



THE WORLD FUEL SERVICES GENERAL SOFTWARE LICENSE TERMS AND CONDITIONS

ARTICLE 1 – SCOPE OF SERVICES

These General Software License Terms and Conditions (the “Software License Terms and Conditions”) are entered into between the entity identified in the Order (as defined below); (“Licensee”, “you” or “your”) and World Fuel Services, Inc. or one of its affiliates (as set forth on an Order) (“World Fuel”). The Agreement (as defined below) is effective as of the date (“Effective Date”) you either sign a World Fuel Services, Inc. Customer Order Form (“Order Form”) that is counter-signed by World Fuel or when you acquire the Software pursuant to a quote or invoice, by using the Software (as defined below). You acknowledge and agree that your use of the Software constitutes your consent to be bound to the Agreement. The “Agreement” is comprised of these Software License Terms and Conditions, which incorporate by reference the following documents: (a) World Fuel Services Aviation Group of Companies’ then-current General Terms and Conditions (the “General Terms and Conditions”), which can be found at <https://www.wfscorp.com/wfscorp/docs/gtc-aviation.pdf>; (b) World Fuel’s then-current Privacy Policy (the “Privacy Policy”, which can be found at <https://www.wfscorp.com/Privacy-Policy>); (c) any then-current supplemental terms applicable to the use of particular Software modules (which terms are made available to you); and (d) if the Software is provided to you as an application on a smartphone, tablet or other mobile device, the terms and conditions set forth therein. The Order Form, quote, invoice or other ordering document approved by World Fuel (each is referred to as an “Order”) for the Software is governed by the Agreement. If there is a conflict among the documents forming the Agreement, the following order of precedence shall apply with respect to the conflicting provision: these Software License Terms and Conditions, any terms specific to the Software modules, any application specific terms and conditions, the Privacy Policy and the General Terms and Conditions. If there is a conflict between the Order and the Agreement, the Agreement shall prevail unless the Order expressly references the provision of the Agreement with which it is inconsistent. Licensee may update the Agreement by posting updated terms and conditions on its website, and by continued use of the Software, you are assenting to the modified Agreement. World Fuel shall exercise commercially reasonable efforts to inform you of material changes to the Agreement.

ARTICLE 2 – LICENSE

2.1 Subject to Licensee’s compliance with the Agreement, World Fuel hereby grants to Licensee a limited, personal, revocable, royalty-bearing, terminable non-exclusive, non-transferable and non-assignable (without right of sublicense) license during the Term for your Authorized Users (as defined below) to access and use the Software in a hosted environment solely for Licensee’s internal business use (the “License”). “Authorized Users” means Licensee’s employees authorized by Licensee to use the Software, who have been fully trained on use of the Software. Licensee represents that the Authorized Users possess the knowledge, education and experience necessary to operate the Software and to make fueling decisions for aircraft. Licensee shall be responsible for compliance by Authorized Users with the Agreement. Authorized Users shall also use the Software in accordance with the applicable documentation and World Fuel’s instructions.

2.2 The “Software” means, and this Agreement applies to and governs the use of World Fuel’s proprietary software and applications selected on your Order, as modified, updated, enhanced, upgraded and configured from time to time, together with all documentation and training materials. Unless expressly set forth in an Order, Software does not include third party software (including without limitation open source software) used in connection with the Software, which shall be subject to separate terms and conditions and not this Agreement.

2.3 The Software is provided on a software as a service (SaaS) basis only, and only Authorized Users using the account and security credentials required by World Fuel for access to the Software are permitted to access and use the Software. Licensee is responsible for maintaining the confidentiality and security of all passwords and other security credentials provided and shall be responsible for any unauthorized access through its account. Licensee shall immediately notify World Fuel if Licensee’s passwords and other security credentials are or are reasonably suspected to be compromised.

ARTICLE 3 – RESTRICTIONS ON USE

3.1 Licenses are on a per-entity basis. Licensee must purchase a separate license for each company entity. Licensee acknowledges and agrees that no use of the Software by Licensee’s affiliates or related parties is permitted under this Agreement.

3.2 The License is expressly conditioned upon Licensee’s compliance with each of the provisions set forth in this Section 3.2. Licensee shall not, and shall ensure that Licensee and its directors, officers, employees, consultants, affiliates, agents and Authorized Users (collectively “Representatives”) do not, without prior written authorization from World Fuel:

3.2.1 Use, copy, perform, display, modify, create derivative works, merge, distribute, or otherwise exploit, the Software or any derivative works, in whole or in part, except as expressly authorized in this Agreement;

3.2.2 Use the Software for any unlawful purposes, including without limitation, to transfer or exchange any material in violation of copyright or any other applicable law and/or in violation of applicable export control and trade laws and regulations;

3.2.3 Sublicense, sell, pledge, assign, rent or lease, time-share, transfer, assign or commercialize the Software or any derivative work in whole or in part;

3.2.4 Use the Software directly or indirectly for the following purposes, or for the benefit of any third party, or allow a third-party access to the Software to: (i) provide commercial services using the Software, (ii) act as a service bureau, or (iii) act as a commercial application service provider;

3.2.5 Alter or remove any World Fuel copyright notice, trademark, or any other proprietary legend contained in or on the Software;

3.2.6 Take any action that would result in any third party obtaining any ownership of or other intellectual property rights in or to the Software or any portion thereof, or in support of creating a product or service that is competitive with the Software;

3.2.7 Reverse engineer, decompile, disassemble, reverse translate or otherwise attempt to reconstruct, identify, or discover any source code, underlying ideas, underlying user interface techniques, proprietary data representations, or algorithms contained in the Software by any means whatsoever, except to the extent the foregoing restriction is prohibited by applicable law;

3.2.8 Bypass or breach any security device or protection used by Licensee or access or use the services other than by authorized users through the use of his or her own valid access credentials;

3.2.9 Input, upload, transmit or otherwise provide to or through Licensee's systems and services any information or materials that are unlawful or injurious, or contain or transmit any virus, worm, malware or other malicious or harmful code, including any code the purpose or effect of which is to permit unauthorized access to, or to destroy, disrupt or otherwise interfere with the operations of any computer software, firmware, hardware, system or network, or the confidentiality and integrity of any data or information processed thereby; or

3.2.10 Use or access the Software other than as expressly permitted herein.

3.3 If Licensee becomes aware of any actual or threatened activity prohibited by this Article 3, Licensee shall promptly notify World Fuel and shall take all reasonable and lawful measures within its control to stop or prevent the activity and mitigate its effects.

ARTICLE 4 – FEES, PAYMENT

4.1 Licensee shall pay to World Fuel the license fees and any other fees based on the Software licensed and services to be performed, as set forth in the Order. World Fuel reserves the right to increase or decrease prices at any time immediately upon notice to Licensee. If an Order specifies that services will be performed, Licensee shall reimburse World Fuel for its expenses incurred in the performance of such services.

4.2 Except as otherwise set forth in the Order: (i) all fees due under the Order shall be (i) due and payable on an annual basis thirty (30) days in advance of the commencement of each License Year of the Term, (ii) non-refundable, and (iii) paid by credit card or EFT. Licensee shall provide Licensor with a valid credit card or completed EFT form for payment and hereby authorizes World Fuel to charge such annual fees to such card or EFT transfer. Any Licensee authorized in the Order to pay by check shall be required to pay the full annual amount due in advance prior to the commencement of each License Year of the Term.

4.3 All payments not made when due shall be subject to late charges of the lesser of (i) one and one-half percent (1.5%) per month of the overdue amount or (ii) the maximum amount permitted under applicable law. Licensee shall pay all taxes, tariffs and transportation costs relating to, or incurred under, this Agreement (including any sales, use, excise or value added taxes), exclusive of taxes based on or measured by World Fuel's net income, unless Licensee is exempt from the payment of such taxes and provides World Fuel with acceptable evidence of such exemption.

ARTICLE 5 - OWNERSHIP AND CONTROL OF SOFTWARE

The Software and related services provided hereunder are protected by United States and international intellectual property laws as well as other treaty provisions. The Software is licensed, and not sold, to Licensee under this Agreement. You acknowledge and agree that all right, title and interest, including all patent, trade secret, copyright, know-how and other proprietary rights that may be secured in any place under laws now or hereafter in effect, in and to the Software, including any part of the Software embodied in any derivative works, and any services, are owned exclusively by World Fuel. Nothing contained herein is intended, or shall be deemed, to transfer to Licensee any ownership or other rights in or to such Software or services, except the right to use the Software disclosed to Licensee and services performed hereunder to the limited extent in accordance with the Agreement. World Fuel reserves all rights not expressly granted to Licensee. World Fuel reserves the right in its sole discretion, to make any changes to the Software and services that it deems necessary or useful.

ARTICLE 6 – FEEDBACK; USE OF DATA; PERSONAL DATA

6.1 Feedback. If Licensee elects to provide or make available to World Fuel any suggestions, comments, ideas, improvements, or other feedback or materials related to the Software, services or otherwise (collectively, "Suggestions"), Licensee hereby assigns to World Fuel all right, title and interest in and to the Suggestions. Licensee will be entitled to no compensation or credit for, nor gain any right, title or interest in or to, any World Fuel product that incorporates or otherwise is based on the Suggestions, including without limitation any upgrades or changes to the Software.

6.2 Customer Data; Use of Data. Licensee shall be responsible for all information, data, and other content submitted by Licensee and its Authorized Users for use in connection with the Software ("Customer Data") and for all use of any information or results provided by or to Licensee. Licensee represents and warrants that it has the right to provide all Customer Data to World Fuel, and that the use of the Customer Data in connection with the Software and related services provided by World Fuel and as contemplated herein will not infringe, misappropriate or otherwise violate the rights of any third party. Licensee hereby grants to World Fuel and its representatives a perpetual right to use the Customer Data and other information and data gathered in connection with use of the Software and any services provided hereunder, for the purpose of providing the Software and services and for World Fuel's business purposes, including without limitation, for the purpose of improving World Fuel's products or services, for product support and development, and to support other products and services that World Fuel provides to Licensees and its other customers, provided that if any Customer Data is shared with other World Fuel customers, World Fuel shall ensure that it shall be shared only on a de-identified aggregated basis. Licensee represents and warrants that it shall not submit any personally identifiable information to World Fuel as part of the Customer Data.

ARTICLE 7 – SUPPORT SERVICES; TRAINING

World Fuel may, in its sole discretion, provide Licensee with reasonable amounts of training on use of the Software and technical support for the Software via email or phone during the hours of 9am - 5pm Central Time Monday through Friday, excluding holidays. If requested by Licensee and agreed to by World Fuel, any services not described in the preceding sentence shall be subject to Licensee's payment of World Fuel's then-current fees.

ARTICLE 8 – WARRANTY DISCLAIMERS

THE SOFTWARE AND SERVICES ARE PROVIDED ON AN "AS IS" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WORLD FUEL DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTERFERENCE, ACCURACY, SYSTEM INTEGRATION, COMPLETENESS, SYSTEM SECURITY AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, WORLD FUEL DOES NOT WARRANT THAT THE SOFTWARE WILL MEET LICENSEE'S NEEDS OR EXPECTATIONS, BE KEPT CURRENT AND UP-TO-DATE, PROVIDE THE RESULTS THAT LICENSEE EXPECTS, OR THAT LICENSEE'S USE OF THE SOFTWARE WILL BE UNINTERRUPTED, ERROR FREE, OR FREE FROM INTERCEPTION OR THIRD-PARTY MONITORING. LICENSEE ACKNOWLEDGES THAT WORLD FUEL IS NOT RESPONSIBLE FOR ERRORS OR OMISSIONS MADE BY LICENSEE'S AUTHORIZED USERS WHEN USING THE SOFTWARE, AND THAT SUCH ERRORS OR OMISSIONS MAY HAVE AN ADVERSE EFFECT ON THE CALCULATIONS RESULTING FROM SUCH USE. Licensee agrees and acknowledges that (i) the Software does not take into account obstacles, terrain, required permits, controlled airspace, or special-use airspace and (ii) the pilot of the aircraft must verify the accuracy and correctness of the information received and the suggested flight route against current aviation charts to ensure that it can be flown safely. **LICENSEE ACKNOWLEDGES AND AGREES: (A) THE SOFTWARE MAY BE USED BY LICENSEE IN CONNECTION WITH CALCULATING AIRCRAFT FUELING REQUIREMENTS; (B) THE SOFTWARE CALCULATIONS ARE ESTIMATES ONLY AND ARE NOT TO BE RELIED ON BY LICENSEE; AND (C) LICENSEE (NOT WORLD FUEL) IS SOLELY RESPONSIBLE FOR MAKING DECISIONS ABOUT AIRCRAFT FUELING AND FOR ENSURING THE SUFFICIENCY OF FUEL SUPPLIES FOR ITS AIRCRAFT. WORLD FUEL SHALL UNDER NO CIRCUMSTANCE BE RESPONSIBLE FOR LICENSEE'S RELIANCE ON ANY FUELING CALCULATIONS PROVIDED BY THE SOFTWARE, AND LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS WORLD FUEL, ITS AFFILIATES, AND ITS AND THEIR OFFICERS, DIRECTORS AND AGENTS, FROM AND AGAINST ANY AND ALL LIABILITY WHATSOEVER ARISING FROM LICENSEE'S RELIANCE OR USE OF THE SOFTWARE AND ITS FUELING CALCULATIONS.**

ARTICLE 9 – LIMITATIONS OF LIABILITY AND CONSEQUENTIAL DAMAGES

TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, WORLD FUEL'S MAXIMUM AGGREGATE LIABILITY TO LICENSEE FOR DAMAGES RELATED TO THIS AGREEMENT AND THE SOFTWARE AND SERVICES, WHETHER FOR BREACH OF CONTRACT OR WARRANTY, STRICT LIABILITY, NEGLIGENCE, OR OTHERWISE, SHALL NOT EXCEED THE FEES PAID TO WORLD FUEL IN THE IMMEDIATELY PRECEDING TWELVE-MONTH PERIOD FOR THE APPLICABLE WORLD FUEL SOFTWARE OR SERVICE OR ACTS OR OMISSIONS GIVING RISE TO SUCH LIABILITY. TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL WORLD FUEL, ITS LICENSORS, SUBCONTRACTORS, OR THEIR RESPECTIVE AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS SUCCESSORS OR ASSIGNS BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, LOSS OF DATA, LOSS OF BUSINESS, OR INTERRUPTION OF BUSINESS, OR FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHERWISE, ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, EVEN IF WORLD FUEL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, HOWEVER CAUSED. LICENSEE ASSUMES TOTAL RESPONSIBILITY AND RISK FOR LICENSEE'S USE OF THE SOFTWARE. IN NO EVENT SHALL WORLD FUEL BE LIABLE FOR ANY ACTS OR OMISSIONS OF ITS LICENSORS OR ITS SUBCONTRACTORS.

ARTICLE 10 – INDEMNIFICATION AND INSURANCE

In addition to the indemnities in the General Terms and Conditions, Licensee shall indemnify, defend and hold harmless World Fuel and its affiliates, licensors and subcontractors and their respective Representatives, successors and assigns from and against any and all claims, liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees and expenses) related to or arising from (a) Licensee's or any of Licensee's Representatives': (i) negligence or willful misconduct; (ii) breach of this Agreement; (iii) violation of applicable federal, state and local laws, rules, regulations, ordinances and codes; or (b) provision of Customer Data, or World Fuel's use thereof in accordance with this Agreement. Licensee shall maintain insurance issued by an insurer reasonably acceptable to World Fuel indicating coverage and limits reasonably commensurate with the risks of the transactions contemplated in this Agreement and shall name World Fuel and its affiliates an additional insured under such policies.

ARTICLE 11 – TERM, TERMINATION AND SUSPENSION

11.1 This Agreement shall be effective as of the Effective Date and, unless earlier terminated as provided herein, will continue in effect for one year or such longer initial term period as specified in the Order Form (the "Initial Term"), and then automatically renew for successive one year periods thereafter (each a "Renewal Term" and collectively with the Initial Term, the "Term"), unless either party provides notice of non-renewal at least ninety (90) days prior to the expiration of the then-current Term. The Initial Term and each Renewal Term are also each referred to herein as a "License Year."

11.2 World Fuel may terminate this Agreement and terminate Licensee's access to the Software immediately upon notice to Licensee in the event that Licensee breaches any of its obligations pursuant to Section 2 (License), Section 3 (Restrictions on Use), Section 5 (Ownership and Control of Software) or Section 12 (Confidentiality).

11.3 Either party may terminate this Agreement if the other party: (i) materially breaches any obligation and fails to cure such breach within thirty (30) days (or such other time period as the parties may agree in writing) after receipt of written notice by the non-breaching party specifying the nature of the breach; or (ii) declares bankruptcy or insolvency proceedings are brought against a party, if a party makes an

arrangement with creditors, a receiver or administrator is appointed over any of the assets of a party, the party goes into liquidation and the proceedings have not been dismissed within thirty (30) days, or a party ceases to operate its business as a going concern.

11.4 Upon the termination of this Agreement for any reason, (i) all rights and licenses granted to Licensee hereunder shall terminate (ii) World Fuel shall cease providing any services and terminate Licensee's and its Authorized Users' access to the Software; and (iii) where the Licensee possesses the Software, Licensee shall immediately return the Software to World Fuel. Moreover, upon request, the receiving party shall promptly, at the disclosing party's option, return to the disclosing party or destroy any Confidential Information (as defined in below) of the disclosing party in the receiving party's possession or control, and at the request of the Disclosing Party certify in writing that the Receiving Party has done so; provided, however, that World Fuel may retain Customer Data for continued use as permitted by this Agreement or as required for compliance with applicable law, and in its back-ups, archives, and disaster recovery systems until deleted in its ordinary course.

11.5 Termination or suspension for any reason of this Agreement does not release Licensee from any liability that at the time of such termination has accrued to World Fuel, or that may accrue in respect of any act or omission before such termination. Without limiting the foregoing, Licensee's obligation to make all payments due to World Fuel as of the termination of this Agreement shall survive such termination. The provisions of this Agreement concerning ownership, disclaimers, waivers, indemnification, insurance, the effect of termination, confidentiality, audits, interpretation of this Agreement and any other provisions of this Agreement that by their terms or nature survive the termination of this Agreement, shall remain in effect after termination or expiration of this Agreement.

11.7 World Fuel may suspend, terminate or otherwise deny Licensee or any of its Authorized Users access to or use of all or any part of the Software or services, without any resulting obligation or liability, in the event World Fuel receives any judicial or other governmental request to do so, believes in its good faith discretion that, Licensee or any individual accessing Licensee's account is in breach of this Agreement or likely to be involved in any fraudulent, misleading or unlawful activities, or that the security or integrity of its systems and services may be threatened or otherwise adversely affected. World Fuel may suspend or terminate Licensee's access to the Software immediately in the event all fees have not been paid when due. World Fuel may also suspend or terminate Licensee's access to the Software if World Fuel in good faith determines it is advisable to do so for operational or safety issues.

ARTICLE 12 – CONFIDENTIALITY

12.1 Each party shall treat as confidential all Confidential Information of the other party, shall not use such Confidential Information for any purpose other than perform its obligations under this Agreement and as otherwise authorized herein, and shall not disclose such Confidential Information to any third party or to such party's Representatives except those Representatives who are required to have the Confidential Information in connection with such Party's performance of this Agreement and who are bound by written terms and conditions of confidentiality at least as stringent as those provided in this Agreement. Without limiting the foregoing, each party shall use at least the same degree of care such party uses to prevent the disclosure of such party's own confidential information of like importance, which care shall be no less than reasonable care, to prevent the disclosure of Confidential Information of the other party. Each party shall promptly notify the other party of any actual or suspected misuse or unauthorized disclosure of the other party's Confidential Information.

12.2 A party shall not be in breach of this Agreement merely for disclosing Confidential Information as required by applicable statute, regulation, order, or other law, provided that (i) any such disclosure is made only to the extent so required, the disclosing party, to the extent legally permissible, timely notifies the other party of the disclosure requirement prior to disclosure, so that the other party may seek a protective order or confidential treatment, or take other appropriate measures to protect its interests, in which event such party will reasonably cooperate in such effort, and (iii) if timely notice cannot be given, the disclosing party seeks to obtain a protective order or confidential treatment from the court or government for such Confidential Information.

12.3 "Confidential Information" means any information or material disclosed by either party to the other party, directly or indirectly, in writing, orally, visually or by inspection of tangible objects that a party treats as confidential or proprietary, including, without limitation, any and all information relating to such party's or its business partners' research, development, know-how, products, product plans, services, customers, customer lists, markets, software, developments, inventions, processes, technology, designs, drawings, marketing, finances, or other business information or trade secrets, that is designated as "confidential", "proprietary" or the like, or that should reasonably be understood to be confidential or proprietary under the circumstances. Without limitation, the Software is Confidential Information of World Fuel. Notwithstanding the foregoing, Confidential Information does not include information that falls into one of the following exceptions: (a) information known by the receiving Party at the time of disclosure; (b) information of the disclosing Party that became publicly known due to reasons not attributable to the receiving Party; (c) information acquired from a third party by the receiving Party without obligation of confidentiality before or after disclosure; and (d) information independently developed by the receiving Party without reference to the disclosing Party's Confidential Information.

ARTICLE 13 – AUDITS

Licensee shall permit World Fuel or its designee to have access, from time to time, no more than once annually, during regular business hours, with reasonable advance notice, to relevant Licensee records and facilities, only as necessary to determine whether Licensee is in compliance with the provisions of this Agreement; provided, however, such audit or inspection shall be exercised so as not to interfere with the conduct of Licensee's business. World Fuel shall treat as confidential all Confidential Information of Licensee to which it has access during such audit. Licensee shall cooperate with World Fuel to implement, and Licensee shall comply with, any reasonable Software verification, security or similar procedures that World Fuel may institute from time to time.