

END-USER LICENCE AGREEMENT FOR REDLINE AVIATIONS E-LEARNING COURSES

PLEASE READ THIS END-USER LICENCE AGREEMENT CAREFULLY BEFORE SIGNING UP TO OUR ELEARNING COURSES

REDLINE AVIATION SECURITY LIMITED (we, us or our) has developed a range of courses and associated training materials (Courses) that are hosted on our learning management system (LMS).

This licence agreement (Licence) is a legal agreement between you and us for access to our LMS and use of Courses that we have authorised you in writing to use and you have paid for. This Licence does not give you any right to use Courses that we have not authorised you to use and that you have not paid for. We remain the owners of the LMS and Courses at all times.

IMPORTANT NOTICE TO ALL USERS:

BY SIGNING UP TO A COURSE YOU ACCEPT THE TERMS OF THIS LICENCE, IN PARTICULAR THE LIMITATIONS ON OUR LIABILITY IN CLAUSE 5. SUCH ACCEPTANCE IS EITHER ON YOUR OWN BEHALF OR ON BEHALF OF ANY CORPORATE ENTITY WHICH EMPLOYS YOU OR WHICH YOU REPRESENT ('CORPORATE LICENSEE'). IN THIS LICENCE, YOU INCLUDES BOTH THE INDIVIDUAL TAKING A COURSE AND ANY CORPORATE LICENSEE.

IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENCE, YOU WILL NOT BE ABLE TO ACCESS THE LMS OR ANY OF OUR COURSES.

You should print a copy of this Licence for future reference.

1. Definitions and Interpretation

1.1 In this Licence:

IPR: patents, trademarks, logos, trade names, rights in designs, copyright (including rights in computer software) and moral rights, know-how, confidential information (including Confidential Information), and other intellectual property rights, in each case whether registered or unregistered and including applications and the right to apply for registration of any such rights;

Licence Fee: the fee payable by you for the licence to use the Software under this Licence, as set out in clause 4; and

Software: the LMS that you will use to access the Courses that (i) we have authorised you in writing to use and (ii) you have paid for in accordance with clause 4.

1.2 In this Licence references to the words **including** or **include** and any similar words or expressions are by way of illustration and emphasis only and do not operate to limit the generality or extent of any other words or expressions:

2. Licence Grant and Restrictions

2.1 In consideration of payment of the Licence Fee and subject to clauses 2.2 to 2.4 (inclusive), we hereby grant to you a limited, non-exclusive and non-transferable licence to use the Software for the specified duration and only on the terms set out in this Licence. Without prejudice to any other rights or remedies which we may have under this Licence or otherwise, this licence to use shall automatically be suspended if you fail to comply with any terms set out in this Licence. The Licence granted is personal to you and cannot be shared or exchanged with others.

2.2 In relation to scope of use for the purposes of clause 2.1, "use the Software" shall be restricted to use of the Software by means of a browser and subject to any restrictions or limitations set out in clauses 2.2 and 2.4.

2.3 You agree to:

2.3.1 only use the Software for internal business purposes;

2.3.2 maintain the security of access details we provide to you to use the Software;

2.3.3 take full responsibility for the compliance with this Licence by anyone accessing the Software using the access details we have provided to you; and

2.3.4 notify us as soon as you become aware of any unauthorised use of, or access to, the Software by any person.

2.4 Except as expressly set out in this Licence, you agree that you will not:

2.4.1 copy the Software (or any part thereof) except where such copying is incidental to normal use of the Software;

2.4.2 do anything which could reasonably be expected to damage, disable, overburden or materially impair the Software, or which is likely to interfere with any other party's use or enjoyment of the Software;

2.4.3 use the Software to infringe upon any third party IPR;

2.4.4 rent, lease, sub-license, loan, translate, merge, adapt, alter, vary or modify the Software (or any part thereof);

2.4.5 permit the Software (or any part thereof) to be combined with, or become incorporated in, any other programs;

2.4.6 disassemble, decompile, inspect, reverse-engineer or create derivative works based on the whole or any part of the Software nor attempt to do such (except as may be allowed by applicable law which is incapable of exclusion by agreement between the parties);

2.4.7 import, export or re-export directly or indirectly the Software (or any part thereof); or

2.4.8 deal in any other manner with any or all of your rights and obligations under this Licence.

2.5 We will use reasonable endeavours to provide you with uninterrupted access to the Software. However, your access may be restricted from time to time for reasons beyond our control, including as set out in clause 8. Your access may also be interrupted due to software issues, server downtime, increased Internet traffic, programming errors, regular or emergency maintenance and other related reasons. Where this is the case, we will use reasonable endeavours to restore your access within a reasonable period of time.

3. Intellectual Property Rights

3.1 All IPR in the Software shall be owned by us or our third party licensors and you shall have no rights in or to the Software other than the right to use them in accordance with clause 2. You have no right to have access to the Software in source code form.

3.2 In relation to third party IPR contained within the Software, you agree that your use of any such IPR is conditional on us obtaining a written licence from the relevant licensor on such terms as will entitle us to license such rights to you.

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3.3 You agree that you shall not at any time dispute, challenge, or contest, directly or indirectly, our right, title and interest in and to the Software, or assist or aid others to do so.

4. Licence Fee

4.1 You will have either paid the Licence Fee at the time you purchased the Course, or you will be required to pay the Licence Fee in accordance with any purchase order that we have issued to you.

4.2 Your licence to use the Software is conditional upon you paying the Licence Fee. If you fail to pay the Licence Fee in accordance with our payment terms, then without limiting our other rights and remedies, we may:

4.2.1 suspend your right to use the Software until payment is made in full; and/or

4.2.2 withhold issuing any certificates to be awarded to you until payment is made in full.

4.3 All payments due to us under this Licence must be paid in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). We may at any time, without limiting our other rights or remedies, set off any amount owing to us by you against any amount payable by us to you.

5. Limitation of Liability

5.1 We do not limit or exclude our liability in respect of:

5.1.1 death or personal injury caused by our negligence;

5.1.2 fraud or fraudulent misrepresentation; or

5.1.3 any other liability (including statutory liability) to the extent we are not lawfully permitted to limit or exclude it.

5.2 Subject to clauses 5.1, 5.3 and 5.4, our total liability for all claims arising under or in connection with this Licence whether arising in contract, tort (including negligence), breach of statutory duty or otherwise, howsoever arising shall be limited to the Licence Fee paid under this Licence.

5.3 Subject to clause 5.1, we shall not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Licence for:

5.3.1 loss of business, revenue, profits, contracts, goodwill or anticipated savings;

5.3.2 damage to reputation;

5.3.3 loss or corruption of data or information; or

5.3.4 indirect, special, exemplary, punitive or consequential loss or damage,

whether or not such losses were within the contemplation of the parties at the date of this Licence.

5.4 We warrant that UK Department for Transport (DfT) aviation security courses are compliant in all material respects with directions issued by the UK DfT / Civil Aviation Authority pursuant to the Aviation Security Act 1982 (as the same may be amended, revised, supplemented or substituted from time to time) and all applicable rules, including EU Commission Regulation (EU) (latest version), and SCD(A) (latest version), and contents of the DfT / CAA training syllabus (latest version).

5.5 Except as specifically stated in this Licence:

5.5.1 we do not give any guarantees or make any warranty, express or implied, as to the accuracy, completeness, adequacy, fitness for purpose or satisfactory quality of the Software (or any part thereof), interoperability of the Software (or any part thereof) with any other software, equipment or systems used by you, or as to the results to be attained from using the Software (or any part thereof);

5.5.2 the Software has not been developed to meet your individual requirements and it is your responsibility to ensure that the facilities and functions of the Software meet your requirements. Accordingly, you use the Software (or any part thereof) and any results attained from the Software at your sole risk and liability; and

5.5.3 the Software may not be free of bugs or errors and the existence of minor bugs or errors shall not constitute a breach of this Licence.

Accordingly, the Software is provided "AS IS" and any condition, warranty, representation or other term concerning the Software (or any part thereof) which might otherwise be implied into, or incorporated in, this Licence, whether by statute, common law or otherwise, is hereby excluded to the fullest extent permitted by law.

5.6 The parties expressly agree that if any limitation or provision contained or expressly referred to in this clause 5 is held to be invalid under any applicable statute or rule of law, it shall, to that extent, be deemed omitted in accordance with clause 10.4. Furthermore, if any of the exclusions in clause 5.3 are found to be invalid, illegal or unenforceable by a court of competent jurisdiction, our aggregate liability to you for such shall be subject to the financial limit set out in clause 5.2.

6. Termination of this Licence

6.1 Without prejudice to any other rights or remedies that we may have under this Licence or otherwise, we may terminate this Licence immediately by written notice to you if you commit a material or persistent breach of this Licence which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so.

6.2 On termination or expiry of this Licence for any reason:

6.2.1 all rights granted to you under this Licence shall automatically cease and you shall immediately cease all activities authorised by this Licence;

6.2.2 all accrued rights, remedies, obligations and liabilities of either of us as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of this Licence which existed at or before the date of termination or expiry; and

6.2.3 clauses which expressly or by implication survive termination or expiry shall continue in full force and effect.

7. Updates to this Licence and other communications between us

7.1 We may update the terms of this Licence at any time on notice to you in accordance with clause 7.2. Your continued use of the Software following the deemed receipt and service of the notice under clause 7.2 shall constitute your acceptance to the terms of this Licence, as varied. If you do not wish to accept the terms of the Licence (as varied) you must immediately stop using and accessing the Software on the deemed receipt and service of the notice. If we have to contact you, we will do so by email.

7.2 Any notice to be given under this Licence, including under clause 7.1 shall be given by:

7.2.1 us to you will be deemed received and properly served 24 hours after it is first posted on our website, LMS and/or 24 hours after an email is sent; and

7.2.2 you to us will be deemed received and properly served 24 hours after an email is sent to elearning@trustredline.co.uk.

7.3 In proving the service of any notice, it will be sufficient to prove, in the case of posting on our website, that the website was generally accessible to the public for a period of 24 hours after the first posting of the notice; and in the case of an email, that such email was sent to the email address of the recipient given for these purposes.

7.4 This clause 7 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

8. Force majeure

8.1 We shall have no liability to you under this Licence if we are prevented from or delayed in performing our obligations under this Licence, or from carrying on our business, by acts, events, omissions or accidents beyond our reasonable control,

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including strikes, lock-outs or other industrial disputes, failure of a utility service or transport or telecommunications network, act of God, pandemic, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors (an **FM Event**).

8.2 If an FM Event occurs and it affects the performance of our obligations under this Licence:

8.2.1 our obligations under this Licence will be suspended and the time for performance of our obligations will be extended for the duration of the FM Event; and

8.2.2 we will use our reasonable endeavours to find a solution by which our obligations under this Licence may be performed despite the FM Event.

9. Personal data

Any personal data relating to you that is contained within the Course or generated by the Software shall be processed by us as a controller and in accordance with the Data Protection Act 2018, unless we agreed otherwise with you in purchase order.

10. General

10.1 We may transfer our rights and obligations under this Licence to another organisation, but this will not affect your rights or our obligations under this Licence. You may not transfer any of your rights or obligations under this Licence to another person without our prior written consent.

10.2 You shall comply with anti-bribery and anti-corruption laws and regulations, including the U.K. Bribery Act 2010 and not to engage in any activity, practice or conduct which would constitute an offence under those laws and regulations. You agree to promptly report to us any request or demand which if complied with would amount to a breach of either this Licence or your bribery policy and/or procedures.

10.3 Except as expressly provided in this Licence, the rights and remedies provided under this Licence are in addition to, and not exclusive of, any rights or remedies provided by law.

10.4 If any term in this Licence is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant term shall be deemed

deleted. Any modification to or deletion of a term shall not affect the validity and enforceability of the rest of this Licence. If any term in this Licence is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is valid, legal and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

10.5 The failure to exercise or delay in exercising a right or remedy provided to a party under this Licence shall not constitute a waiver of that right or remedy, and no waiver by a party of any breach of this Licence shall constitute a waiver of any subsequent breach of the same or any other provision.

10.6 A person who is not a party to this Licence has no right under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce or enjoy the benefit of any term of this Licence.

10.7 This Licence sets out the entire agreement between the parties in relation to its subject matter and overrides any prior correspondence, arrangements, understandings, agreements or representations relating to its subject matter. If we have issued a purchase order in respect of the licensing of the Software, this Licence supplements (and does not supersede) any terms and conditions contained in that purchase order. Each party acknowledges that, in entering into this Licence, it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in this Licence. Each party agrees that its only liability in respect of those representations and warranties that are set out in this Licence (whether made innocently or negligently) shall be for breach of contract. Nothing in this clause shall limit or exclude any liability for fraud.

10.8 This Licence and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law. The parties irrevocably agree that the English courts shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Licence or its subject matter or formation (including non-contractual disputes or claims). Nothing in this Licence shall prevent, restrict or hinder us from taking proceedings to protect our IPR in any jurisdiction.