicable will be charged in addition to the prices. All prices are valid from March 29<sup>th</sup>, 2023 until March 31, 2024 provided the order is received by CAE prior to March 31, 2023 however, CAE reserves the right to correct pricing, terms and conditions or information errors at the time of order or by periodically issuing revision notices, which revision notices will be posted on the customer portal. Sale prices reflect the selling price of new items and the repair price reflects repairs on equipment not modified or severely damaged. Equipment received that has been modified or severely damaged may be repaired at a modified rate, as may be agreed upon with the customer.

The repair/exchange or overhaul cost for equipment not listed in the price list shall be based on the required material and labour. CAE will proceed to update revision levels without approval from the customer.

CAE shall deem an item beyond economical repair if the repair price would exceed 75% of the price of a new replacement. The customer shall be informed and work shall not be carried out without customer-specific written instructions. CAE has a minimum charge of \$500 USD for test and evaluation. Aircrafts on Ground ("**AOG**") are charged a fee of \$850 USD regardless of when the action is required. The cost of the exchange/repair and the cost for shipping are not included in the AOG fee. No installation work is included in the prices quoted.

Notwithstanding anything contained in these general terms and conditions, in the event a spare part is discontinued, CAE cannot guarantee the availability of said spare part, its price, or the turnaround time for delivery.

### **Specific Terms for D&S Customers Only (BER, Scrap, NFF)**

Beyond Economical Repair/Rework (BER): CAE shall deem an item "Beyond Economical Repair/Rework" ("**BER**") if the repair/rework price would exceed 75% of the price of a new replacement. CAE will offer a purchase rebate of \$1,000 USD, if the customer decides to purchase a new unit, of the same part number, within 30 days of the unit being declared BER. The rebate can only be applied once and for a quantity of 1 (one) unit.

Scrap: CAE shall deem an item "Scrap" if it is not possible to restore it to the working condition required to meet the Test Spec. CAE will offer a purchase rebate of \$750 USD, if the customer decides to purchase a new unit, of the same part number, within 30 days of the unit being declared Scrap. The rebate can only be applied once and for a quantity of 1 (one) unit.

"No Fault Found" (NFF): CAE shall deem an item "No Fault Found" ("**NFF**") if unit meets Test Spec and no fault is identified and/or reproduced.

There is no warranty included when the evaluation determines that the part is to be declared as BER, Scrap or NFF. There is a minimum charge of \$1,000.00 USD if the evaluation determines that the part sent for repair is BER, Scrap or NFF.

### **Turn Around Time (TAT)**

The delivery lead times of all items appearing in the price list are approximate and effective only after confirmation of an order by CAE. CAE shall not be in default nor shall it have any liability whatsoever in the event of any delay in the performance of any of its obligations due to force majeure. Force majeure includes, without limitation, acts of God or of public enemy, war, terrorism, armed aggression, civil disturbances, insurrection, riot, revolution; freight embargoes; fire, theft, explosion, earthquake, lightning, pandemic, flood or other major action of the elements or other catastrophe; energy shortages; legislation, any act, law, order, regulation, direction or request of any



governmental or other duly constituted authority, strike or other labour troubles, lack or shortage or delay in delivery of supplies, materials, accessories or equipment, or any other cause beyond CAE's practical control.

Should there be no advance exchange, the TAT for each repair or overhaul request shall not, subject to *force majeure*, or in the event of a discontinued spare part, exceed the acceptable time as defined below. Please note that the below TAT excludes aircraft and simulated parts.

- CAE circuit cards ..... 30 calendar days
- All other items ..... 90 calendar days
- **D&S Customers Only:** MAD equipment and aircraft parts: The turnaround time will be identified once the item is received and inspected by the OEM and/ or authorized repair facility.

Please note: All expediting requests may be subject to an expediting fee

### **Installment Shipments**

CAE reserves the right to make delivery in installments and all such installments shall be separately invoiced, and paid for within thirty (30) days of receipt of the invoice, without regard to subsequent delivery. Delay in delivery of any installment will not relieve the customer of its obligation to accept remaining deliveries.

### **Payment**

Invoices shall be submitted upon shipment of items and payment shall be made within thirty (30) days of receipt of such invoice. If the invoiced amount, or any part thereof, is not paid by customer when due, customer agrees to pay CAE interest, compounded monthly at the rate of eighteen percent (18%) per annum, from the time such amount becomes due until fully paid to CAE.

Notwithstanding the above, CAE reserves the right to ask for payment in advance, be it in full or in part, at its discretion.

### **Inspection and Acceptance**

The items shall conclusively be deemed to have been accepted by the customer unless the customer notifies CAE in writing of any discrepancies within ten (10) days of its receipt of the items. Thereafter, the customer's sole rights with respect to defects or discrepancies in the items shall be determined in accordance with the warranty provisions hereof.

### **Warranty**

CAE warrants that spare part and repair/exchange items supplied, exclusive of consumable and expendable materials such as but not limited to lamps, fluids, fuses, and projector CRT tubes, shall be free of defects in material and workmanship and conform to the manufacturer's specifications and description, for the period described below, provided that the item is stored, installed, used, operated and/or maintained by the customer in accordance with manufacturer's instructions and recommendations, on the training device/simulator, or other CAE-authorized use, and provided further that the item has not been modified by the customer:

Type	Definition	Delivery	Warranty period	Scope of warranty	Exceptions to warranty	Repair or replacement?
<b><u>NEW</u></b>	New	F.C.A. CAE's Plant	New spare: 12 months CAE printed circuit board: 6 months Other items: 3 months	Free of defects in material and workmanship  Conform to the manufacturer's specifications and description	Consumable and expendable materials, CAE will assign warranties obtained from its suppliers as possible	Yes, except discontinued, last time-buy and excess parts that are no longer under supplier warranty, FFF or credit
<b><u>USED</u></b>	Pre-owned products in good working condition	F.C.A. CAE's Plant or any other CAE location around the world where the parts are available	3 months	Free of defects in material and workmanship  Conform to the manufacturer's specifications and description	Esthetic of the product and its components	If possible, Yes, except discontinued, last time-buy and excess parts that are no longer under supplier warranty, FFF or credit
<b><u>REFURBISHED</u></b>	Pre-owned products that have been repaired, reconditioned and restored to a like-new condition by CAE or a third party	F.C.A. CAE's Plant or any other CAE location around the world where the parts are available	3 months	Free of defects in material and workmanship  Conform to the manufacturer's specifications and description	No exceptions for this type of part	If possible, Yes, except discontinued, last time-buy and excess parts that are no longer under supplier warranty, FFF or credit
<b><u>AS REMOVED</u></b>	Dismantled products from another device, have not been tested or refurbished	F.C.A. CAE's Plant or any other CAE location around	30 days	As per picture provided (could, could not provide picture)  Conform to the	Esthetic & functionality of the product and its components	No

Type	Definition	Delivery	Warranty period	Scope of warranty	Exceptions to warranty	Repair or replacement?
		the world where the parts are available		manufacturer's specifications and description related to components only		
<b><u>AS IS</u></b>	Take the part as is, has not been tested or refurbished	F.C.A. CAE's Plant or any other CAE location around the world where the parts are available	30 days	As per picture provided (could, could not provide picture)  Conform to the manufacturer's specifications and description related to components only	No warranty. As is	No

With respect to consumable and expendable materials, CAE will assign warranties obtained from its suppliers to the customer, to the extent that such warranties shall be assignable to the customer.

Subject to any applicable CAE warranty, with respect to last-time-buy, discontinued or excess inventory and that are no longer under supplier warranty (collectively "**Excluded Discontinued Parts**"), if CAE cannot offer customer to either replace or repair these Excluded Discontinued Parts, CAE will provide customer with an equivalent discount to a form fit function (also referred as FFF part) replacement or apply an equivalent credit.

CAE will provide the necessary parts and/or labor to repair or replace (at its option) any element of the spare parts or repair/exchange item so warranted in which, to CAE's reasonable satisfaction, a defect appears within the warranty period subject to prompt notice being given, and the items being shipped, carriage paid to CAE's place of business in St. Laurent, Quebec, Canada or to such other destination notified by CAE to customer. The repair/exchange items are returned by CAE, with carriage paid at customer's risk, should a defect under this warranty be established.

If the unit is exchanged, the customer must return the defective unit to CAE within the return period listed below. A daily extended use fee will be applied to the customer's invoice if the part claimed to be defective is not returned within the specified period.



## Return Policy and Extended Use Fee

	Return period	Return grace period	Daily extended use fee	Purchase of part
<b>Shipments inside/ outside domestic borders</b>	21 calendar days from date of receipt	5 calendar days	3% per day of exchange price if part not received by day 26*	<b>Advance exchange will be invoiced on day 43 at selling price of a new unit if part is not returned by day 42**</b>
<p><b>* If no exchange price exists at the time of the return for the part, the daily extended use fee is equal to \$90 USD per day.</b></p> <p><b>** Any advance exchange that is not returned within 42 calendar days may be considered purchased and invoiced at selling price of a new unit on day 43.</b></p>				

CAE will invoice the customer the full replacement cost of the unit if not returned within the specified time frame. Additionally, and for unused exchange returns, a restocking fee of \$500 USD will be applied to the customer's invoice.

The customer does not have the right to install any aircraft parts sold by CAE Customer Support on any other devices but that of the training device.

**There are no warranties, expressed, implied or statutory, and CAE expressly disclaims any warranties (including, without limitation, the warranties of merchantability and fitness for a particular purpose) other than the warranties specifically set out in this section (Warranty).**

**CAE shall not be liable under any circumstances for, and customer shall indemnify and hold CAE harmless from, any or all direct, indirect, special consequential or incidental damages whether immediate, non-immediate, foreseeable or unforeseeable, of whatever kind or nature whatsoever, even if CAE had been advised, knew or should have known of the possibility thereof, including but not limited to any loss, claim or damage, to property or persons (including, without limitation, any loss of use of the device upon which the spare part is installed, loss of life), any loss of revenue or profits, other commercial or economic loss of any kind, or any other costs or damages incurred by the customer or any third party howsoever caused or incurred for any reason whatsoever and this, to the fullest extent allowed by law. In the event CAE is condemned or ordered to pay any damages to customer, such damages award shall not exceed the lesser of (a) the direct damages actually incurred by customer and (b) the amount actually paid by customer for the item upon which damages are granted and customer hereby releases CAE of any liability whatsoever in excess of the limitation contained herein.**

## Shipping Address and Packing

All equipment for repair and overhaul shall be sent by the customer, with freight prepaid and packed



in accordance with good commercial practices, to the following address, unless otherwise notified by CAE:

**CAE INC.**

**c/o Receiving Dept.**

8585 Côte-de-  
Liesse Saint-  
Laurent Québec  
Canada H4T 1G6

CAE's special address label, the RMR number, measurement, gross weight, the lifting position, necessary warning notes and any given shipping marks must be visible on the surface of each package.

The customer shall state on the repair order, the shipping address after completion of the repair/overhaul of the item.

### **Customer's Obligations**

The customer acknowledges that spare parts and related documentation are proprietary and/or confidential to CAE and/or its suppliers whether or not any portion thereof is copyrighted, patented or trademarked or whether or not it bears any proprietary notices or markings, including without limitation any serial numbers, and in which case customer agrees that they shall never be removed. The customer agrees to keep confidential all information provided by CAE with the spare parts and/or repairs and solely provide same to its employees bound by confidential obligations and on a need-to-know basis.

The customer agrees not to copy, modify, reverse engineer or disassemble any spare parts, in whole or in part, nor to distribute, transfer, resell or give any spare parts, in whole or in part, to any other entity or person for profit or not, or otherwise use them in whole or in part, for any product or service that the customer would make available to a third party, on a commercial basis or otherwise.

The customer agrees to indemnify and hold CAE harmless from any claims whatsoever including damages and legal expenses arising from a modification made to the item by the customer, use of the item outside the scope for which it is provided, and breach of any of the conditions contained in these general terms and conditions.

The customer acknowledges that a breach of the above provision will cause irreparable harm to CAE and that CAE is entitled to seek injunctive proceedings to stop any further breach and/or to recover any spare parts affected by the breach, in any court of competent jurisdiction.

Upon request the customer agrees to allow CAE to audit any training device or other item on which the spare part(s) is/are installed as well as any of customer's facility to allow CAE to ensure that the customer complies with the terms in these general terms and conditions.

### **Cancellation of Spare Part Order**

The customer cannot cancel, in whole or in part, any purchase order, if the cancellation takes place two (2) days after receipt of such purchase order by CAE.

In the event that the cancellation occurs after this period of two days, CAE shall charge the customer a \$500 USD restocking fee, payable in accordance with the terms contained herein.

### **Laws**

These general terms and conditions and all orders of parts and repairs governed by these general terms and conditions shall be governed by, and construed in accordance with, the laws of the province of Ontario Canada, as if the order was placed or agreed for in Quebec, the parties expressly excluding the United Nations Convention on Contracts for the International Sale of Goods (1980) (Vienna Sales Convention). If any provision of these general terms and conditions is deemed invalid or unenforceable, the remainder of the general terms and conditions will remain valid and enforced to the fullest extent permitted by law.

## **Export Control**

All transactions / purchases (includes goods, training material, services, software, or any technical data) shall be preformed in compliance with all applicable export and sanctions-related laws, rules and regulations of Canada, the United States of America, and any other country applicable to, or having jurisdiction over the transactions / purchases.

Applicable laws, rules and regulations shall include, but are not limited to, those enacted by the Canadian Government (e.g., Export and Imports Permits Act, the Export Control List, the Area Control List, Special Economic Measures Act), the U.S. Government (e.g. the International Traffic in Arms Regulations (ITAR) 22 C.F.R. Parts 120 et seq., the Export Administration Regulations (EAR) 15 CFR Parts 730-774, the Foreign Assets Control Regulations (OFAC) 31 C.F.R. Parts 500-598, the European Union (e.g., controls on exports of dual-use items and technology implemented pursuant to Council Regulation (EC) No.428/2009), and any other applicable domestic or foreign government authorities (collectively, "**Trade Control Laws**").

The customer nor any parent, subsidiary or affiliate of customer warrants that it is not a designated person included on a prohibited party list maintained by the Foreign Affairs, Trade and Development Canada in virtue of Canada's Special Economic Measures Act and its regulations, or included on any of the restricted party lists maintained by the U.S. Government including the Specially Designated Nationals List administered by the U.S. Treasury Department's Office of Foreign Assets Control, Denied Parties List, Unverified List or Entity List maintained by the U.S. Commerce Department's Bureau of Industry and Security, or the List of Statutorily Debarred Parties maintained by the U.S. State Department's Directorate of Defense Trade Controls, or the consolidated list of asset freeze targets designated by the United Nations, by any member state of the European Union, the United Kingdom, or any other competent sanction authority (collectively "**Restricted Party Lists**").

Transactions / purchases may require authorisation in advance by an export license (such as Canadian Export Permit(s), export license(s) or any required approval(s) per applicable laws, rules and regulations affecting the goods, training material, services, software, or any technical data to be provided per the transaction / purchase, (collectively "**Export Control Approvals**").

Customer understands and agrees that the approval of the transaction / purchase is conditional upon and subject to the receipt of the Export Control Approval (when applicable). Customer shall provide within a reasonable delay any required signed documentation to support CAE's export license(s) application(s).

CAE will use its best efforts to obtain the required export license(s) in order to export the goods, training material, services, software, or any technical data with the collaboration if deems necessary of the customer. This transaction / purchase is not fully executed and approved until all export license(s) have been received. In the event that CAE determines that it cannot reasonably obtain



such permissions, it shall notify the customer of its inability to obtain such necessary export license(s), and the affected transaction/ purchase shall be declared null and void with no penalties.

The customer warrants that it is not located in a country subject to trade, financial, economic sanctions and/or embargoes, including countries which belong to Group E pursuant to the U.S. EAR Supplement No. 1 to Part 740 (Embargoed Country).

**The customer understands that the goods, training material, services, software, or any technical data acquired through this transaction is intended to be used for the benefit of the customer only. The customer hereby represents and warrants that the CAE goods, training material, services, software or any technical data acquired through this transaction will not be exported, reexported, transferred or retransferred, partially or complete, to any third parties (individual or company) without first obtaining CAE's authorization and regulatory approval when applicable.**

### **Customer's Purchase Order**

Any quotation and order acknowledgements made by CAE are deemed to incorporate these general terms and conditions by reference. If any quotation or order acknowledgement is construed as an offer, acceptance is expressly limited to the terms of such offer and constitutes notice of objection to any additional or different terms of customer's acceptance. By placement of orders or acceptance of the spare parts or repair services covered thereby, the customer has agreed to these general terms and conditions.

In the event that the customer submits its orders for spare parts or repair services through its standard purchase order or other instrument, such a purchase order or other instrument shall be deemed to have been issued for the customer's internal purposes only. The provisions of the present document shall be made a part hereof, and shall apply to and form part of any and all such purchase orders accepted by CAE, and all terms and conditions, other than the description of the item(s) ordered, whether printed, stamped, typed or written on the customer's purchase orders, on the customer's acknowledgement form or on the reverse side or attached thereto in any manner, shall be deemed to be inapplicable and shall have no force or effect.

# General Terms of Sale for Field Service Representatives

## · GENERAL TERMS & CONDITIONS

RE: FSR Services (on-site technical services) – Civil division flight training devices

### Interpretation

#### ○ Definitions

- **“Agreement”** means the Commercial Agreement, these GTC and any documents incorporated by reference therein.
- **“CAE Catalogue”** means the most current version of the CAE Civil Services Catalogue and Price List.
- **“Commercial Agreement”** means the written commercial agreement entered into between CAE and the Customer for providing the FSR Services, generally the Customer PO, the terms and conditions or the Equipment Purchase Agreement.
- **“Customer”** means the person or entity purchasing Services from CAE.
- **“Customer PO”** means the request from Customer for the Services as agreed and accepted by CAE in writing which must include: description of the Services, price, date, name and address of the Parties. All other terms and conditions found in such document, whether pre-printed, written or otherwise, shall be of no force or effect.
- **“Customer Portal”** means the internet enabled portal located at <http://CAExtranet.com> or such other internet link notified to Customer by CAE from time to time.
- **“Equipment”** means the equipment for which the Services are to be provided.
- **“Equipment Purchase Agreement”** means as applicable the Equipment purchase agreement (as it may have been amended), or an agreement for update of the Equipment, entered into between the Parties or, in the case of a used CAE manufactured simulator, the CAE license agreement entered between Customer and CAE, as applicable.
- **“Excusable delay”** means any cause, condition or event of any nature whatsoever which is beyond CAE’s practical control including, without limitation: force majeure, acts of God, war, acts of the public enemy, armed aggression, terrorism, civil disturbances, insurrection, riot, revolution, freight embargoes; fire, theft, explosion, earthquake, lightning, flood, or other major action of the elements, epidemic or quarantine restrictions, or other catastrophe; energy shortages; legislation, any act, law, order, regulation, direction or request of any governmental or other duly constituted authority; delay or failure of carriers, delay by Customer or its suppliers; strike or other labour troubles; lack or shortage or delay in delivery of supplies, materials, accessories or equipment.
- **“Field Service Representative” or “FSR”** means the personnel (one or more) assigned by CAE to provide the Services under the Agreement.
- **“GTC”** means these General Terms and Conditions.
- **“Party”** means CAE or Customer, individually, and **“Parties”** means CAE and Customer, collectively.
- **“Price”** has the meaning set forth in Clause 0 (Rates and Payments).
- **“RFT” or “Ready for Training”** refers to the earlier of the date Customer starts using the Equipment for training or the execution of the Site Acceptance Certificate of the Equipment Purchase Agreement, if any.
- **“Services”** means the engineering or technical assistance services, including Software provided by CAE, as more fully described in the Agreement.
- **“Software”** means any software, operating systems, compilers, utilities and other programs and associated documentation and/or information provided by CAE as part of the Services.
- **“Term”** has the meaning set forth in Clause 0.

**General terms and conditions application**

- These GTC apply to the sale or supply of FSR Services from CAE to Customer under a Commercial Agreement.

**Conduct of the Services**

- FSR Schedule
  - Unless otherwise specified in the Agreement, the FSR's work schedule shall be forty (40) hours per week. However, the FSR's work schedule shall not be more stringent than that of Customer's own personnel. For clarity, the Price does not include overtime work.
  - CAE may assign to Customer one or more FSR to provide the Services during the Term of the Agreement.
  - CAE agrees not to provide FSR Services on statutory holidays observed by Customer at the location where the Services are being performed, and which are communicated by Customer to CAE in writing prior to the beginning of the Services.
  - CAE may allow, with the consent of Customer (not be unreasonably withheld or delayed), the FSR to take statutory holidays observed in FSR's home country (if they differ from those of the location where the Services are being performed).
  - After three months of the FSR being away from their home country in connection with their performance of the Services (be it at Customer's facility or otherwise), the Customer acknowledge that the FSR may take home leave and/or vacation. In such case, the conditions of the leave will be further agreed between the Parties.
  - The FSR are entitled to take vacation in accordance with its employment contract with CAE. CAE will seek to arrange the FSR's vacation schedule so that it minimally conflicts with the performance of the Services.
  - CAE will arrange to replace an FSR if absence for sickness of such FSR is excessive.
  - CAE will provide additional days of Service to Customer to make up for the missed days solely for those days that FSR is not performing Services for the reasons described in Sections •o□ to •o□ inclusive.
- Reports to Customer
  - Customer may request that the FSR periodically provide a report to Customer detailing the nature of the Services performed, the time spent on each Service, the results achieved and any other particulars that may be reasonably requested.

**Customer obligations**

- Supply and License of Tools and Materials
  - Customer shall at no charge to CAE:
- provide CAE with, and license as applicable, any software, drawings, data or other information which are necessary for CAE to perform the Services; and



- provide CAE with the tools, materials, services, electrical supplies which are necessary for CAE to perform the Services.
  - Customer shall be responsible for the prompt correction or replacement of any furnished items at no charge to CAE should any such items be found to be defective, inaccurate, insufficient or incomplete in any way, unless caused by CAE's willful misconduct or gross negligence. CAE shall be reimbursed for and held harmless against all costs (including labour) associated with or related to the defective, inaccurate, insufficient or incomplete items and/or entitled to recover schedule, if applicable. Customer is at all times expressly liable for the risk of loss of or damage to any such items.
  - Customer shall further provide at no charge to CAE:
- prior to the commencement of the Services, a copy of any policies or regulations applicable at the location where Services are performed;
- suitable and convenient storage areas exclusively reserved for any tools and materials used by the FSR to perform the Services;
- suitable office space including access to internet services;
- access to the Equipment on a twenty-four (24) hour per day basis, unless otherwise stated in the Agreement;
- the provision of personnel that are required for the FSR to perform the Services, including non-technical support tasks, if required;
- janitorial services; cleaning and sweeping, garbage removal, and general maintenance of the office space for the FSR. CAE will identify and communicate to those responsible for such services any need to accomplish any specific service if required;
- car parking accommodations for FSR, if applicable; and
- adequate security services for the FSR while at Customer's facility.
  - Health and Safety Measures
    - Customer agrees to inform the CAE main point of contact (identified in Clause 0), within a reasonable time prior to the departure of the FSR to the location where Services are to be performed, of any specific risk or hazard at that location. More specifically, Customer shall notify CAE of any health situations which may impact the Agreement, including but not limited to epidemics and shall advise CAE of applicable regulations and requirements, including quarantine measures and Customer's site protocols. In the event such regulations are in place while the Services are being performed, Customer shall support CAE in ensuring that the FSR is provided with access to basic necessities such as food and lodging.
  - Visa Assistance
    - If required, Customer agrees to assist CAE in obtaining the relevant documentation, including visas and work permits, required by Customer's country's laws and regulations for the FSR, as applicable, to access the country and Customer's premises for the timely performance of the Services.

## **Rates and Payments**

- Unless the provision of FSR Services is included in the price in the Equipment Purchase Agreement, Customer agrees to pay for the Services labour rates and travel and living expenses for the FSR as specified by CAE (the “**Price**”), plus any applicable taxes and duties specified in the agreement.
- The Price does not include the sale of parts and materials. The sale of any parts or materials by CAE as may be needed to perform the Services shall be concluded through a separate PO subject to the GTC for Spare Parts and Repair Services referenced in the most current version of the CAE Catalogue.
- Any Software provided as part of the Services. shall be provided solely in object code, on a personal and non-exclusive basis, and otherwise governed by the license terms of the Equipment Purchase Agreement.
- When payment must be made for FSR Services, it has to be done within thirty (30) days of the date of CAE’s invoice and to the account indicated on the invoice. CAE reserves the right to apply interest, compounded monthly at the rate of 1% per month (12.68% per annum) from the time such amount becomes due until fully paid to CAE. If one or more payments are delayed for thirty (30) days or more, or in the event of an insolvency event as indicated in Clause •o, CAE may at its option, without prejudice to its other remedies, terminate all or any or part of the Services, and request advance payment for any further part of the Services which remain to be performed. In such case of termination, CAE shall be entitled to reimbursement for all actual costs (including labour and return of the FSR to its home country) which shall be properly allottable or apportionable to the performance of the Services terminated under recognized accounting practices plus a profit which shall be computed at a rate of ten (10%) percent of the said actual cost.
- Customer acknowledges that CAE reserves the right to change the CAE Catalogue from time to time, without notice to Customer, but such changes shall not apply retroactively.

#### **Compliance with laws**

- Each Party shall comply with applicable laws, rules, policies, and regulations in force at the location where the Services are performed, including applicable export and re-export control laws. Customer acknowledges that the Services provided may contain technology and software that were exported from the United States and other countries in accordance with their respective export control regulations. Any use, transfer, or export contrary to U.S. law and/or any other applicable law is prohibited.
- Export control laws and regulations include, but are not limited to, the requirements of the Export Administration Act, 50 U.S.C. app. 2401-2420, the Export Administration Regulations, 15 C.F.R. 730-774 and the Foreign Assets Control Regulations (OFAC), 31 C.F.R. 500-598.
- Any hardware or software provided by CAE to Customer as part of the Services is subject to the same transfer and re-transfer restrictions as the Equipment (as described in the Equipment Purchase Agreement) and, for greater clarity, cannot be transferred or further provided ( directly or indirectly), in whole or in part to any sanctioned individual, company or country listed on the US Department of Treasury lists of Specially Designated Nationals, Specially Designated Terrorists, and Specially Designated Narcotic Traffickers, or listed on the United States Department of Commerce Entities List, Table of Denial Orders, Denied Parties List. Each Party shall immediately notify the other Party if it, or if any entity in its corporate group, is or



becomes, listed on any U.S., or other government list of restricted or prohibited persons, or if such first Party's export/import privileges are otherwise denied, suspended or revoked in whole or in part by any government entity or agency.

#### **Project Management**

- Customer shall notify CAE in writing promptly and no later than five (5) days before the commencement of the FSR Services, of the individual appointed as the main point of contact for CAE for all matters arising out of the provision of the Services. Customer shall provide ten (10) days written notice to CAE of any change in the individual so appointed.
- CAE shall likewise notify Customer of the main CAE point of contact for Customer.
- The start date and duration of the FSR Services shall be as indicated in the Agreement.

#### **Inspection/Program Reviews**

- CAE and its authorized representatives shall have the right to visit, during regular working hours, Customer's premises to oversee the Services and the performance of Customer's obligations in connection with the Services.
- Customer is welcome to provide CAE, from time to time, with comments, suggestions, data, information or feedback and encouraged to complete a survey at the end of the Services ("**Feedback**") on the performance of the Services or any other aspects related to the activities under this Agreement. Customer acknowledges and agrees that the Feedback may be freely used by CAE, at its sole discretion, for the design, development, improvement, marketing and commercialization of its products and services, without any restrictions based on confidentiality or intellectual property rights.

#### **Excusable delay**

- CAE shall not be in breach or in default of any of its obligations nor shall it have any liability whatsoever in the event of any delay in the performance of any of its obligations due wholly or in part to an Excusable Delay. The delivery or performance schedule of the Services shall be extended for such period as is reasonable, having regard to all the circumstances, and as a minimum by the number of days equivalent to the days lost by reason of the Excusable Delay event.
- In the event an Excusable Delay event exceeds thirty (30) days, CAE may, by giving written notice to Customer, terminate the Services at no cost to CAE. Customer shall be responsible for payment of all Services provided prior to the Excusable Delay event.
- Notwithstanding anything contained in the Agreement, in the event that CAE determines, in its sole discretion, that there is a likelihood or possibility that the FSR(s)'s health, welfare or safety is affected, Customer undertakes to use its best efforts to ensure the safe exit of the FSR(s) (including members of his/her family in the case of long term performance) and their safe return to the FSR's home country, CAE's place of business in Montreal or as otherwise indicated in writing by CAE. Such an event shall be deemed an Excusable Delay within this Clause 0.

#### **Warranty**

- The FSR shall perform the Services as per the terms of these GTC using the standards of care, skill and diligence normally provided in the industry for services similar to that contemplated hereunder.

- ASIDE FROM ARTICLE 10, CAE EXCLUDES ALL WARRANTIES, EXPRESSED, IMPLIED OR STATUTORY, AND CAE EXPRESSLY DISCLAIMS ANY WARRANTIES (INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE).
- For clarity, the provision of the Services by CAE does not extend any warranty on the Equipment or Software provided under the Equipment Purchase Agreement, where applicable.

#### **Limitation Of Liability**

- CAE'S LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE PROVISION OF SERVICES SHALL BE LIMITED TO ACTUAL DIRECT DAMAGES. FURTHER CAE SHALL IN NO CIRCUMSTANCES BE LIABLE FOR MORE THAN: THE PRICE OF THE SERVICES NOT TO EXCEED THE AMOUNTS ACTUALLY RECEIVED BY CAE FOR THE SERVICES PERFORMED IN THE LAST MONTH PRECEDING THE CLAIM IF THE SERVICES WERE PROVIDED UNDER AN EQUIPMENT PURCHASE AGREEMENT, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE EQUIPMENT PURCHASE AGREEMENT CAE'S LIABILITY SHALL BE LIMITED TO THE SERVICES SO PERFORMED IN THE LAST MONTH PRECEDING THE CLAIM AT THE VALUE OF THE SERVICES RATE SPECIFIED IN THE CAE CATALOGUE.

#### **Insurance**

- Each party will carry insurance in accordance with applicable legislation and industry standards, including, without limitation, workman's compensation or Employers Liability Insurance as required by law regulating its workforce, with respect to its own employees.
- The employees of Customer and CAE will remain employees of their respective companies for all purposes related to this Agreement. To the maximum extent allowed by law, each Party shall remain responsible for any damage whatsoever suffered by its own employees.

#### **Indemnification**

- Customer will indemnify and hold CAE, its affiliates, officers, agents, employees and representatives harmless from any and all loss, damage (including direct damage to the Equipment), liability, cost or expense which may be suffered or incurred by CAE, its affiliates or their officers, agents, employees or representatives, arising out of the activities carried out or the furnishing of parts, materials, resources and services by the Customer under the Agreement, unless caused solely by the fault or negligence of CAE, its affiliates, officers, agents, employees or representatives.

#### **Confidentiality**

- Both Parties, their agents, representatives or advisors will treat as confidential the Agreement and shall not at any time unless required by law or if specifically allowed under these GTC disclose the Agreement or any part thereof to any other person or body without the consent of the other Party. Furthermore, each Party shall protect the confidentiality of all information in whatever form provided by the other Party, or to which the receiving Party obtains access by virtue of its performance under the Agreement, that either has been identified as confidential or proprietary by the disclosing Party or by its nature warrants confidential treatment. The receiving Party shall use such information only for the purposes of the Services and shall not disclose it to anyone except its employees, consultants, advisors, and for CAE its

subcontractors or assignees, who have a need to know the information, are informed of the confidential nature of same, and who are bound by confidentiality undertakings as stringent as those contained herein. These confidentiality obligations shall not apply to information that is or becomes public through no breach of the Agreement, is received from a third party free to disclose it, is independently developed by the receiving party or is required by law to be disclosed. Confidential information shall be returned to the disclosing Party or destroyed upon its request.

#### **Term and Termination**

- The Term of this Agreement shall be the earlier of i) CAE's completion of the Services; or ii) termination of the Agreement in accordance with this Clause 0, or pursuant to Clause 0.
- Where Customer ceases, omits, refuses to perform or is in default in carrying out any of its obligations under the Agreement other than the payment of the price governed by Clause 0, CAE may, upon giving written notice to Customer, terminate the Services, at the expiration of a cure period specified in the notice, if Customer has not cured the default within that cure period to the satisfaction of CAE.
- Other than Services provided under an Equipment Purchase Agreement, Customer shall only have the right to cancel the Services in accordance with the terms and conditions and the cancellation fees specified.

#### **CANCELLATION FEE:**

- CAE activity start date in over 2 weeks = 25% of the total amount.
- CAE activity start date withing 2 weeks = 50% of the total amount
- CAE activity started or instructor on site = 100% of the total amount.
- If the supply of Services is performed pursuant to the Equipment Purchase Agreement, then there shall be no reimbursement of any fees of Purchase Price (as such term is used in the Equipment Purchase Agreement). For clarity, cancellation of the Services shall not otherwise terminate any other part of the Equipment Purchase Agreement.
- Where Customer becomes bankrupt or insolvent, ceases to conduct business, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or where a receiver is appointed under a debt instrument or a receiving order is made against Customer, or an order is made or a resolution passed for the winding up of Customer, CAE may, upon giving notice to Customer, immediately terminate the whole or any part of the Agreement and/or suspend the Services until payments are received in advance.
- Upon the termination by CAE of the Services, or any part thereof, Customer shall be liable to CAE for the payment pertaining to any Services performed up to termination and for all costs, losses and damages which may be suffered by CAE by reason of the termination, the default or occurrence upon which the notice was based. For clarity, termination of the Services shall not otherwise terminate any other part of the Equipment Purchase Agreement.

#### **Non-Solicitation of employees or representatives**

- During the provision of the Services hereunder and for a period of one year thereafter, Customer agrees not to solicit or hire or allow its affiliates or related parties, to solicit or hire the FSR or any other employee or representative of CAE, or a subsidiary or a company related to or affiliated with CAE, who was directly involved in the provision

of the Services, provided however that such solicitation may be made by way of general solicitation to the public at large.

### **Governing Law**

- The Agreement is governed by and interpreted in accordance with the internal laws of the Province of Ontario, and any applicable Federal laws of Canada, the Parties expressly excluding the United Nations Convention on Contracts for the International Sale of Goods (1980) (Vienna Sales Convention).

### **Arbitration**

- Any dispute arising out of or relating to the Agreement shall be submitted for discussion and settlement to a committee consisting of a representative of CAE and a representative of Customer, at level higher than the individuals in charge of managing the matter in dispute. If no settlement is reached within fifteen (15) days after the matter is submitted to these individuals, then the dispute shall be referred to a committee composed of one senior executive of each Party. If such committee fails to reach a settlement within thirty (30) days after the matter was submitted to them, then the dispute shall be finally settled by the arbitration process as stipulated in the Equipment Purchase Agreement.

### **Notices**

- No notice or communication pertaining to this Agreement shall be deemed to have been duly given by the Parties unless addressed as follows or to such other place or persons as the Parties may respectively designate in writing to the other party.
  - Notices to CAE: to the attention of CS&T, Customer Service Group, 8585 Côte de Liesse, Saint-Laurent, Quebec, Canada H4T 1G6. Email: [pds-services@cae.com](mailto:pds-services@cae.com).
  - Notices to Customer: same address where CAE sends the invoices.
- Notices shall have been received by the addressee on the day on which it is delivered, if by hand, on the day on which it has been signed as received, if by courier and upon electronic acknowledgement, if sent by email, the next business day in the recipient's country, following the date it was received by the recipient or, if an out-of-office/non-deliverable reply is received, it must be given by hand/courier and shall be deemed received when the hand/courier notice is deemed received under this section. However, regardless of the means of delivery, a notice received on a non-working day or after business hours in the place of receipt will only be deemed to be given on the next working day.

### **Miscellaneous**

- Relationship: CAE is engaged as an independent contractor and nothing herein contained shall be construed as creating any other relationship with Customer, nor shall it be construed as creating any relationship between CAE and Customer's employees. CAE has sole authority and responsibility to hire, fire and otherwise control its employees or representatives.
- Further Assurance: Upon and at any time after the Term of this Agreement, Customer shall at the request of CAE do and execute or procure to be done and executed all such acts, deeds, documents and things as may in the opinion of CAE, acting reasonably, be requisite or desirable to give effect to this Agreement or implement fully any of its terms and conditions.
- Interpretation: The division of these GTC into Clauses, Articles, sections, subsections

and other subdivisions and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation of the GTC.

- Survival: No termination of the Agreement shall affect the rights or obligations of any party hereto pursuant to Clauses 0 (Limit of Liability), 0 (Indemnification), 0 (Confidentiality), 0 (Termination), 0 (Non-Solicitation of employees and representatives), 0 (Governing Law), 0 (Arbitration) respectively; or pursuant to any other provisions that, by their nature and context, are intended to survive the termination of the Agreement.
- Changes: No change or amendment to the Agreement shall be valid or binding unless agreed in writing by authorized representatives of both Customer and CAE.
- Waiver: Failure or delay by either Party in insisting upon or enforcing any provisions of the Agreement or applicable law, shall not be construed as a waiver of any such provisions under the Agreement nor in any way affect the validity of the Agreement or any part thereof, or the right of a party thereafter to enforce such provision or law. Except as expressly and affirmatively disclaimed in writing in the Agreement, the rights and remedies set forth herein are cumulative and in addition to any other rights or remedies provided by law or in equity. No waiver shall be valid, binding or affect the rights of the Parties unless it is made in writing by the authorised representative of the Party purporting to give same. The waiver by a Party of a breach of any term or condition of the Agreement shall not prevent the enforcement of that term or condition by that Party in the case of a subsequent breach and shall not be deemed or construed a waiver of any subsequent breach.
- Severability: If any term or provision of the Agreement, or part thereof, is declared to be invalid, illegal or unenforceable, such provision, or part thereof shall be severed from the Agreement and all other terms and provisions of the Agreement shall remain in full force and effect.
- Assignment/Subcontracting: Customer acknowledges that CAE may, without Customer's consent, subcontract or assign the Agreement and any part of the Services. Customer cannot assign this Agreement without the prior written consent of CAE. For the purposes hereof, a change of control of Customer is deemed an assignment.
- Entire Agreement: The Agreement, together with all change orders, attachments, exhibits, supplements, specifications, schedules and other terms referenced in or attached to the Agreement constitute the entire agreement between the Parties with respect to the subject matter thereof (the Services) and supersedes all previous negotiations, communications and other agreements, whether written or oral, relating to the Services. For clarity, where Agreement means the Equipment Purchase Agreement these GTC do not affect or supersede the Equipment Purchase Agreement.
- Language: The Parties have expressly requested that the Agreement and any ancillary documents be drawn up in the English language.

• End of GTC



# General Terms of Sale for Technical Training

## FFS MAINTENANCE TRAINING

### Terms and Conditions

- For the purposes of the training described in the Specifications or the Associated Items, if any, (the “**Courses**”), the following terms have the meanings set out below:
  - “**Information**” shall mean information of a technical, scientific or commercial nature including, without limitation, all data, specifications, documents, texts, photographs, computer programmes, programming materials, technology, trade secrets, know-how, inventions, concepts, processes, methodologies, flow charts, samples, didactical material and courseware and all related technical information, whether or not acquired through the Courses, visits at CAE or discussions with CAE’s personnel or agents and whether or not covered by intellectual property rights, which is in the possession of or belonging to CAE, excluding however information which a) at the time of disclosure is readily available to the public through no fault of the Trainee or of the Purchaser; b) the Purchaser can establish, by documented and competent evidence, was in its possession prior to the date of disclosure of such Information by CAE; c) was received by the Purchaser in good faith, on a non-confidential basis and without a use restriction from a third party who lawfully obtained and disclosed such Information; or d) is required to be disclosed by law.
  - “**Personal Data**” means data which relates to an individual who can be identified from that data, or from such data and other information which is in the possession of, or is likely to come into the possession of, Purchaser or CAE. More particularly, for the purposes of this Agreement, the Personal Data shall consist of the items specified in this Exhibit.
  - “**Process(ing)**” means collecting, using, administering, recording, sharing/transferring, analysing and storing Personal Data.
  - “**Regulations**” means all applicable laws concerning the protection of Personal Data including, if applicable, the EU General Data Protection Regulation, (EU) 2016/679 of 27 April 2016 (GDPR) and any relevant national legislation of EU Member States implementing the GDPR as well.
  - “**Trainees**” means representatives and personnel sent for training pursuant to the Agreement.
- Purchaser and Trainee Acknowledgements: Purchaser acknowledges, and will ensure that its Trainees acknowledge and agree:
  - that all rights, title and interest in and to the Information, which is conveyed to the Trainee or to which they are given access by CAE (whether orally, in writing or by observation) is proprietary and confidential to CAE;
  - that CAE may assign to the Trainee a username and/or password on a personal and confidential basis, and this solely for the purposes of the Courses. The Trainee will not allow anyone to use this username and/or password;
  - that any unauthorized disclosure or use of the Information by a Trainee may give rise to the termination by CAE of the training for that Trainee, as well as revocation of any certificate or other acknowledgement issued to such Trainee in respect of completed trainings;

- to keep confidential CAE's rights, title and interest in the Information, the Trainees shall: a) not disclose the Information to anyone (other than Purchaser's personnel with a need to know and bound by confidentiality undertakings); b) not copy, in whole or in part, the Information (including the support thereto) for any purpose; c) not network the Information; d) not reverse engineer, decompose or disassemble any software comprised in the Information; e) take all reasonable precautions to prevent third parties from accessing the Information in any way; and f) not use the Information in any manner except as reasonably required for the Courses and, more specifically, not use the Information to develop and otherwise produce and reproduce adaptations, enhancements, modifications, derivative works and improvements of the Information, or works containing functionality similar to the Information; and to promptly notify CAE of any unauthorized disclosure, use or possession of the Information, or username/password that comes to their attention;
- THE INFORMATION IS PROVIDED ON AN "AS IS" BASIS;
- that being provided with valuable Information and particularly know-how while being trained by CAE, Purchaser and Trainee acknowledge that it is legitimate for CAE to request, as a minimum protection to safeguard CAE's business interests, that Purchaser and Trainee not disclose or use the knowledge gained from the training or Information to compete anywhere in the world (directly or indirectly in any capacity whatsoever) with CAE and its affiliate's activities, and this while receiving the training and for a period of twenty-four (24) months thereafter, and they agree that they will not do so.
- **CANCELLATION FEE:**
  - CAE activity start date in over 2 weeks = 25% of the total amount.
  - CAE activity start date withing 2 weeks = 50% of the total amount
  - CAE activity started or instructor on site = 100% of the total amount.
- Processing of Personal Data: All Personal Data provided by Trainees to CAE or obtained by CAE for the Courses, is strictly confidential and may not be copied, disclosed or Processed other than in relation to the delivery of the Courses. CAE shall ensure that all persons authorized to Process Personal Data are bound, or are subject to appropriate confidentiality obligations.
- Type of data. The following data categories will be Processed by CAE: name, title, academic grade, gender, commercial or business address, private address, place of birth, telephone number, email address, passport / ID number, passport / ID copy, contract data, and vehicle license plate.
- Protective Measures: During the period when the Courses are provided and as long as it is legally allowed to retain the Personal Data, CAE shall implement appropriate technical and organisational measures in accordance with the requirements of the Regulations and take all technical and organizational measures reasonably necessary to protect the Personal Data against unauthorised or unlawful Processing and against accidental loss, destruction, damage, alteration or disclosure. CAE ensures that these measures provide a level of security appropriate to the risks presented by the Processing and the nature of the Personal Data to be protected, having regard to applicable industry standards. CAE has implemented the appropriate measures to:
  - prevent unauthorized persons from gaining access to the Personal Data and/or its data Processing media/systems that may contain the Personal Data;
  - that authorized persons who have access to its data Processing media/systems only use the Personal Data in relation to the Courses and then only during such time as they are personally involved therein;

- that the Personal Data is not in any way used, manipulated, distributed,
- copied or Processed for any other purpose than indicated in this Appendix;
- that it is possible to check and establish whether and by whom the Personal Data has been accessed and Processed; and
- avoid that Personal Data be kept on any laptop or other removable drive or device unless that device is protected by passwords and/or by being fully encrypted. If applicable, CAE will keep an audit trail of which laptops/drives/devices the Personal Data are Processed on.
- Additional Covenants: CAE agrees and warrants that the Processing of the Personal Data will be carried out in accordance with the relevant provisions of the Regulations and that it shall not perform its obligations in such a manner as to cause a breach of the Regulations. Where specific industry regulations apply relevant to the implementation of the Agreement, CAE shall ensure that the Processing of Personal Data complies with such regulations unless this will imply an infringement of the Regulations, in which case CAE will promptly inform the Purchaser thereof.
- CAE agrees to comply with any reasonable measures required by CAE to ensure that its obligations under this Agreement are satisfactorily performed in accordance with all applicable legislation from time to time in force and any best practice guidance issued by the competent authority. Under this Agreement, CAE agrees that it shall:
  - generally provide Purchaser with such cooperation and assistance (including access to its facilities where and when relevant) as Purchaser may reasonably request, particularly to comply with Purchaser's own obligations (i) with regard the rights of data subjects, being the individual whose Personal Data is being processed, or (ii) towards the relevant authority that supervises the applicable data protection legislation (the "**Regulator**");
  - support Purchaser in its obligations to provide information about the Processing of Personal Data to a data subject;
  - assist Purchaser in complying with its obligations relating to security and privacy impact assessment (PIAs);
  - if so required under the Regulations, appoint a duly qualified data protection officer;
  - provide Purchaser with all information necessary to demonstrate compliance with CAE-related obligations under the Regulations and allow for, and contribute to, audits and inspections by CAE, its mandated auditor or the Regulator with respect to matters concerning the Processing of Personal Data and/or this Agreement;
  - transfer all Personal Data to Purchaser at its request in the formats as required by Purchaser and to the extent that CAE is authorised to keep originals or copies of the Personal Data, return or delete the Personal Data when the Agreement terminates or at Purchaser's request, unless legislation applicable to CAE prevents it from returning or destroying all or part of the Personal Data. In that case, CAE warrants that it will guarantee the confidentiality of the Personal Data withheld and will cease actively Processing the Personal Data;
  - not subcontract any Processing of Personal Data to a third party without the prior written consent of Purchaser;
  - not to share with or transfer Personal Data to any third party without Purchaser's prior written consent;



- upon instruction by Purchaser correct, rectify, erase or block the Personal Data. Any request from a data subject directly to CAE in this connection, shall be directed to Purchaser; and
- keep records of its Processing activities including the details of the actual processor, the categories of Processing activities performed, any cross-border transfers (if so permitted by Purchaser) and a general description of the measures taken pursuant to Section 5 hereof.
- Information Obligations. If CAE foresees that it cannot comply with its obligations as set out in this Section 6 for whatever reasons, it shall promptly inform Purchaser of its inability to comply, in which case Purchaser is entitled to suspend the attendance of its Trainees to the Courses with immediate effect. If CAE believes that Purchaser's instructions regarding the Processing of Personal Data conflict with the requirements of the Regulations, it will immediately inform Purchaser thereof.
- CAE will promptly (but in any way not later than 48 hours after detection) notify Purchaser of any accidental, unauthorised access, or other event that constitutes a Personal Data breach. In addition, CAE will notify Purchaser immediately of any monitoring, audit, investigation or inspection activities and measures (announced to be) undertaken by the Regulator, unless such notification is specifically prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation.
- CAE will notify Purchaser within two working days if it receives:
- a request from a data subject to have access to that person's Personal Data; or
- a complaint or request relating to Processing obligations under the Regulations; and provide Purchaser with full co-operation and assistance in relation to any complaint or request made, including by:
  - providing Purchaser with full details of the complaint or request;
  - complying with a data access request within the relevant timescale set out in the Regulations and in accordance with Purchaser's instructions; and
  - providing Purchaser with any Personal Data it holds in relation to a data subject within the timescales reasonably required by Purchaser.

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**// End of Terms of Sale**