

Standard Conditions of Sale (Express Readout)

Unless otherwise agreed in writing, the following Standard Conditions of Sale for the supply of the goods and services as further detailed in the Specification (Appendix) shall apply to any Buyer's Order accepted by Acron Aviation through its Commercial Aviation Sector (hereinafter "Acron Aviation"). The contract shall be formed when Buyer's Order is accepted by Acron Aviation.

1. Prices.

- a. Unless otherwise stated in any Schedule attached hereto or proposal accepted by the Buyer in writing the Price for the Services shall be based on Acron Aviation' Catalogue pricing in effect at the date of acceptance of the Buyer's Order but may be subject to change if Buyer requests changes or additional services, including requests for services to be expedited.
- b. Prices are exclusive of all taxes, which for the purpose of these terms includes all VAT, taxes, assessments, import duties or other charges imposed by any government except for taxes based on Acron Aviation' net income, all of which shall be paid directly by Buyer. If for any reason Acron Aviation is required to pay taxes on behalf of the Buyer, the Buyer shall reimburse Acron Aviation on demand for any taxes which Acron Aviation pays.

2. Acceptance of buyer's order.

- a. Acron Aviation' acceptance of Buyer's Order is expressly made conditional on Buyer's acceptance of these Standard Conditions of Sale, which are in lieu of any additional or different terms contained in Buyer's Order or other document of communication pertaining to Buyer's Order. Buyer's assent to the terms and conditions contained herein shall be conclusively presumed from Buyer's acceptance of all or any part of the Services or from any payment, whether in full or partial settlement of monies owed, by Buyer.

- b. For the avoidance of doubt, no services shall be commenced until Acron Aviation has received an Order in writing, any payments to be made in advance and/or any relevant data as detailed in the Specification.

3. Order, terms of payment & confirmation.

- a. Orders are subject to Acron Aviation's written confirmation.
- b. Payment terms are net fifteen (15) calendar days from the date of the invoice on approved credit, with no discount for earlier payment.
- c. Acron Aviation may charge interest on any overdue amounts at the annual rate of Bank of England base rate plus five percent (5%), which interest will begin to accrue thirty (30) days after the invoice date and will continue to accrue until the day prior to the receipt of payment, inclusive.

4. Delivery, acceptance and risk of loss.

- a. Acceptance shall occur when the Buyer is notified that service outputs are available.
- b. Buyer agrees to make inspection of the service outputs delivered hereunder immediately upon receipt of notification.

5. Warranty.

- a. Acron Aviation warrants that the services shall be delivered with due care and diligence by duly qualified employees.
- b. The foregoing warranties are exclusive and in lieu of all other warranties, whether oral, written, expressed, implied or statutory. NO IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY.

6. Limitations of liability.

- a. THE TOTAL LIABILITY OF Acron Aviation, INCLUDING ITS SUBCONTRACTORS OR SUPPLIERS, ON ANY AND ALL CLAIMS WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR INTELLECTUAL PROPERTY INFRINGEMENT) OR OTHERWISE, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THE PERFORMANCE OR NON-PERFORMANCE OF ANY AGREEMENT RESULTING HEREFROM OR FROM THE FURNISHING OF THE GOODS AND/OR SERVICE, SHALL NOT EXCEED THE PRICE OF THE GOODS AND/OR SERVICE WHICH GIVES RISE TO THE CLAIM. EXCEPT AS TO TITLE ANY SUCH LIABILITY SHALL TERMINATE UPON THE EXPIRATION OF ANY APPLICABLE WARRANTY PERIOD SPECIFIED IN THE ARTICLE ENTITLED "WARRANTY".
- b. IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR INTELLECTUAL PROPERTY INFRINGEMENT) OR OTHERWISE, SHALL Acron Aviation, OR ITS SUBCONTRACTORS OR SUPPLIERS, BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT OR REVENUES, LOSS OF USE OF THE EQUIPMENT OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE GOODS, FACILITIES, SERVICES OR REPLACEMENT POWER, DOWNTIME COSTS OR CLAIMS OF BUYER'S BUYERS FOR SUCH DAMAGES.

7. Indemnification.

Buyer shall defend, indemnify and hold harmless Acron Aviation, its parents, subsidiaries and affiliates and their respective directors, officers and employees and representatives, from and against any and all claims, suits, losses, obligations, causes or action, damages and expenses (including attorney's fees) relating to or arising out of any use of the Service by the Buyer.

8. Excusable delays.

- a. Time shall not be of the essence in the delivery of the Services.
- b. Acron Aviation shall not be liable for delays in delivery or performance or for failure to perform due to (i) causes beyond its reasonable control, or (ii) acts of God, acts of Buyer, acts of civil or military authority, governmental priorities, strikes or other labor disturbances, floods, pandemic, epidemics, war, riot, delays in transportation or car shortages, or (iii) inability on account of causes beyond

the reasonable control of Acron Aviation or its suppliers to obtain necessary materials, components, services, or facilities. In the event of any such delay, the date of delivery or of performance shall be extended for a period equal to the time lost by reason of the delay.

9. Changes.

Buyer may at any time request changes to the Order within the general scope of goods and/or services called for. If such changes cause an increase or decrease in the price of the goods and/or service and or extension to the turnaround time for the services, Buyer shall be notified to this effect, and Acron Aviation shall not be obligated to proceed with such changes until it receives confirmation in writing of Buyer's change and acceptance of adjusted price and/or delivery time.

10. Cancellation charges.

All fees are payable in advance and shall be non-refundable in the event that the Buyer fails to provide the data required to support delivery of the Services.

11. Confidential information.

- a. All data transmitted by the Buyer to Acron Aviation and/or all service outputs shall be considered Confidential Information, except as provided in Article 12 (D) below.
- b. In addition, Buyer acknowledges that all drawings, diagrams, specifications, devices, information, documents and other materials (except as established to be in the public domain) furnished by Acron Aviation and identified as "Confidential" or "Proprietary Information", including but not limited to manuals provided by Acron Aviation ("Confidential Information"), contain valuable proprietary information or trade secrets developed at great expense by Acron Aviation.
- c. Parties agree to hold Confidential Information in confidence, and not to use, reproduce, distribute, or make available Confidential Information except to a Party's employees who may use it as part of their duties, and except as provided in Article 12(D).
- d. Party's agrees to report promptly any unauthorized disclosure of any Confidential Information.

12. Intellectual property rights.

- a. Acron Aviation' services, and each of the components thereof, is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Any reproduction in whole or in part of the service by the Buyer is strictly prohibited.

- b. Acron Aviation grants to the Buyer a non-exclusive, non-transferable, royalty-free license to access and use the service outputs in its operations.
- c. The Buyer grants to Acron Aviation the right, on a royalty free, worldwide basis, to allow Acron Aviation to use, modify, distribute, store, create derivative works from, dispose of the raw flight data and carry out all other acts required to enable Acron Aviation to deliver the services in accordance with the Order.
- d. Buyer hereby grants Acron Aviation a royalty free, worldwide, transferable and sub-licensable license to anonymize, aggregate, and use raw flight data and any other Buyer data as Aggregate Anonymous Data. For the purposes of this clause "Aggregate Anonymous Data" means anonymous, aggregated data provided by Buyer to Acron Aviation or derived from Buyer's use of any Acron Aviation services (e.g., Binary Flight Data and/or all service outputs) or anonymous, aggregated data collected through Buyer's use of Acron Aviation services, statistics, log files and similar information gathered by Acron Aviation services, including benchmarking, performance and usage information, provided that such data cannot be associated with Buyer or Buyer's individual aircraft, employees, or clients. Aggregate Anonymous Data may be aggregated with data from third parties. Upon creation, Acron Aviation shall be the sole owner of such Aggregate Anonymous Data and may use, copy, comingle, and distribute Aggregate Anonymous Data for any lawful purposes (including without limitation, for benchmarking activities, improving, testing, operating, promoting, providing, and marketing Acron Aviation products or services).

13. Export control.

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

14. Data protection

- a. For the purposes of this clause 14 the following phrases shall be interpreted as:
 - "Data Laws" shall mean the Data Protection Act 2018, if applicable, the General Data Protection Regulation, and/or any other data protection legislation which may govern either Party's personal data and any amendment, replacement or re-enactment thereof, and any statutes or regulations made thereunder.
 - "Data Subject" shall mean an identified or identifiable natural person.
 - "Personal Data" shall mean any information relating to a Data Subject received by one party (the Recipient) from or on behalf of the other party (the Discloser) in connection with the performance of the Recipient's obligations under this agreement.
- b. The Parties acknowledge that in the course of carrying out their obligations in respect of this Agreement Acron Aviation may collect certain Personal Data which is protected by the Data Laws.
- c. Both Parties shall undertake to only use or store such Personal Data in compliance with its obligations under this Agreement and in accordance with the Data Laws.
- d. The Parties warrant and represent that:
 - they shall comply with all Data Laws in connection with the exercise and performance of its rights and obligations under this Agreement;
 - it has implemented technical and organizational measures that meet the requirements of the Data Laws.
- e. In the event that either Party receives a Data Subject Access Request, as defined in the Data Laws, it shall notify the other Party without undue delay and said other Party shall provide such reasonable assistance to the receiving Party as it may reasonably require to ensure its compliance with the receiving Party's obligations under the Data Laws.
- f. The Buyer acknowledges that Acron Aviation may from time to time appoint a third party sub-processor to process Personal Data under this Agreement and Acron Aviation confirms that it has entered or will enter into with such third party sub-processors a written agreement incorporating terms which are substantially similar to those set out in this clause 14. As between the Buyer and Acron Aviation, Acron Aviation shall remain fully liable for all acts or omissions of any third party sub-processor appointed by it pursuant to this clause 14.

- g. The Buyer shall fully indemnify, defend, and hold harmless, Acron Aviation and its affiliates, directors, officers, employees, agents, and representatives from and against any and all claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, awards, costs and expenses (including, without limitation, reasonable attorneys' fees and costs and any costs or expenses incurred to support Data Subject Access Requests), whether or not involving a third-party claim, which arise out of, relate to, or result from the violation or breach of any of your covenant, representation, warrant, provision or other obligation or duty under this clause 14 or under applicable law, including but not limited to the unlawful or improper processing of the personal data.

15. General.

- a. Buyer shall be responsible for the timely obtaining of and payment for any license (including OEM licences), permit or other governmental authorization required in connection with this transaction, including but not limited to any export or import license, exchange permit, or the like, even if any such authorization is applied for by Acron Aviation. Buyer and Acron Aviation shall provide reasonable assistance to each other in securing such authorizations and/or licences. Acron Aviation shall not be liable and Buyer shall not be relieved of its obligations hereunder if any such authorization and/or licences are delayed, denied, revoked, restricted or not renewed.
- b. In entering this Agreement, each Party warrants that it has not done, and in performing its obligations under this Agreement, it shall not do, any act or thing that contravenes the Foreign Corrupt Practices Act (US), Bribery Act 2010 (UK) or any other applicable anti-bribery or anti-money laundering laws and/or regulations.
- c. The provisions of these conditions of sale are for the benefit of the parties hereto and not for any other person. The delegation or assignment by Buyer of any or all of its duties or rights hereunder without Acron Aviation's prior written consent shall be void.
- d. These Standard Conditions of Sale shall be governed and construed in accordance with the laws of England and Wales without reference to its conflict of laws provisions or the UN Convention for the International Sale of Goods.
- e. Buyer and Acron Aviation specifically agree that any controversy, claim, or action relating to the relationship between the parties, this contract, or the goods and/or services purchased or licensed hereunder, shall be brought and tried in England. All objections to venue are hereby waived by Buyer, and Buyer consents to service or process by certified mail or courier service addressed to the Buyer registered address. The parties hereby waive trial by jury with respect to any dispute relating to this contract.
- f. Any failure of either party to require performance by the other party of any obligation shall not affect said party's full right to require such performance at any other time. The waiver by any party of any remedy for breach of any provision hereof shall not be taken as a waiver of any remedy with respect to any other breach of such provision or any other provision.
- g. Each provision of this contract shall be treated as separate and independent, and the unenforceability of any one provision shall not impair the enforceability of any other.
- h. To the extent any provision is held to be excessively broad or unenforceable, it shall be construed by limiting and reducing it to be enforceable to the full extent possible.
- i. These Standard Conditions of Sale constitute the entire understanding between Buyer and Acron Aviation concerning the subject hereof, and any representation, promise, understanding, proposal, agreement, warranty, course of dealing or trade usage not expressly contained or referenced herein shall not be binding on Acron Aviation. No modification, amendment, rescission, waiver or other change shall be binding on Acron Aviation unless assented to in writing by Acron Aviation.
- j. ACRON AVIATION DOES NOT ASSUME ANY OBLIGATIONS OR LIABILITIES IN CONNECTION WITH THE SALE OF ITS GOODS OR SERVICE OTHER THAN THOSE EXPRESSLY STATED IN THIS INSTRUMENT AND DOES NOT AUTHORIZE ANY PERSON (INCLUDING Acron Aviation' MANUFACTURER'S REPRESENTATIVES AND SALES AGENTS) TO ASSUME FOR Acron Aviation ANY OTHER OBLIGATIONS OR LIABILITIES.

APPENDIX – Specification

Acron Aviation's Express Readout Service shall, as applicable, be delivered in accordance with:

1. Federal Aviation Administration Advisory Circular AC 20-141B, Airworthiness and Operations Approval of Digital Flight Data Recorder Systems;
2. International Civil Aviation Organization (ICAO) Regulations;
3. European Safety Aviation Agency (EASA) Regulations; or
4. Such alternative method demonstration required to comply with the applicable Regulations for the continued airworthiness and operational approval for the digital flight data recorder system.

All readouts shall be available to Buyer via Acron Aviation's POLARIS website <https://polaris.flightdataservices.com> and access details will be provided to the Buyer on receipt of payment in full,

Flight Data Recorder (FDR) Data Analysis

We average six (6) business days TAT from receipt of Purchase Order, raw data, and the .pdf form with the information on the unit.

For a single unit, an expedited TAT of three (3) business days may be available upon request for an additional expedite fee.

a. FDR Professional

- (i) Access to Readout Web Page
- (ii) Duration assessment
- (iii) Only mandatory parameters are analyzed for validity
- (iv) Exports to .csv with engineering values for the last flight
- (v) Graphs Interactive Module,
- (vi) Raw Data used for generating the readout, and
- (vii) Summary Report.

b. FDR Professional Plus

Services provided under FDR Professional plus the following additional services:

- (i) All parameters are analyzed for validity and available for export
- (ii) Up to 50 flight hours analyzed

CVR Intelligibility Testing

We average six (6) business days TAT from receipt of Purchase Order, raw data, and the .pdf form with the information on the unit.

For a single unit, an expedited TAT of three (3) business days may be available upon request for an additional expedite fee.

a. CVR Professional readout:

- (i) Raw data is converted to lossy format (mp3) and made available to the customer through POLARIS web.
- (ii) Recorded data is assessed for correct recording duration IAW EASA, ICAO, FAA.
- (iii) Readout is performed IAW EASA requirements.
- (iv) Basic intelligibility report.
- (v) Compliance statement referencing EASA / ICAO / FAA.

b. CVR Professional Plus readout:

Services provided under CVR Professional plus the following additional services:

- (i) Readout is performed IAW BAE guidance, exceeding EASA requirements, which identifies and analyses every sound source for the 4 channels (e.g. oxygen mask boom, PA, interphone, FSK presence).
- (ii) Complete report with every source listed and rated accordingly.
- (iii) Compliance statement including EASA, FAA, ICAO plus the BEA guidance standard.

Datalink Decoding

We average six (6) business days TAT from receipt of Purchase Order, raw data, and the .pdf form with the information on the unit.

For a single unit, an expedited TAT of three (3) business days may be available upon request for an additional expedite fee.

a. Datalink Professional Readouts:

- (i) Includes conversion to text format for all identified messages
- (ii) Includes duration assessment as per applicable standards.
- (iii) Includes summary report for labels 156/157/350

b. Datalink Professional Plus Readouts:

Services provided under Datalink Professional plus the following additional services:

- (i) Includes multi source cross verification with the CVR and customer provided traffic log.
- (ii) Includes compliance statement IAW EASA, ICAO, FAA.

General

- a. All prices are stated at 2025 economic conditions and shall be valid for Orders placed and Services delivered prior to 31 December 2025.
- b. In the event faulty parameters are identified Acron Aviation shall provide a free of charge re-test to confirm repair of the identified faulty parameters. Should re-test require the re-test of more than 10 parameters then this shall be considered a new service and shall be chargeable accordingly.
- c. **Data Services do not include the following:**
 - (i) Recertification of hardware delivered to Acron Aviation, see Acron Aviation published prices for product recertification fees.
 - (ii) Repair of damaged software/hardware, see Acron Aviation published prices for product repair pricing.
- d. All out-of-scope requests will be quoted at the then current catalogue rates for labor and material.
- e. In the eventuality that for a FDR readout service request, Acron Aviation needs the ICD (interface control document), this must be provided by the customer. Acron Aviation will implement the conversions from the document to be able to perform the readout with a TAT no longer than 4 weeks.
- f. For every readout, Acron Aviation asks the Customer to fill in a Readout Form, with all the required information to validate the readout. Without this form the readout cannot be completed. In the event that the Communication Management Unit and/or dataframe field are left blank then Acron Aviation specialist shall use reasonable technical judgement to assess which would be the most appropriate to use. If this results in adverse results Buyer shall be solely liable for any re-testing required.
- g. The Customer shall supply the flight data files in an un-encrypted format, except where encryption is via an Acron Aviation Recorder Data Interface (RDI) unit. If files are found to be encrypted using an unsupported device or unsupported process then the readout cannot be completed and you may at the sole discretion of Acron Aviation remain liable for the fees associated with the readout service requested.