



FlightSafety Textron Aviation Training One Time Agreement for Training

This Agreement made effective this **1** day of **November, 2023**, between **FlightSafety Textron Aviation Training, LLC.** and its subsidiaries (“FSTAT”) and **Texas A & M University System**, Account number **1668**, hereinafter referred to as the Customer. Whereas the Customer is desirous of utilizing and FSTAT is willing to furnish training services for the customer’s personnel as follows

Year	Course Description	No of Clients	Price per Client	Currency	Validity
Year 01	KA 200 G1000, Initial Pilot	01	20,525.00	USD	11/01/2023 - 12/31/2023

Term of Agreement
Payment Plan

November 01, 2023, to December 31, 2023
Net 30 unless other terms have been established

Additional Terms Agreed to under this Agreement:

One Time Training Terms:

Customer agrees to all FlightSafety Textron Aviation Training, LLC Agreement Terms and Conditions of Sale dated 01/01/2023, available at: www.flightsafety.com/fstat-terms/. Such Terms and Conditions are incorporated herein by reference.

FlightSafety Textron Aviation Training, LLC
By

Texas A & M University System, Account No. 1668
By



Dara Ward, Account Manager

Billy Hamilton

Deputy Chancellor

Print Name/Title
DocuSigned by:

Dara Ward

Signature

9/20/2023

Date

Print Name/Title
DocuSigned by:

Billy Hamilton

Signature

9/20/2023

Date

Initials



TERMS AND CONDITIONS OF SALE – TRAINING SERVICES (REV. 01/01/2023)

1. **Nature of these Terms and Conditions.** These Terms and Conditions of Sale (“**Terms and Conditions**”) are incorporated by reference into each training services agreement (the “**Services Agreement**”, together with these Terms and Conditions, the “**Agreement**”) entered into between the customer named in the Services Agreement (“**Customer**”) and FlightSafety Textron Aviation Training LLC or any of its subsidiaries or related entities (“**FSTAT**”). Individuals trained pursuant to the Agreement are referred to as “**Clients.**” If the Services Agreement has expired or is otherwise not in effect, and FSTAT permits services to be provided, Customer agrees that FSTAT will conduct such training pursuant to these Terms and Conditions. All other terms and conditions, including those set forth in any purchase order or request for proposal provided by Customer, are expressly excluded, and Customer agrees that the Agreement is the entire and exclusive understanding of the parties. In the event of a conflict between these Terms and Conditions and the Services Agreement, the Services Agreement controls.
2. **Training Services**
 - a. FSTAT will provide the services described in the Services Agreement (the “**Services**”) at the appropriate FSTAT facility in accordance with applicable laws and regulations. FSTAT Instructors providing the Services will be appropriately certified and trained in accordance with legal and regulatory requirements, and all simulators and other training devices will be maintained and operated in accordance with all applicable laws and industry standards.
 - b. Customer authorizes FSTAT to contact Clients to schedule and receive the Services. To facilitate FSTAT’s provision of the Services, Customer agrees to take the following actions relating to Clients: (i) promptly provide accurate means of contacting Clients as requested by FSTAT; (ii) obtain any legally-required consent(s) from Clients relating to Customer’s sharing of personal data with FSTAT, including any consents as may be required under the General Data Protection Regulation (“GDPR”) (including cross-border transfers) and any other federal, state/provincial, or local law or regulation governing disclosure, sharing, or use personal data or information necessary to provide the Services (“**Consents**”); (iii) provide copies of all Consents to FSTAT promptly upon request and reasonably in advance of provision of Services to ensure regulatory compliance; (iv) advise and assist Clients to obtain the proper work permit, visa, or other legally required authorization to enter the country in which FSTAT will provide the Services; (v) prior to scheduling any Services, notify FSTAT of any Clients no longer authorized to receive the Services; and (iv) provide to FSTAT all necessary prerequisite documentation for each Client prior to the start of Services including, where applicable, valid and current pilots licenses, certificates and supporting documentation.
 - c. When maintenance training is requested at Customer’s location, such training will be presented as “theory only.” If Customer requests “practical” training in addition to the theoretical training, where Customer’s aircraft will be utilized during the performance of such training, Customer agrees to enter into a separate agreement related to that training. Customer agrees that any requested in-aircraft training, “practical” maintenance training using Customer’s aircraft at Customer’s location, or the provision of crew services will be governed by a separate agreement.
 - d. Any changes to the Services Agreement are valid only if described in an addendum signed by both parties.
3. **Fees and Payment**
 - a. Payment is due thirty (30) days from receipt of the relevant invoices by electronic transfer in the invoiced currency. FSTAT will not accept any deductions or set offs to the invoice amount and does not provide discounts for early payment.
 - b. Past due amounts will be subject to an interest charge at the rate of one and one-half percent (1.5%) per month on the outstanding balance. Customer agrees that it will pay FSTAT’s reasonable legal and other expenses incurred in the collection of past due amounts. FSTAT may deny or postpone Services when Customer is not in compliance with payment terms.
 - c. FSTAT will include on its invoice any withholding or other taxes (sales, use, VAT, GST, HST or the like), if any, that are or become due on the payments from Customer. Customer acknowledges that the failure to include such amounts does not relieve Customer of its responsibility for taxes owed.



- d. All rates are subject to escalation on each annual anniversary of the effective date of this Agreement. Unless the Services Agreement states otherwise, rates will be adjusted by the percent increase, if any, set forth in the U.S. Government Consumer Price Index- All Urban Consumers (CPI-U), not seasonally adjusted for the most recently available twelve-month period ending three months prior to the applicable effective-date anniversary.
 - e. Customer acknowledges that the Services and the instructional devices and materials used for the Services may change from time to time due to regulatory and legal requirements. Pricing adjustments or surcharges may be made to account for such changes, which may include, without limitation, amendments to training programs, certification requirements, or other instructional modifications to ensure regulatory compliance. These additional charges will be invoiced if applicable.
 - f. Subject to any legal requirements to the contrary, Customer agrees to pay all of FSTAT's reasonable expenses, including, among other things, transportation, food, and lodging for any Services requiring travel of a FSTAT employee.
 - g. Applicable aviation regulations limit the number of individuals that can be trained in any single training event making proactive reservation management critical to ensuring training availability. If FSTAT has allocated a training slot to the Customer or Client and such training is subsequently cancelled by the Customer or Client, the following cancellation fees will be applied based on the applicable training event price under the Services Agreement: (i) 50% for cancellations between thirty (30) and fourteen (14) calendar days prior to the training start date; and (ii) 100% for cancellations made within thirteen (13) calendar days of the training start date. For the avoidance of doubt, rescheduling of training by the Customer or Client within thirty (30) calendar days of the training start will be treated as a cancellation.
4. **Termination.** Notwithstanding any termination provisions set forth in the Services Agreement, either party may terminate all or a portion of this Agreement for a material breach of material obligations by the other party, if such breach is not cured after fifteen (15) days after written notice is given by the terminating party to the breaching party (provided, that, if the breaching party has begun to cure within such period, the terminating party shall allow an additional five (5) day period to cure such breach). Either party may terminate this Agreement if the other becomes insolvent, makes an assignment for the benefit of creditors, is adjudged bankrupt or if a receiver is appointed for the whole or any part of its assets. Regardless of the reason for termination, FSTAT will be entitled to payment for any Services performed or in progress at the time of termination. FSTAT reserves the right to immediately terminate the Agreement, in whole or in part, if FSTAT determines, in its sole discretion, Customer and/or its Clients or representatives are or may be in violation of Section 7.
 5. **FSTAT Materials.** Except as may be otherwise agreed to in writing, FSTAT owns all rights, title, and interest in and to any and all pictures, prints, motion pictures, audio or visual tapes, artists' renderings, plans, ideas, inventions, data, tools, media, documentation, training or course materials, syllabi, courseware, software, reports, concepts and any other materials, created or developed by FSTAT in connection with this Agreement (the "**FSTAT Materials**"), and all FSTAT Materials are and will remain the exclusive property of FSTAT. Subject to the terms of this Agreement, FSTAT grants Customer and Clients a limited, non-exclusive, non-transferable, non-assignable, revocable license to use the FSTAT Materials solely in connection with the Services. The FSTAT Materials are not intended for use in-flight or in maintenance operations. Customer may not copy, modify, or create derivative works based on, distribute to others or transfer the FSTAT Materials without written consent from an authorized FSTAT representative.
 6. **Customer Materials.** Except as may be otherwise agreed to in writing, the parties agree that Customer owns all rights, title, and interest in and to any and all training materials provided by Customer, including all paper manuals, courseware, and documents necessary to deliver the training syllabi (the "**Customer Materials**"). Subject to the terms of this Agreement, if Customer provides Customer Materials for purposes of the Services, Customer grants FSTAT a limited, non-exclusive, non-transferable, non-assignable, revocable right to use the Customer Materials solely in connection with Services. Such Customer Materials may not be copied, distributed to others, or transferred to others for any reason.
 7. **Compliance with Laws and FSTAT Policies.** The parties will comply with all applicable local, state, and federal laws, orders, regulations, and rules in their performance of this Agreement, including Section 612 of Vision 100-Century of Aviation Reauthorization Act, as amended. Customer represents, warrants, and covenants that: (a) the



technical information (and any related materials) received from FSTAT will not be (i) used by or shared with any individual or entity of the government of the Crimea region of Ukraine, Cuba, Iran, North Korea, Sudan, or Syria or any other countries or regions for which the United States maintains a comprehensive sanctions program; or (ii) any individual, organization, or entity included on the U.S. list of restricted or prohibited persons or entities (including, without limitation, the U.S. Office of Foreign Assets Control List of Specially Designated Nationals and Blocked Persons, U.S. Bureau of Industry and Security – BIS-Entity List, BIS List of Denied Persons, BIS Unverified List, U.S. Directorate of Defense Trade Controls list of Debarred Parties, and similar and applicable lists issued by the European Union; (b) it is not under the control of, or a national or resident of, any embargoed country or region or listed as a restricted or prohibited person on any of the above lists; (c) to the extent applicable, it complies with (i) the United States Foreign Corrupt Practices Act of 1977, as amended (the “FCPA”), (ii) the UK Bribery Act 2010 (the “UKBA”), and (iii) all other similar or equivalent anticorruption and/or anti-bribery laws applicable to Customer (collectively, the “**Anti-Corruption Laws**”); and (d) it will not, without FSTAT’s express prior written consent, resell any of the Services. Without limiting the generality of the foregoing, Customer shall, and shall cause its representatives to, comply with the Anti-Corruption Laws, including maintaining and complying with all policies, procedures and controls to ensure continued compliance with all applicable Anti-Corruption Laws. Customer and its personnel shall comply with any policies and procedures of FSTAT of which FSTAT may provide Customer with reasonable advance notice and shall execute and/or cause its personnel to execute any acknowledgement, certifications or other documents in connection therewith.

8. **Indemnification.** Customer hereby agrees to indemnify, defend (with competent and experienced counsel reasonably acceptable to FSTAT) and hold harmless FSTAT and its affiliates, and their respective shareholders, directors, officers, employees, and agents (the “**FSTAT Indemnified Parties**”) from and against any claims, liabilities, rights, demands, suits, matters, obligations, damages, losses, actions or causes of action, of every kind and description, in law or equity, whether based in tort, contract, or any other theory of legal recovery (each, a “**Claim**”) relating to or arising out of (a) acts or omissions of Customer or its officers, directors, employees or agents in the performance of Customer’s obligations under this Agreement, (b) a breach of this Agreement by Customer or Customer’s failure to ensure compliance of a Client’s obligations, or (c) incidents or accidents of any nature involving aircraft controlled by or utilized by any Customer, its clients or representatives including any damage to aircraft. Customer agrees that its obligation hereunder includes payment of reasonable legal fees, costs and disbursements incident to establishing the right to indemnification.
9. **Limitation on Liability.** IN NO EVENT SHALL FSTAT BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, MULTIPLE, OR PUNITIVE DAMAGES OR ANY DAMAGE DEEMED INDIRECT OR CONSEQUENTIAL AND ARISING OUT OF OR RELATED TO ITS PERFORMANCE UNDER THIS AGREEMENT, WHETHER BASED UPON BREACH OF CONTRACT, WARRANTY, INDEMNITY, NEGLIGENCE AND WHETHER GROUNDED IN TORT, CONTRACT OR CIVIL LAW OR OTHER THEORIES OF LIABILITY, INCLUDING STRICT LIABILITY. IN NO EVENT SHALL THE TOTAL CUMULATIVE LIABILITY OF FSTAT FOR THE PERFORMANCE OR BREACH OF THIS AGREEMENT EXCEED THE PRICE PAYABLE FOR THE SERVICES BY CUSTOMER. Nothing in this Section 9 excludes or limits liability of FSTAT if such liability may not be excluded or limited by law.
10. **Confidentiality.** The parties agree to hold the terms of the Services Agreement and all information provided by either party regarding such party’s business and operations in strict confidence and not to disclose them to any other person. All confidential information provided under this Agreement shall be used solely for the purposes of the Services and shall not be disclosed to any third party without the prior consent of such providing party. The foregoing shall not be applicable to information that is publicly available when provided or which thereafter becomes publicly available other than in contravention of this [Section 10](#) or which is required to be disclosed by any regulatory authority in the lawful and appropriate exercise of its jurisdiction over a party, any auditor of the parties hereto, by judicial or administrative process or otherwise by applicable law or regulation.
11. **Personal Data.** For purposes of this Agreement: “**Data Laws**” include any applicable data privacy, data protection, data security, or data breach notification law, rule, or regulation; and “**Personal Information**” means information that identifies or can reasonably be used by the anticipated recipient to identify a natural person, or is otherwise regulated as personal information under any applicable Data Law. Customer retains control of Personal Information and remains responsible for its compliance obligations under the applicable Data Laws, including providing any required notices and obtaining any required consents, and for the instructions regarding the Personal Information that Customer gives to FSTAT. FSTAT will collect only the Personal Information



necessary to provide and improve the Services and will use such information in accordance with its Privacy Statement, available at <https://www.flightsafety.com/privacy-statement/>.

12. **Professional Conduct.** As part of Services provided under this Agreement, it is FSTAT's expectation that both parties will maintain professional conduct and treat each other with respect and dignity throughout the course of this Agreement.
13. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the United States and the State of Delaware. Any legal action arising out of or relating to this Agreement will be instituted exclusively in the U.S. federal or state courts located in Sedgwick County, Kansas. The parties waive all rights to a jury trial.
14. **Miscellaneous.** Customer may not assign or delegate any of its rights or obligations under this Agreement, without the written consent of an authorized FSTAT representative. FSTAT may assign freely this Agreement with written notice to Customer. This Agreement binds and benefits the parties and their respective permitted successors and assigns. Other than routine communications made in the ordinary course of performing any obligations under this Agreement, all notices or other communications required or permitted to be given under this Agreement must be in writing. In case any provision in this Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction all other valid, legal, and enforceable terms will remain in effect. This Agreement constitutes the final agreement between the parties on the matters contained herein and supersedes all prior and contemporaneous negotiations and agreements between the parties. The failure of either party at any time to require the performance by the other party of any term of this Agreement will not affect such party's right thereafter to enforce the same, nor shall the waiver by either party of any breach of any agreement, term, covenant or condition hereof be held to be a waiver of any succeeding breach of any such agreement, term, covenant and condition itself.
15. **Force Majeure.** FSTAT shall not be responsible for a failure or delay of obligations under this Agreement to the extent performance of such obligation is prevented or delayed by reason of breakdown, accident, casualties, acts of God, riots, insurrection, war (declared or undeclared), terrorism, terrorist threats, or other criminal conduct or civil unrest, fire, flood, severe weather, sabotage, epidemic, pandemic or a similar global health crisis, strikes, lock-outs, or labor or civil disturbances, actions of governmental authorities, governmental requests, restrictions, laws, regulations, orders, omissions or actions, restraints or delays impacting power, storage, transportation, or supplies, such as telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials, embargoes, or unforeseen circumstances or any other similar or dissimilar events or causes beyond FSTAT's reasonable control. In the event a force majeure event is, in FSTAT's reasonable opinion, likely to last in excess of 90 days, FSTAT may, in its discretion and with no further obligations or liabilities, terminate this Agreement effective upon the date of written notice to Customer.

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**VENDOR CONTRACT ADDENDUM TO
ONE TIME AGREEMENT FOR TRAINING
BY AND BETWEEN
THE TEXAS A&M UNIVERSITY SYSTEM OFFICES
AND
FLIGHTSAFETY TEXTRON AVIATION TRAININGS, LLC**

This addendum (“Addendum”) amends and supplements the **One Time Agreement for Training** (“Agreement”) between the **System Offices of The Texas A&M University System**, a member of The Texas A&M University System (“A&M System”) and an agency of the State of Texas (“MEMBER”), and **FlightSafety Textron Aviation Training**, a Delaware **limited liability company**, dated November 1, 2023 (“PROVIDER”). All terms used herein and not otherwise defined shall have the same meaning as in the Agreement. MEMBER and PROVIDER may be individually referred to as “Party” or collectively referred to as “Parties.” Both Parties agree that the Agreement is hereby amended and supplemented as follows:

1. This Addendum is incorporated into the Agreement and in the event of any conflict in the terms of the Agreement and the terms of this Addendum, the terms of this Addendum shall in all aspects govern and control.
2. The following language is added to the Agreement:

Prompt Pay. MEMBER’s payment shall be made in accordance with Chapter 2251, Texas Government Code (the “Texas Prompt Payment Act”), which shall govern remittance of payment and remedies for late payment and non-payment.

State Auditor’s Office. PROVIDER understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor’s Office, or any successor agency (collectively, “Auditor”), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), Texas Education Code. PROVIDER agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. PROVIDER will include this provision in all contracts with permitted subcontractors.

Payment of Debt or Delinquency to the State. Pursuant to Sections 2107.008 and 2252.903, Texas Government Code, PROVIDER agrees that any payments owing to PROVIDER under this Agreement may be applied directly toward certain debts or delinquencies that PROVIDER owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

Loss of Funding. Performance by MEMBER under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the “Legislature”). If the Legislature fails to appropriate or allot the necessary funds, MEMBER will issue written notice to PROVIDER and MEMBER may terminate this Agreement without further duty or obligation hereunder. PROVIDER acknowledges that appropriation of funds is beyond the control of MEMBER. In the event of a termination or cancellation under this Section, MEMBER will not be

liable to PROVIDER for any damages that are caused or associated with such termination or cancellation.

Public Information. PROVIDER acknowledges that MEMBER is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. Upon MEMBER's written request, and at no cost to MEMBER, PROVIDER will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of MEMBER to MEMBER in a non-proprietary format reasonably acceptable to MEMBER that is accessible by the public. PROVIDER acknowledges that MEMBER may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and PROVIDER agrees that this Agreement can be terminated if PROVIDER knowingly or intentionally fails to comply with a requirement of that subchapter.

Dispute Resolution. To the extent that Chapter 2260, Texas Government Code is applicable to this Agreement, the dispute resolution process provided in Chapter 2260, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by MEMBER and PROVIDER to attempt to resolve any claim for breach of contract made by PROVIDER that cannot be resolved in the ordinary course of business. PROVIDER shall submit written notice of a claim of breach of contract under this Chapter to the Contracts Officer of MEMBER, who shall examine PROVIDER's claim and any counterclaim and negotiate with PROVIDER in an effort to resolve the claim. This provision and nothing in this Agreement waives MEMBER's sovereign immunity to suit or liability, and MEMBER has not waived its right to seek redress in the courts.

Compliance with Laws. Each Party hereto shall comply with all federal, state, and local laws, rules, and regulations applicable to the performance of its obligations under this Agreement.

Export Controls.

Each Party shall comply with U.S. export control regulations. If either Party desires to disclose to the other Party any information, technology, or data that is identified on any U.S. export control list, the disclosing Party shall advise the other Party at or before the time of intended disclosure and may not provide export-controlled information to the other Party without the written consent of the other Party. PROVIDER certifies that none of its personnel participating in the activities under this Agreement is a "restricted party" as listed on the Denied Persons List, Entity List, and Unverified List (U.S. Department of Commerce), the Debarred Parties Lists (U.S. Department of State), the Specially Designated Nationals and Blocked Persons List (U.S. Department of Treasury), or any similar governmental lists.

Insurance. PROVIDER shall obtain and maintain, for the duration of this Agreement, the minimum insurance coverage set forth on Appendix A hereof.

Termination. MEMBER may terminate this Agreement for no cause on thirty (30) days' written notice to PROVIDER. Furthermore, any provision automatically renewing or extending the term of this Agreement shall have no effect or be enforceable against MEMBER under this Agreement.

Refund of Deposit/Prepayment. In the event this Agreement is canceled and/or terminated by PROVIDER for reason not attributable to MEMBER or if canceled and/or terminated by MEMBER for default of performance by PROVIDER, then within thirty (30) days after cancellation and/or termination, PROVIDER will reimburse MEMBER for all advance payments paid by MEMBER to PROVIDER that were (a) not earned by PROVIDER prior to cancellation and/or termination, or (b) for goods or services that the MEMBER did not receive from PROVIDER prior to cancellation and/or termination.

Franchise Tax Certification. If PROVIDER is a taxable entity subject to the Texas Franchise Tax (Chapter 171, Texas Tax Code), then PROVIDER certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that PROVIDER is exempt from the payment of franchise (margin) taxes.

Certification Regarding Business with Certain Countries and Organizations. To the extent that pursuant to Subchapter F, Chapter 2252, Texas Government Code, is applicable to this Agreement, PROVIDER certifies that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. PROVIDER acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

Prior Employment. PROVIDER acknowledges that Section 2252.901, Texas Government Code, prohibits MEMBER from using state appropriated funds to enter into an employment contract, a professional services contract under Chapter 2254, or a consulting services contract under Chapter 2254 with individual who has been previously employed by MEMBER during the twelve (12) month period immediately prior to the effective date of the Agreement.

Conflict of Interest. PROVIDER certifies, to the best of their knowledge and belief, that no member of the A&M System Board of Regents, or any officer of MEMBER or the A&M System, has a direct or indirect financial interest in PROVIDER or in the transaction that is the subject of the Agreement.

Not Eligible for Rehire. PROVIDER is responsible for ensuring that its employees involved in any work being performed for MEMBER under this Agreement have not been designated as "Not Eligible for Rehire" as defined in A&M System policy 32.02, Discipline and Dismissal of Employees, Section 4 ("NEFR Employee"). In the event MEMBER becomes aware that PROVIDER has a NEFR Employee involved in any work being performed under this Agreement, MEMBER will have the sole right to demand removal of such NEFR Employee from work being performed under this Agreement. Non-conformance to this requirement may be grounds for termination of this Agreement by MEMBER.

Use of Name. Each Party acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that Party (its "Marks"),

including all goodwill pertaining to the Marks, are the sole property of that Party. Neither Party may use the Marks of the other without the advance written consent of that Party in each case, except that each Party may use the name of the other Party in factual statements that, in context, are not misleading.

Independent Contractor. Notwithstanding any provision of this Agreement to the contrary, the Parties hereto are independent contractors. No employer-employee, partnership, agency, or joint venture relationship is created by this Agreement or by PROVIDER's service to MEMBER. As an independent contractor, PROVIDER is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to workers' compensation insurance. Except as specifically required under the terms of this Agreement, PROVIDER (and its representatives, agents, employees and subcontractors) will not represent themselves to be an agent or representative of MEMBER or the A&M System.

Non-Assignment. PROVIDER shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of MEMBER.

Representations & Warranties. If PROVIDER is a business entity, PROVIDER warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of PROVIDER has been duly authorized to act for and bind PROVIDER.

Force Majeure. Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement if and to the extent such failure or delay is caused by or results from causes beyond the affected Party's reasonable control, including, but not limited to, acts of God, strikes, riots, flood, fire, epidemics, natural disaster, embargoes, war, insurrection, terrorist acts or any other circumstances of like character; provided, however, that the affected Party has not caused such force majeure event(s), shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure, including describing the force majeure event(s) and the actions taken to minimize the impact of such event(s).

Notices. Any notice required or permitted under this Agreement must be in writing, and shall be deemed given: (a) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (d) on the date of delivery if delivered personally. MEMBER and PROVIDER can change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

MEMBER:

The Texas A&M University System

301 Tarrow St., Suite 273
College Station, Texas 77840
Attention: Jeff Zimmermann
Phone: (979) 458-6410
Fax: (979) 458-6250
E-mail: jzimmermann@tamus.edu

PROVIDER: FlightSafety Textron Aviation Training, LLC
3100 Easton Square Pl
Suite 100 Columbus, OH 43219 USA.
Phone 1-866-228-1581
Attention: Dara Ward or Rick Duplechin
Phone: 302-887-0213 or 214-532-5364
Email: dara.ward@flightsafety.com or rick.duplechin@flightsafety.com

Governing Law and Venue. The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, nonperformance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas. Pursuant to Section 85.18(b), Texas Education Code, mandatory venue for all legal proceedings against MEMBER is to be in the county in which the principal office of MEMBER's governing officer is located.

Limitations. As an agency of the state of Texas, there are constitutional and statutory limitations on the authority of MEMBER to enter into certain terms and conditions of this Agreement, including, but not limited to, those terms and conditions relating to liens on MEMBER's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"). Terms and conditions related to the Limitations will not be binding on MEMBER except to the extent authorized by the Constitution and the laws of the state of Texas. Neither the execution of this Agreement by MEMBER nor any other conduct, action, or inaction of any representative of MEMBER relating to this Agreement constitutes or is intended to constitute a waiver or relinquishment of MEMBER's or the state's right to claim such exemptions, remedies, privileges, and immunities as may be provided by law, including the sovereign immunity of MEMBER.

Severability. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal, and unenforceable provision had never been contained herein. The Parties agree that any alterations, additions, or deletions to the provisions of the Agreement that are required by changes in federal or state law or regulations are automatically incorporated into the Agreement without written amendment hereto and shall become effective on the date designated by such law or by regulation.

Survival. Any provision of this Agreement that may reasonably be interpreted as being intended by the Parties to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.

Entire Agreement. This Addendum and the Agreement constitutes the entire and only agreement between the Parties hereto and supersedes any prior understanding, written or oral agreements between the Parties, or “side deals” which are not described in this Agreement. This Agreement may be amended only by a subsequent written agreement signed by authorized representatives of both Parties.

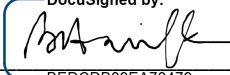
Prohibition on Contracts Related to Persons Involved in Human Trafficking. Under Section 2155.0061, Government Code, the PROVIDER certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

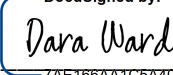
ACCEPTED & AGREED:



The Texas A&M University System

FlightSafety Textron Aviation Training, LLC

By: 
BECDCB89EA78479...

By: 
7AE166AA1C5A40C...

Name: Billy Hamilton

Name: Dara ward

Title: Deputy Chancellor

Title: Account Manager

Date: 9/20/2023

Date: 9/20/2023

APPENDIX A

A. PROVIDER shall obtain and maintain, for the duration of this Agreement or longer, the minimum insurance coverage set forth below. All coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code and have a financial strength rating of A- or better and a financial strength rating of VII or better as measured by A.M. Best Company or otherwise acceptable to MEMBER. By requiring such minimum insurance, MEMBER shall not be deemed or construed to have assessed the risk that may be applicable to PROVIDER under this Agreement. PROVIDER shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. PROVIDER is not relieved of any liability or other obligations assumed pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. No policy will be canceled without unconditional written notice to MEMBER at least ten days before the effective date of the cancellation.

1. **Worker's Compensation**

Worker's compensation insurance with the following minimum limits of coverage:

Statutory Benefits (Coverage A)	Statutory
Employers Liability (Coverage B)	\$1,000,000 Each Accident
	\$1,000,000 Disease/Employee
	\$1,000,000 Disease/Policy Limit

Workers' compensation policy must include under Item 3.A., on the information page of the workers' compensation policy, the state in which work is to be performed for MEMBER. Workers' compensation insurance is required, and no "alternative" forms of insurance will be permitted.

2. **Automobile Liability**

Business auto liability insurance covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 single limit of liability per accident for bodily injury and property damage;

3. **Commercial General Liability**

Commercial general liability insurance with the following minimum limits of coverage:

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products / Completed Operations	\$1,000,000
Personal / Advertising Injury	\$1,000,000
Damage to rented Premises	\$300,000
Medical Payments	\$5,000

The required commercial general liability policy must be issued on a form that insures PROVIDER's or its subcontractors' liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement.

4. **Umbrella Liability Insurance** \$5,000,000

- B. PROVIDER shall deliver to MEMBER evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all insurance prior to the execution and delivery of this Agreement and prior to the performance of any services by PROVIDER under this Agreement. PROVIDER shall provide additional evidence of insurance on a Texas Department of Insurance approved certificate form verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.
- C. Commercial General Liability and Auto Liability policies must be endorsed to name The Texas A&M University System Board of Regents ("Board of Regents"), The Texas A&M University System ("A&M System") and MEMBER as additional insureds up to the actual liability limits of the policies maintained by PROVIDER. The commercial general liability additional insured endorsements must include on-going and completed operations afforded by CG 20 10 (10 01 Edition or equivalent) and CG 20 37 (10 01 Edition or equivalent). Commercial general liability and business auto liability policies must be written on a primary and non-contributory basis. Copies of each endorsement must be submitted with the certificate of insurance. The Umbrella policy, at minimum, must follow form.
- D. All insurance policies must be endorsed to provide a waiver of subrogation in favor of the Board of Regents and MEMBER.
- E. All insurance policies will be endorsed to require the insurance carrier providing coverage to send notice to MEMBER ten (10) days prior to the effective date of cancellation, material change, or non-renewal relating to any insurance policy.
- F. Any deductible or self-insured retention must be declared to and approved by MEMBER prior to the performance of any services by PROVIDER under this Agreement. PROVIDER shall pay any deductible or self-insured retention for any loss. All deductibles and self-insured retentions must be shown on the certificates of insurance.
- G. Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be emailed to the following MEMBER contact: SOProurement@tamus.edu.
- H. The insurance coverage required by this Agreement must be kept in force until all services have been fully performed and accepted by MEMBER in writing.



FlightSafety Textron Aviation Training Full Service Agreement for Training

This Agreement made effective this **1** day of **November, 2023**, between **FlightSafety Textron Aviation Training, LLC.** and its subsidiaries ("FSTAT") and **Texas A & M University System**, Account number **1668**, hereinafter referred to as the Customer. Whereas the Customer is desirous of utilizing and FSTAT is willing to furnish training services for the customer's personnel as follows:

Year	Course Description	No of Clients	Price per Client	Currency	Pricing Validity
Year 01	Citation XLS, Initial Pilot	01	34,000.00	USD	11/01/2023 -
	Citation XLS, Recurrent Pilot	03	23,100.00	USD	10/30/2024
Year 02	Citation XLS, Initial Pilot	01	35,700.00	USD	10/31/2024 -
	Citation XLS, Recurrent Pilot	03	24,275.00	USD	10/30/2025

Term of Agreement
Payment Plan

November 01, 2023, to October 31, 2025
Net 30 unless other terms have been established

Additional Terms Agreed to under this Agreement:

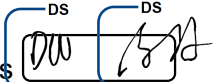
Full Service Training Terms:

Customer agrees to all FlightSafety Textron Aviation Training, LLC Agreement Terms and Conditions of Sale dated 01/01/2023, available at: www.flightsafety.com/fstat-terms/. Such Terms and Conditions are incorporated herein by reference.

Full Service Pilot training includes training on the specific aircraft, systems and procedures for the safe operation of a standard model aircraft, any optional equipment, specific airport or customized procedure training that leads to certification may be subject to additional cost.

Pilots who do not complete the full term of a Full Service Training Contract in the cases where the pilot has taken one (1) training event during his/her enrollment period, the charge will be the appropriate One-Time course price with the remaining balance available as credit. If the pilot has taken two (2) or more training events during his/her enrollment period, no credit will be issued. The minimum enrollment of each crew member shall be for a period of two (2) years from the first date of training. This Agreement shall automatically renew year to year.

This Agreement provides initial or recurrent training on a primary aircraft, as well as recurrent training on a secondary aircraft, so long as the program cost for the secondary aircraft is equal to or less than the cost of the primary aircraft program. If initial training is required on a secondary aircraft program of equal or lesser cost, it will be billed at fifty percent (50%) of the then current One-Time price for that program. Third and subsequent Initial programs will be billed at the One Time List rate. If a pilot elects to take Initial or Recurrent One-Time training for a third aircraft type, the highest priced program shall be billed as the primary aircraft and the lowest cost program

Initials 



shall be billed at fifty percent (50%) of the then current price of that program. In the event that a pilot requests training on more than three aircraft types, pricing will be at FSTAT retail rates for the additional aircraft types.

If initial training on the secondary aircraft is a higher priced program, an upgrade is required. A pilot can upgrade to a higher-priced program at any time by paying the difference between the two programs. If the second initial is a higher-priced program, Customer shall pay the difference between the two initial programs and fifty percent (50%) of the then current One-Time price for the lower cost program. The Enrollment Date of the new program will remain the same as the original program.

FlightSafety Textron Aviation Training, LLC
By

Texas A & M University System, Account No. 1668
By



Dara Ward, Account Manager

Billy Hamilton

Deputy Chancellor

Print Name/Title
DocuSigned by:

Dara Ward

7AE188111051488...
Signature

9/20/2023

Date

Print Name/Title
DocuSigned by:

Billy Hamilton

BEDCDB09CA70479...
Signature

9/20/2023

Date

Initials

**VENDOR CONTRACT ADDENDUM TO
FULL SERVICE AGREEMENT FOR TRAINING
BY AND BETWEEN
THE TEXAS A&M UNIVERSITY SYSTEM OFFICES
AND
FLIGHTSAFETY TEXTRON AVIATION TRAININGS, LLC**

This addendum (“Addendum”) amends and supplements the **Full Service Agreement for Training** (“Agreement”) between the **System Offices of The Texas A&M University System**, a member of The Texas A&M University System (“A&M System”) and an agency of the State of Texas (“MEMBER”), and **FlightSafety Textron Aviation Training**, a Delaware **limited liability company**, dated November 1, 2023 (“PROVIDER”). All terms used herein and not otherwise defined shall have the same meaning as in the Agreement. MEMBER and PROVIDER may be individually referred to as “Party” or collectively referred to as “Parties.” Both Parties agree that the Agreement is hereby amended and supplemented as follows:

1. This Addendum is incorporated into the Agreement and in the event of any conflict in the terms of the Agreement and the terms of this Addendum, the terms of this Addendum shall in all aspects govern and control.
2. The following language is added to the Agreement:

Prompt Pay. MEMBER’s payment shall be made in accordance with Chapter 2251, Texas Government Code (the “Texas Prompt Payment Act”), which shall govern remittance of payment and remedies for late payment and non-payment.

State Auditor’s Office. PROVIDER understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor’s Office, or any successor agency (collectively, “Auditor”), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), Texas Education Code. PROVIDER agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. PROVIDER will include this provision in all contracts with permitted subcontractors.

Payment of Debt or Delinquency to the State. Pursuant to Sections 2107.008 and 2252.903, Texas Government Code, PROVIDER agrees that any payments owing to PROVIDER under this Agreement may be applied directly toward certain debts or delinquencies that PROVIDER owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

Loss of Funding. Performance by MEMBER under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the “Legislature”). If the Legislature fails to appropriate or allot the necessary funds, MEMBER will issue written notice to PROVIDER and MEMBER may terminate this Agreement without further duty or obligation hereunder. PROVIDER acknowledges that appropriation of funds is beyond the control of MEMBER. In the event of a termination or cancellation under this Section, MEMBER will not be

liable to PROVIDER for any damages that are caused or associated with such termination or cancellation.

Public Information. PROVIDER acknowledges that MEMBER is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. Upon MEMBER's written request, and at no cost to MEMBER, PROVIDER will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of MEMBER to MEMBER in a non-proprietary format reasonably acceptable to MEMBER that is accessible by the public. PROVIDER acknowledges that MEMBER may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and PROVIDER agrees that this Agreement can be terminated if PROVIDER knowingly or intentionally fails to comply with a requirement of that subchapter.

Dispute Resolution. To the extent that Chapter 2260, Texas Government Code is applicable to this Agreement, the dispute resolution process provided in Chapter 2260, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by MEMBER and PROVIDER to attempt to resolve any claim for breach of contract made by PROVIDER that cannot be resolved in the ordinary course of business. PROVIDER shall submit written notice of a claim of breach of contract under this Chapter to the Contracts Officer of MEMBER, who shall examine PROVIDER's claim and any counterclaim and negotiate with PROVIDER in an effort to resolve the claim. This provision and nothing in this Agreement waives MEMBER's sovereign immunity to suit or liability, and MEMBER has not waived its right to seek redress in the courts.

Compliance with Laws. Each Party hereto shall comply with all federal, state, and local laws, rules, and regulations applicable to the performance of its obligations under this Agreement.

Export Controls.

Each Party shall comply with U.S. export control regulations. If either Party desires to disclose to the other Party any information, technology, or data that is identified on any U.S. export control list, the disclosing Party shall advise the other Party at or before the time of intended disclosure and may not provide export-controlled information to the other Party without the written consent of the other Party. PROVIDER certifies that none of its personnel participating in the activities under this Agreement is a "restricted party" as listed on the Denied Persons List, Entity List, and Unverified List (U.S. Department of Commerce), the Debarred Parties Lists (U.S. Department of State), the Specially Designated Nationals and Blocked Persons List (U.S. Department of Treasury), or any similar governmental lists.

HUB Subcontracting Plan. It is the policy of the state of Texas and MEMBER to encourage the use of Historically Underutilized Businesses ("HUB") in our contracts, purchasing transactions and through subcontracting opportunities. The goal of the HUB program is to promote equal access and equal opportunity to HUB vendors in MEMBER contracting and purchasing. PROVIDER has indicated it will not subcontract any of its duties or obligations under this Agreement. If

PROVIDER will subcontract any of its duties and obligations under this Agreement, PROVIDER will be required to provide prior written notice to MEMBER and make a good faith effort to submit a HUB subcontracting plan as required under Section 20.285 of the Texas Administrative Code.

Insurance. PROVIDER shall obtain and maintain, for the duration of this Agreement, the minimum insurance coverage set forth on Appendix A hereof.

Termination. MEMBER may terminate this Agreement for no cause on thirty (30) days' written notice to PROVIDER. Furthermore, any provision automatically renewing or extending the term of this Agreement shall have no effect or be enforceable against MEMBER under this Agreement.

Refund of Deposit/Prepayment. In the event this Agreement is canceled and/or terminated by PROVIDER for reason not attributable to MEMBER or if canceled and/or terminated by MEMBER for default of performance by PROVIDER, then within thirty (30) days after cancellation and/or termination, PROVIDER will reimburse MEMBER for all advance payments paid by MEMBER to PROVIDER that were (a) not earned by PROVIDER prior to cancellation and/or termination, or (b) for goods or services that the MEMBER did not receive from PROVIDER prior to cancellation and/or termination.

Franchise Tax Certification. If PROVIDER is a taxable entity subject to the Texas Franchise Tax (Chapter 171, Texas Tax Code), then PROVIDER certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that PROVIDER is exempt from the payment of franchise (margin) taxes.

Certification Regarding Business with Certain Countries and Organizations. To the extent that pursuant to Subchapter F, Chapter 2252, Texas Government Code, is applicable to this Agreement, PROVIDER certifies that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. PROVIDER acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

Prior Employment. PROVIDER acknowledges that Section 2252.901, Texas Government Code, prohibits MEMBER from using state appropriated funds to enter into an employment contract, a professional services contract under Chapter 2254, or a consulting services contract under Chapter 2254 with individual who has been previously employed by MEMBER during the twelve (12) month period immediately prior to the effective date of the Agreement.

Conflict of Interest. PROVIDER certifies, to the best of their knowledge and belief, that no member of the A&M System Board of Regents, or any officer of MEMBER or the A&M System, has a direct or indirect financial interest in PROVIDER or in the transaction that is the subject of the Agreement.

Not Eligible for Rehire. PROVIDER is responsible for ensuring that its employees involved in any work being performed for MEMBER under this Agreement have not been designated as "Not Eligible for Rehire" as defined in A&M System policy 32.02, Discipline and Dismissal of Employees, Section 4 ("NEFR Employee"). In the event MEMBER becomes aware that PROVIDER has a NEFR Employee involved in any work being performed under this Agreement,

MEMBER will have the sole right to demand removal of such NEFR Employee from work being performed under this Agreement. Non-conformance to this requirement may be grounds for termination of this Agreement by MEMBER.

Use of Name. Each Party acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that Party (its "Marks"), including all goodwill pertaining to the Marks, are the sole property of that Party. Neither Party may use the Marks of the other without the advance written consent of that Party in each case, except that each Party may use the name of the other Party in factual statements that, in context, are not misleading.

Independent Contractor. Notwithstanding any provision of this Agreement to the contrary, the Parties hereto are independent contractors. No employer-employee, partnership, agency, or joint venture relationship is created by this Agreement or by PROVIDER's service to MEMBER. As an independent contractor, PROVIDER is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to workers' compensation insurance. Except as specifically required under the terms of this Agreement, PROVIDER (and its representatives, agents, employees and subcontractors) will not represent themselves to be an agent or representative of MEMBER or the A&M System.

Non-Assignment. PROVIDER shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of MEMBER.

Representations & Warranties. If PROVIDER is a business entity, PROVIDER warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of PROVIDER has been duly authorized to act for and bind PROVIDER.

Force Majeure. Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement if and to the extent such failure or delay is caused by or results from causes beyond the affected Party's reasonable control, including, but not limited to, acts of God, strikes, riots, flood, fire, epidemics, natural disaster, embargoes, war, insurrection, terrorist acts or any other circumstances of like character; provided, however, that the affected Party has not caused such force majeure event(s), shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure, including describing the force majeure event(s) and the actions taken to minimize the impact of such event(s).

Notices. Any notice required or permitted under this Agreement must be in writing, and shall be deemed given: (a) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by email transmission with electronic

confirmation of receipt by the party being notified, or (d) on the date of delivery if delivered personally. MEMBER and PROVIDER can change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

MEMBER: The Texas A&M University System
301 Tarrow St., Suite 273
College Station, Texas 77840
Attention: Jeff Zimmermann
Phone: (979) 458-6410
Fax: (979) 458-6250
E-mail: jzimmermann@tamus.edu

PROVIDER: FlightSafety Textron Aviation Training, LLC
3100 Easton Square Pl
Suite 100 Columbus, OH 43219 USA.
Phone 1-866-228-1581
Attention: Dara Ward or Rick Duplechin
Phone: 302-887-0213 or 214-532-5364
Email: dara.ward@flightsafety.com or rick.duplechin@flightsafety.com

Governing Law and Venue. The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, nonperformance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas. Pursuant to Section 85.18(b), Texas Education Code, mandatory venue for all legal proceedings against MEMBER is to be in the county in which the principal office of MEMBER's governing officer is located.

Limitations. As an agency of the state of Texas, there are constitutional and statutory limitations on the authority of MEMBER to enter into certain terms and conditions of this Agreement, including, but not limited to, those terms and conditions relating to liens on MEMBER's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"). Terms and conditions related to the Limitations will not be binding on MEMBER except to the extent authorized by the Constitution and the laws of the state of Texas. Neither the execution of this Agreement by MEMBER nor any other conduct, action, or inaction of any representative of MEMBER relating to this Agreement constitutes or is intended to constitute a waiver or relinquishment of MEMBER's or the state's right to claim such exemptions, remedies, privileges, and immunities as may be provided by law, including the sovereign immunity of MEMBER.

Severability. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal, and unenforceable provision had never been contained herein. The

Parties agree that any alterations, additions, or deletions to the provisions of the Agreement that are required by changes in federal or state law or regulations are automatically incorporated into the Agreement without written amendment hereto and shall become effective on the date designated by such law or by regulation.

Survival. Any provision of this Agreement that may reasonably be interpreted as being intended by the Parties to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.

Entire Agreement. This Addendum and the Agreement constitutes the entire and only agreement between the Parties hereto and supersedes any prior understanding, written or oral agreements between the Parties, or “side deals” which are not described in this Agreement. This Agreement may be amended only by a subsequent written agreement signed by authorized representatives of both Parties.

Prohibition on Contracts Related to Persons Involved in Human Trafficking. Under Section 2155.0061, Government Code, the PROVIDER certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

Certification Regarding Boycotting Israel. To the extent that Chapter 2271, Texas Government Code, is applicable to this Agreement, PROVIDER certifies that (a) it does not currently boycott Israel, and (b) it will not boycott Israel during the term of this Agreement. PROVIDER acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

Certification as to Discrimination Against Firearm Entities. To the extent that Chapter 2274, Texas Government Code, is applicable to this Agreement, PROVIDER verifies that (a) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (b) it will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. PROVIDER acknowledges this Agreement may be terminated and payment withheld if this verification is inaccurate.

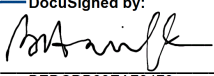
Certification as to Boycotting Energy Companies. To the extent that Chapter 2274, Texas Government Code, is applicable to this Agreement, PROVIDER verifies that (a) it does not boycott energy companies, and (b) it will not boycott energy companies during the term of this Agreement. PROVIDER acknowledges this Agreement may be terminated and payment withheld if this verification is inaccurate.

ACCEPTED & AGREED:



The Texas A&M University System

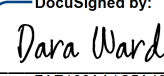
FlightSafety Textron Aviation Training, LLC

By: ^{DocuSigned by:} 
BECDCB89EA78479...

Name: Billy Hamilton

Title: Deputy Chancellor

Date: 9/20/2023

By: ^{DocuSigned by:} 
7AE166AA1C5A40C...

Name: Dara ward

Title: Account Manager

Date: 9/20/2023

APPENDIX A

A. PROVIDER shall obtain and maintain, for the duration of this Agreement or longer, the minimum insurance coverage set forth below. All coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code and have a financial strength rating of A- or better and a financial strength rating of VII or better as measured by A.M. Best Company or otherwise acceptable to MEMBER. By requiring such minimum insurance, MEMBER shall not be deemed or construed to have assessed the risk that may be applicable to PROVIDER under this Agreement. PROVIDER shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. PROVIDER is not relieved of any liability or other obligations assumed pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. No policy will be canceled without unconditional written notice to MEMBER at least ten days before the effective date of the cancellation.

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2. **Automobile Liability**

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Damage to rented Premises	\$300,000
Medical Payments	\$5,000

The required commercial general liability policy must be issued on a form that insures PROVIDER's or its subcontractors' liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement.

4. **Umbrella Liability Insurance** \$5,000,000

- B. PROVIDER shall deliver to MEMBER evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all insurance prior to the execution and delivery of this Agreement and prior to the performance of any services by PROVIDER under this Agreement. PROVIDER shall provide additional evidence of insurance on a Texas Department of Insurance approved certificate form verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.
- C. Commercial General Liability and Auto Liability policies must be endorsed to name The Texas A&M University System Board of Regents (“Board of Regents”), The Texas A&M University System (“A&M System”) and MEMBER as additional insureds up to the actual liability limits of the policies maintained by PROVIDER. The commercial general liability additional insured endorsements must include on-going and completed operations afforded by CG 20 10 (10 01 Edition or equivalent) and CG 20 37 (10 01 Edition or equivalent). Commercial general liability and business auto liability policies must be written on a primary and non-contributory basis. Copies of each endorsement must be submitted with the certificate of insurance. The Umbrella policy, at minimum, must follow form.
- D. All insurance policies must be endorsed to provide a waiver of subrogation in favor of the Board of Regents and MEMBER.
- E. All insurance policies will be endorsed to require the insurance carrier providing coverage to send notice to MEMBER ten (10) days prior to the effective date of cancellation, material change, or non-renewal relating to any insurance policy.
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- G. Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be emailed to the following MEMBER contact: SOProurement@tamus.edu.
- H. The insurance coverage required by this Agreement must be kept in force until all services have been fully performed and accepted by MEMBER in writing.