



GENERAL TERMS AND CONDITIONS

Any order covering the supply of Service by Sim Ops, unless explicitly covered by a contract specific to the Service purchased, shall be subject to these General Terms and Conditions and the Specific Terms offered by Sim Ops. The Customer's silence or use of Service constitutes its acceptance to these General Terms and Conditions. In the event, the Specific Terms of the offer made to the Customer contradict these General Terms and Conditions, the Specific Terms of the offer shall prevail.

1. DEFINITIONS

“Agreement” means the agreement arising when an offer made by SIM OPS is accepted by the Customer or when a Customer's order is accepted by SIM OPS, under the present General Terms and Conditions of Service (the **“General Terms and Conditions”**).

“Customer” means the company purchasing the Service from SIM OPS.

“Customer Acceptance Certificate” means the certificate issued by SIM OPS and signed by the Customer on Final Acceptance.

“Device” means the flight training device operated by the Customer and to which the Service relates according to the Agreement.

“Final Acceptance” means the demonstration and acceptance of the Device by the Customer at Customers site.

“Offer” means the document presented in writing in the form of a quote or proposal and detailing the Service or Services SIM OPS proposes to deliver to the Customer along with their price.

“Price List” means the list of prices charged by SIM OPS to the Customer and enclosed in SIM OPS catalog price.

“Service” means Service or Services provided by SIM OPS and offered to or required by the Customer according to specific terms of the Offer.

“SIM OPS” means, according to the context, either:

- SIM OPS SDN BHD, a company registered under Malaysian law, registration Number 202001010617 (1366937-P), which registered address is at Wisma Golden Eagle Realty, 11th Floor, South Block, No.142a Jalan Ampang, 50450 Kuala Lumpur, W.P. Kuala Lumpur, Malaysia; or
- SIM OPS INC, a company registered under the Turks & Caicos Islands law, registration number TC.054003, which registered address is at Regent Village West, Suite H205, Grace Bay, Providenciales, TKCA 1ZZ, Turks & Caicos Islands.

“**Training**” means use of the Device by flight or ground crews.

“**Update**” means the update developed by SIM OPS or a third party and implemented by SIM OPS according to the Agreement.

Headings are for convenience only and shall not govern the interpretation of the Agreement or the General Terms and Conditions.

The SIM OPS General Terms and Conditions are deemed to be accepted by Customer once a purchase order is issued by Customer to SIM OPS, even if these General Terms and Conditions haven't been signed by Customer and returned to SIM OPS.

2. PERFORMANCE OF SERVICE

2.1 SIM OPS's duties: SIM OPS shall render the Service in accordance with the principles of proper professional practice and under consideration of the accepted state of the art at the time the Agreement is signed.

SIM OPS shall render the Service using appropriately qualified employees, and/or third parties, and shall make every effort to ensure that an appropriate number of such employees, and/or third parties is available to warrant the timely performance of the Service.

SIM OPS shall render the Service either at Customer's location or at a place of performance agreed upon with the Customer or at SIM OPS own offices.

SIM OPS shall appoint a responsible project manager as Customer's contact person for the entire term of the Service. SIM OPS project manager shall report on a regular basis on the progress of the service assignment to the Customer's specified project manager. Such report shall show progress in the project, with details of time spent on the project, as well as difficulties in the project if any.

2.2 Customer's duties: SIM OPS relies on the support and cooperation of Customer in order to perform the Service. Customer shall therefore provide to SIM OPS, in a complete and timely manner and free of charge, all required resources, information, and documentation deemed necessary by SIM OPS to perform the Service.

With that respect, where remote support is included pursuant to the Offer, the Customer shall ensure that the Device is connected to a suitable internet connection (at least 8/8 MB/sec DSL). In addition, the Customer shall also provide a qualified technician throughout the session in order to assist the hardware actions.

In case of physical intervention on the Device at Customer location, the Customer shall provide the following items:

- Pre-arranged access to Device on a dedicated basis ;
- Suitable office facilities with access to internet connection, with SIM OPS required URLs permitted of at least 8/8 MB/sec DSL ;
- Wifi access for the Device.

In addition to the above, the Customer shall ensure that SIM OPS personnel attending site are provided with a safe working environment, meeting as a minimum local health and safety regulations. Customer shall ensure SIM OPS personnel are suitably briefed on all local health and safety regulations and if need be, a safety person will be provided by the Customer. Time spent by SIM OPS personnel attending briefings shall be billable to Customer.

Customer shall appoint a responsible project manager as SIM OPS contact person for the entire term of the Service assignment. If and to the extent this becomes necessary, Customer shall provide its own sufficiently qualified employees for cooperation.

After completion of the Service and at SIM OPS's request, the Customer shall execute the Customer Acceptance Certificate, and if applicable, list any identified discrepancies and state therein the applicable requirements of the Agreement with which, in the opinion of Customer, the delivered Service doesn't comply. Customer shall not unreasonably withhold its acceptance and shall either: (i) allow SIM OPS reasonable time to correct the discrepancies and, if necessary, the Customer acceptance date will be adjusted in SIM OPS' reasonable discretion, or (ii) mutually agree for SIM OPS to correct the discrepancies after Customer's acceptance. Failing an executed Customer acceptance certificate, the Service will be deemed accepted if the Customer does not notify SIM OPS of any reasons for rejection in writing within five (5) working days after completion of the Final Acceptance Tests or the systems it applies to are used to provide Training on the Device.

3. IMPORT

3.1 The Customer shall obtain all necessary authorizations and fulfill all conditions required by the authority of the Customer's country with respect to the importation of any associated materials related to the Service.

4. INTELLECTUAL PROPERTY

4.1 Title to and ownership of all engineering, IP rights, and know-how as well as all documentation and data regarding any updates provided shall, at all times, remain with the developer of the update and both the Customer and the End-User hereby acknowledge that they do not have and are not acquiring any property right, title to or interest in such items. Customer is granted a non-exclusive license to use the IP provided by Sim Ops for the purpose intended on the updated Device. Such license is transferable on resale of the Device given Sim Ops permission which will not be unreasonably withheld. Notwithstanding any provisions of this Agreement, any reproduction of any updates in whole or in part is strictly prohibited.

4.2 Customer warrants to be the legal or beneficial owner of the intellectual property rights of the Device, which can be seen and modified by SIM OPS without infringing, misappropriating or otherwise violating any intellectual property rights of any third party. In using the Customer's intellectual property rights (or intellectual property rights licensed to them), SIM OPS shall follow the Customer's reasonable instructions having regard to the purpose of such use under the agreement and the jurisdiction in which the intellectual property rights are used.

5. DISCLAIMER OF WARRANTY

5.1 SIM OPS's limited warranty covers any defects in materials and workmanship on services or products provided by SIM OPS that appear during the Warranty Period. During the Warranty Period, SIM OPS will, at its discretion, refund, correct or repair, at no charge to Customer, the services or products provided by SIM OPS using new or refurbished parts.

5.2 Unless noted otherwise, the Warranty Period is sixty (60) days from the completion of SIM OPS's work. Any claim must be made during the Warranty Period.

5.3 The limited warranty does not cover:

- damage resulting from negligence, unauthorized modification, natural disaster, failure to protect the services or products provided by SIM OPS from the elements,
- any problem that is caused by conditions, malfunctions or damage not resulting from defects in material or workmanship of the services or products provided by SIM OPS;
- Replacement of any part or equipment which has failed, degraded, malfunctioned, etc. because of:
 - a normal Device relocation process. For greater clarity, SIM OPS shall only be responsible for defects or damage to any part or equipment caused by poor workmanship, gross negligence or willful misconduct of its employees or its subcontractor.
 - the normal wear and tear or the age of the Device. Also, SIM OPS shall in no way be responsible for replacement or replacement solutions of any failed part which is now obsolete and can no longer be readily procured on the open market.

5.4 Within the limits of the services or products provided by SIM OPS, SIM OPS shall be under no liability in respect of any defect arising from failure by the Customer to operate and maintain the Device in accordance with SIM OPS's recommendations or with respect to any modification not approved by SIM OPS or misuse of the Device by the Customer or any third-party.

5.5 SIM OPS shall not be liable to the Customer by reason of any representation or any implied warranty, condition or other term, or under the express terms of the Agreement, for any consequential loss or damage, expenses, costs, or other claims for consequential compensation whatsoever which arise out of, or in connection with, the delivery of the Service and/or the implementation of the Update.

6. VISA ISSUES

6.1 SIM OPS shall not be liable in case of refusal, delay, cancellation or other problems, by embassies, consulates, or any State authority responsible for delivering visas to SIM OPS employees and/or SIM OPS's subcontractors (the "Visa Issues").

6.2 In case of Visa Issues preventing SIM OPS delivering the Service at the agreed dates, the said Service will be rescheduled as soon as possible at a date agreed between the Parties.

6.3 Whilst understanding that Customer does not have the ability to influence national immigration policy or process, Customer shall render SIM OPS and SIM OPS staff such assistance as they can, including but not limited to invitation letters or sponsorship.

7. PRICES

7.1 Prices and the currency applicable to the Service will be as indicated in the relevant SIM OPS Price List or if different, as specifically stipulated by SIM OPS in the Specific Terms.

7.2 Any price specifically stipulated by SIM OPS will remain valid for ninety (90) days from the date of issue, unless some other period is specified in the Specific Terms. The Price List will remain valid until a published change in that Price List is advised. Any order placed and accepted by SIM OPS but not performed before such a change, shall be invoiced on the basis of the Price List in force on the date of acceptance of the order by SIM OPS.

7.3 Where the Service price is valid in accordance with clause 7.2, such price shall be binding on both parties and shall not give either Party any right of cancellation.

7.4 The price is exclusive of all taxes and duties which shall be paid by the Customer and which the Customer hereby undertakes to pay without delay. Should SIM OPS be required to pay any such taxes or duties on behalf of the Customer, the Customer shall reimburse SIM OPS forthwith upon demand.

7.5 Quotations in a currency other than USD are based on the exchange rate in force at the time of quoting and unless otherwise stated, the price may at SIM OPS's discretion be subject to revision up or down if any different rate of exchange shall apply at the date of invoice.

7.6 Security deposit will be refunded to the Customer upon completion of the services provided the Customer has met all obligations. No part of the security deposit is to be used to offset against payments owed by the Customer to SIM OPS. Part or all of the security deposit may be used by SIM OPS to cover for damages or losses caused by the Customer.

8. TAXES

8.1 The Customer accepts liability for, agrees to indemnify for and hold SIM OPS free and harmless from any taxes, charges, withholdings, import or stamp duties and/or other assessments, including interests and penalties, arising out of or connected with the execution of the Agreement and imposed by any Government or Authority.

9. PAYMENTS

9.1 SIM OPS shall render to the Customer invoices showing the sums due under the Agreement at the end of each calendar month relating to Service. Unless otherwise stipulated by SIM OPS, all payments due hereunder shall be made by the Customer in the appropriate currency to the SIM OPS's nominated bank account detailed on the invoices.

9.2 All payments shall be made no later than the 15th day following the dispatch of SIM OPS invoice (“Payment Date”) unless otherwise stipulated.

9.3 If the Customer fails to make any payments within 15 days after the Payment Date, SIM OPS shall have the right (without prejudice to any other rights or remedies which may be available to SIM OPS) to terminate or suspend all Service until such default is made good. Any additional costs and expenses of whatever nature incurred by SIM OPS as a result thereof shall be borne by the Customer.

9.4 Without prejudice to any other of SIM OPS’s rights or remedies the Customer shall, in addition to payment of the price, pay late-payment interest at the USD SOFR (Secured Overnight Financing Rate) as per the Payment Due Date increased by 10%, up to the legal maximum, on any sum remaining unpaid after the Payment Date, until the actual date of receipt by SIM OPS of the payment, such interest being calculated on a daily basis. The late fees penalties defined as such are claimable without the necessity of a reminder and/or a prior formal demand, and shall be due as from the date of payment. The Customer shall reimburse all costs and expenses (including legal costs) incurred in the collection of any overdue amount.

9.5 Notwithstanding the above, SIM OPS is entitled to assign the right to recover the Customer’s debt to any third party.

9.6 Following delivery of the Service, usage of the Device for training or presentation of the Device to a qualification authority shall be deemed to constitute acceptance.

10. NON SOLICITATION

10.1 The Customer shall not, directly or indirectly, (i) utilize the services or, (ii) enter into a contract for the provision of services with or (iii) employ any SIM OPS’s employee and/or consultant who has provided Services under this Agreement.

10.2 This non-solicitation provision shall enter into force upon the execution date of this Agreement until the expiration of a three-year period following the termination of the Agreement.

10.3 In case of breach of the above obligation, the Customer shall pay SIM OPS an indemnification equivalent to 25,000 USD. This amount shall be paid by the Customer upon receipt of a written notification by SIM OPS.

11. FORCE MAJEURE

11.1 SIM OPS and the Customer shall not be in default by reason of failure to perform its obligations hereunder if such failure results from an event of Force Majeure such as defined by the International Chamber of Commerce “ICC Force Majeure Clause 2020” in its long form including but not limited to: explosions, war or threat of war, fire, flood, adverse weather conditions, labor disputes, strikes, lockouts or other industrial actions, riots or civil commotion, epidemics, sabotage, earthquakes and natural disasters, restrictions, regulations, prohibitions, acts, omissions, or measures of any governmental, parliamentary or local authority, or any act or omission of the Customer or of any third party. In that event, only the payment for Service really rendered by SIM OPS shall be due by the Customer.

11.2 In the event that any failure pursuant to clause 11.1 above results in a delay of more than one hundred and twenty (120) days, then each party shall be entitled to cancel all or part of the Agreement by written notice to the other party without any liability for loss or damage caused by the other party.

12. TERMINATION

12.1 SIM OPS may without prejudice to its rights and remedies under these General Terms and Conditions or any other remedies arising at law, stop the performance of the Service, suspend any further performance, and terminate the Agreement whether in whole or in part:

- Immediately if the Customer enters into liquidation proceedings, becomes insolvent or is wound up;
- After 30 days of notification by SIM OPS of any breach by the Customer of any part of the Agreement or the General Terms and Conditions or any other contract between SIM OPS and Customer if such breach hasn't been remedied.

12.2 In addition to any right of lien to which SIM OPS may be entitled, SIM OPS shall, in the event of the Customer's insolvency or bankruptcy, be entitled to a general lien on all items of or attributable to the Customer in SIM OPS's possession (notwithstanding that such items or any of them may have been paid for) for the unpaid price of any.

12.3 Notwithstanding any provision in the General Terms and Conditions the Customer shall not have the right to set off any claims it might have against SIM OPS against sums otherwise due to SIM OPS.

12.4 In the event of early termination for other grounds than the Force Majeure duly recognized, the Agreement shall be terminated and the full amounts owed in respect of the Agreement will be instantly payable.

12.5 Upon termination of the Agreement, SIM OPS shall be entitled to set off any claim it might have against any sums or otherwise due to the Customer.

13. LIABILITY

13.1 Unless caused by the willful misconduct or gross negligence by SIM OPS personnel, the Customer shall assume (i) any liability relating to loss and/or damage caused by their Personnel to any property (including the Device), and/or (ii) any death or injury caused by their personnel to SIM OPS personnel and/or any third-party arising out of or in any way relating to the Service and in that respect, waives any recourse against SIM OPS, its subsidiaries, affiliates, and their respective insurers.

13.2 Unless caused by the willful misconduct or gross negligence by SIM OPS personnel, SIM OPS shall not be liable for damage to any property or injuries or death suffered by Customer personnel and/or any third party, during or after the Service and with that respect the Customer waives any recourse against SIM OPS, its subsidiaries, affiliates, and their respective insurers.

13.3 SIM OPS's liability will not exceed the value of the agreement under which the services or products are provided.

14. INDEMNIFICATION

14.1 The Customer will indemnify and hold harmless SIM OPS, its subsidiaries, and affiliates from and against all claims, demands, suits, judgments, liabilities, (including reasonable expenses, costs, and legal fees) made against SIM OPS for (i) injury or death suffered by the Customer's (ii) injury or death of any third Party, (iii) loss or damage to Customer property (including the Device), and (iv) loss or damage to any third party property, arising out of or in any way relating to the Service.

14.2 The Customer undertakes to indemnify SIM OPS, its directors, officers, shareholders, employees and/or Affiliate ("Indemnified Party") and keeps the Indemnified Party at all times fully indemnified from and against all claim and losses, arising from SIM OPS's work or contemplated work on Customer's device, as a result of infringement of the Customer's or third-party intellectual property rights.

15. INSURANCE

15.1 With respect to the above-mentioned liabilities, the Customer will take out at its expense and maintain in force, during the whole duration of the Service (i) insurance against all risks in respect of any property (including the Device) and any equipment used for the execution of the Agreement, (ii) Third party insurance, and (iii) personal accident insurance.

15.2 Upon signature of the Offer, the Customer shall furnish, upon request, copies of certificates of insurance to SIM OPS evidencing that the foregoing insurances are in full force and effect.

16. REFERENCE IN MARKETING MATERIAL

16.1 SIM OPS may use the Customer's name and other public details about the Customer as well as basic facts about the work performed for the Customer as a reference in connection with the marketing and sale of SIM OPS products and services.

17. SEVERABILITY

17.1 In the event of any clause of the General Terms and Conditions being rendered or declared ineffective or invalid by any legislation or rule of law or by any decision of any court of competent jurisdiction, the remainder of any affected clause or provision of the General Terms and Conditions shall remain in full force and effect.

18. NOTICES

18.1 Any such notice, request, requirement, approval, consent or other communication in connection with these General Terms and Conditions and with the Agreement shall be given in writing and:

- If delivered by hand shall have been deemed received when so delivered, or
- If by registered mail shall be deemed to have been received by the addressee on the day on which it shall have been signed as received, or

- If faxed, shall be deemed to have been received by the addressee upon electronic acknowledgement.

19. WAIVER

19.1 Any failure, delay or indulgence on the part of SIM OPS in exercising any power or right conferred hereunder shall not operate as a waiver of such power or right nor preclude the exercise of any other right or remedy hereunder, and shall be without prejudice to the legal rights of SIM OPS and the obligations of the Customer shall continue in full force and effect.

20. LAW / JURISDICTION

20.1 The Agreement and these General Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales. The Parties hereto irrevocably agree that the courts of London, shall have jurisdiction to settle any dispute, which may arise out of or in connection with these General Terms and Conditions and/or the Agreement.

21. REVISIONS

21.1 The Terms & Conditions applicable to a program are the ones in force at the date of acceptance by SIM OPS of the purchase order or equivalent from Customer.

Revision number	Starting date of validity	Comment
1.0	1 st May 2020	Refer to date in footer
1.1	26 th September 2020	Refer to date in footer
1.2	17 th December 2020	Refer to date in footer
1.3	2 nd March 2021	Refer to date in footer
1.4	21 st July 2021	Refer to date in footer
2.0	5 th February 2022	Refer to date in footer
2.1	16 th June 2022	Refer to date in footer
2.2	1 st July 2022	Refer to date in footer
2.3	31 st October 2022	Refer to date in footer
2.4	3 rd April 2023	Refer to date in footer
2.5	12 th April 2023	Revision number in footer starts with this rev.
2.6	22 nd June 2023	N/A
2.7	11 th July 2024	9.4 Change from LIBOR TO SOFR

2.8	31 st March 2026	1. Update to SIM OPS' definition
-----	-----------------------------	----------------------------------