



## **THE WORLD FUEL SERVICES GENERAL LICENSE TERMS AND CONDITIONS**

### **ARTICLE 1 – SCOPE OF SERVICES**

These General License Terms and Conditions (these “Terms and Conditions”) are entered into between you (“Licensee” or “you”) and World Fuel Services, Inc. (“World Fuel”) and are effective as of the date (“Effective Date”) you accept these General License Terms and Conditions either (i) by signing a World Fuel Services, Inc. Customer Order Form (“Order Form”). The Order Form and these Terms and Conditions are herein referred to as this “Agreement”) or (ii) by accepting these terms and conditions by using the Software. If these Terms and Conditions and an Order Form have any conflicting terms, the terms of the Order Form will prevail.

### **ARTICLE 2 – LICENSE**

2.1 Subject to Licensee’s compliance with all of the terms and conditions of this Agreement, and any supplemental terms applicable to the use of particular Software (as defined below) modules (which terms are made available to you), World Fuel hereby grants to Licensee a limited, non-exclusive, non-transferable and non-assignable (without right of sublicense) license during the Term to access and use the Software at the Licensed Locations solely for Customer’s internal business use (the “License”).

2.2 The “Software” means, and this Agreement applies to and governs the use of the following World Fuel proprietary software: TotalFBO, TotalFBOweb, MyFBO, Total Aviation Software, AVPOS and / or, as selected on your Order Form.

2.3 The Software is provided on a software as a service (SaaS) basis only and only individuals authorized by Licensee to access the system and using the account and security credentials required by World Fuel for access are permitted to access 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.

### **ARTICLE 3 – RESTRICTIONS ON USE**

3.1 The Software is licensed on a per-company, per-physical-location basis. For clarity, Licensee must purchase a separate license for each physical location and each corporate entity. The License covers use only at the locations designated on the Order Form (the “Licensed Locations.”).

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 and agents (“Representatives”) do not, without prior written authorization from World Fuel:

- 3.2.1 Use the Software at any location other than the Licensed Locations;
- 3.2.2 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;
- 3.2.3 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;
- 3.2.4 Sublicense, sell, pledge, assign, rent or lease, time-share, transfer, assign or commercialize the Software or any derivative work in whole or in part;
- 3.2.5 To or for the benefit of any third party or by allowing 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;
- 3.2.6 Alter or remove any World Fuel copyright notice, trademark, or any other proprietary legend contained in or on the Software;
- 3.2.7 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;
- 3.2.8 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;
- 3.2.9 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;
- 3.2.10 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
- 3.2.11 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, the Licensed Locations and the in the case of Total Aviation Software the volume at each such Licensed Location. World Fuel reserves the right to increase or decrease prices at any time immediately upon notice to Customer

4.2 In the event Licensee uses Total Aviation Software at a facility with volumes greater or less than those indicated on the Order Form based on the number of active fueling resources, the monthly fee for the immediately succeeding month shall be increased or decreased accordingly to reflect such increased or decreased volumes. In the event Licensee uses the Software at locations other than the Licensed Locations, Licensee shall pay the applicable fees for such additional location to World Fuel.

4.3 Except as otherwise set forth in the Order Form or Section 11: (i) all fees shall be (i) due and payable on a monthly basis thirty (30) days in advance, (ii) non-refundable and paid by credit card or EFT. Licensee shall provide Licensor with a valid credit card or completed EFT form for payment and hereby authorizes Licensor to charge such monthly fees to such card or EFT transfer. Any Licensee authorized in the Order Form 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.

4.4 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. Pricing schedule is provided in a separate document, the Order Form.

#### **ARTICLE 5 - OWNERSHIP AND CONTROL OF SOFTWARE**

The Software is 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 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, except the right to use the Software disclosed to Licensee hereunder to the limited extent in accordance with the terms and conditions of this 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 or otherwise (collectively, "Suggestions"), World Fuel will be free to use, disclose, reproduce, modify, license, transfer and otherwise utilize and distribute Licensee's Suggestions in any manner. 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 Licensee's Suggestions, including without limitation any upgrades or changes to the Software.

6.2 Use of Data. You agree that World Fuel may collect and use technical data and related information that is gathered periodically to facilitate the provision of software updates, product support, product development, and other services to Licensee and other customers related to the Software. World Fuel may collect, use, transfer, and disclose such information for any purpose, as long as it is in a form that does not include confidential information or personally identifiable information.

6.3 Personal Data.

(a) World Fuel may collect, process and use personal data, such as name and contract details, of Customer's employees or representatives or as part of the Customer Data ("Personal Data").

(b) Licensee appoints World Fuel as a processor to process the Personal Data that is the subject of these General Terms and Conditions. Each party shall comply with the obligations that apply to it under Applicable Data Protection Law.

"Applicable Data Protection Law" shall mean Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) and any data protection laws in any European Union Member State including laws implementing such Regulation.

"controller", "processor", "data subject", "personal data", "processing" (and "process") and "special categories of personal data" shall have the meanings given in Applicable Data Protection Law.

(c) Licensee shall not disclose (and shall not permit any data subject to disclose) any special categories of personal data to World Fuel for processing.

(d) World Fuel shall process the Personal Data as a processor as documented in and necessary to perform its obligations hereunder (the "Permitted Purpose"), except as otherwise required by any law applicable to Licensee and in which case World Fuel shall inform Licensee prior to such processing, unless World Fuel is prohibited by law from doing so.

(e) World Fuel shall not transfer the Personal Data (nor permit the Personal Data to be transferred) outside of the European Economic Area ("EEA") unless it has taken such measures as are necessary to ensure the transfer is in compliance with Applicable Data Protection Law. Such measures may include (without limitation) transferring the Personal Data to a recipient in a country that the European Commission has decided provides adequate protection for personal data, to a recipient that has achieved binding corporate rules authorization in accordance with

Applicable Data Protection Law, or to a recipient that has executed standard contractual clauses adopted or approved by the European Commission.

(f) World Fuel shall ensure that any person that it authorizes to process the Personal Data (including World Fuel's staff, agents and subcontractors) (an "Authorized Person") shall be subject to a duty of confidentiality (whether a contractual duty or a statutory duty), and shall not permit any person to process the Personal Data who is not under such a duty of confidentiality.

(g) World Fuel shall implement appropriate technical and organizational measures to protect the Personal Data (i) from accidental or unlawful destruction, and (ii) loss, alteration, unauthorized disclosure of, or access to the Personal Data (a "Security Incident").

(h) Upon becoming aware of a confirmed Security Incident, World Fuel shall inform Licensee without undue delay and shall provide all such timely information and cooperation as Licensee may require in order for Licensee to fulfil its data breach reporting obligations under (and in accordance with the timescales required by) Applicable Data Protection Law. World Fuel shall further take all such measures and actions as are reasonably necessary to remedy or mitigate the effects of the Security Incident and shall keep Licensee updated on all material developments in connection with the Security Incident.

(i) Licensee hereby consents to World Fuel engaging third party subcontractors ("Sub-processors") to process the Data provided that World Fuel imposes data protection terms on any Sub-processor it appoints that protect the Data to the same standard provided for by this Section 6.3. Licensee may object to World Fuel's appointment or replacement of a sub-processor prior to its appointment or replacement, provided such objection is based on reasonable grounds relating to data protection. In such event, World Fuel will either not appoint or replace the sub-processor or, if this is not possible, Licensee may suspend or terminate this Agreement (without prejudice to any fees incurred by Licensee prior to suspension or termination).

(j) World Fuel shall provide reasonable and timely assistance (including by appropriate technical and organizational measures) to Licensee to enable Licensee to respond to: (i) any request from a data subject to exercise any of its rights under Applicable Data Protection Law (including its rights of access, correction, objection, erasure and data portability, as applicable); and (ii) any other correspondence, enquiry or complaint received from a data subject, regulator or other third party in connection with the processing of the Personal Data. In the event that any such request, correspondence, enquiry or complaint is made directly to World Fuel, World Fuel shall promptly inform Licensee providing full details of the same.

(k) World Fuel shall provide Licensee with all such reasonable and timely assistance as Licensee may require in order to conduct a data protection impact assessment and, if necessary, consult with its relevant data protection authority.

(l) Upon termination or expiry of this Agreement, World Fuel shall maintain the Personal Data according to World Fuel's retention policy and/or applicable law. At the end of the relevant period, World Fuel will anonymize or destroy the Personal Data in its possession or control.

(n) World Fuel shall respond to any written audit questions submitted to it by Licensee, provided that Licensee shall not exercise this right more than once per year.

## **ARTICLE 7 – SUPPORT SERVICES**

World Fuel shall provide Licensee with support services as set forth in an Order Form, if any. World Fuel shall not be obligated to provide any support services required as a result of: (i) Licensee's failure to use the Software in accordance with the documentation; (ii) any information or materials provided by Licensee; (iii) modification of the Software or a change in its environment that is not expressly authorized in writing by World Fuel; (iv) Licensee's failure to use corrections or updates previously provided by World Fuel; (v) malfunction of third party equipment or software; or (vi) any other cause outside the reasonable control of World Fuel. World Fuel reserves the right to specify that only certain designated representatives of Licensee may contact World Fuel for Support services. From time to time World Fuel will upgrade its Software and make a new release or version available to Licensee. Previous versions of Software will not be supported by World Fuel. Pricing for Software is subject to change upon prior notification to you.

## **ARTICLE 8 – LIMITED WARRANTIES AND DISCLAIMERS**

**THE SOFTWARE IS 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.**

## **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 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 PRODUCT OR ACTS OR OMISSIONS GIVING RISE TO SUCH LIABILITY. TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL WORLD FUEL, ITS AFFILIATES OR ITS OR THEIR 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 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.**

## **ARTICLE 10 – INDEMNIFICATION AND INSURANCE**

Licensee shall indemnify, defend and hold harmless World Fuel and its affiliates and its and their respective Representatives, successors and assigns from and against any and all third party 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) 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.

## **ARTICLE 11 – TERM, TERMINATION AND SUSPENSION**

11.1 This Agreement shall be effective as of the Effective Date and 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 and until it is terminated in accordance with this Section 10. 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 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 of Intellectual Property) or Section 12 (Confidentiality). World Fuel may suspend or terminate Licensee's access to the Software immediately in the event all fees have not been paid.

11.3 Either party may terminate this Agreement if the other party 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.

11.4 Either Party may terminate this Agreement for convenience at any time upon thirty (30) days prior written notice and such termination shall be effective as of the end of the month in which such termination date occurs. In the event Licensee terminates pursuant to this Section 10.4, Licensee shall remain responsible for paying all unpaid fees for the duration of the then-current License Year. In the event Licensor terminates pursuant to this Section 11.4, Licensee shall not be obligated to pay any amounts due for periods after the effective date of such termination, and Licensor shall refund any amounts prepaid for periods after the termination date.

11.5 Upon the termination of this Agreement for any reason, (i) all rights and licenses granted hereunder shall terminate, except those that survive pursuant to Section 11.6; (ii) Licensee shall cease all use of the Software; (iii) World Fuel shall cease using Customer Data; (iv) World Fuel may cease providing any Support Services and terminate Licensee's and its authorized users' access to the Software; and (v) where the Licensee possesses the Software, the Software will be returned to World Fuel. Moreover, upon request each party shall promptly (i) return to the other Party any Confidential Information (as defined in below) of World Fuel in Licensee's possession or control, together with all related materials or (ii) destroy Confidential Information and certify in writing that such party has done so; provided, however, that World Fuel may retain Customer Data as required for compliance with applicable law, and in its back-ups, archives, and disaster recovery systems until deleted in its ordinary course.

11.6 Termination 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, publicity, non-solicitation, 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 of this Agreement.

11.7 World Fuel may suspend or 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. Additionally, World Fuel may suspend or terminate this Agreement if Licensee fails to meet its payment obligations hereunder in full.

## **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 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. The Software is Confidential Information of World Fuel.

## ARTICLE 13 – DATA

13.1 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 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 the right to use the Customer Data for all purposes contemplated herein.

13.2 Licensee acknowledges and agrees that World Fuel may collect and use information and data gathered in connection with the Software and any services it provides to Licensee. World Fuel may use this information and data for its business purposes, in a way that does not disclose Licensee’s individual identity or Confidential Data, including for the purpose of improving World Fuel’s products or services, and on a de-identified aggregated basis.

## ARTICLE 14 – 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.

## ARTICLE 15 – ADDITIONAL PROVISIONS

15.1 Publicity; Use of Names. Licensee shall not, without the prior written approval of World Fuel, (i) advertise or otherwise publicize the existence or terms of this Agreement or any other aspect of the relationship between World Fuel and Licensee or (ii) use World Fuel’s name or any trade name, trademark or service mark belonging to World Fuel in press releases or in any form of advertising.

15.2 Non-Solicitation. During the term of this Agreement and for two (2) years after its termination, Licensee shall not personally or through others recruit, solicit or induce any employee of World Fuel to terminate his or her employment with World Fuel.

15.3 Governing Law; Jurisdiction; No Jury; Attorneys’ Fees. This Agreement and any transaction order relating thereto shall be governed by and construed in accordance with the laws of the State of Florida, United States of America. In any action or proceeding arising out of or relating to this Agreement (an “Action”), each of the parties hereby irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Miami, Florida and further agrees that any Action may be heard and determined in such Florida Federal or state court. Each party hereby irrevocably waives the defense of an inconvenient forum to the maintenance of any Action in Miami, Florida. Disputes over payment and collection may be resolved, at World Fuel’s option, in Florida courts or in the courts of any jurisdiction where you may have any asset. Each of the parties hereby irrevocably submits to the jurisdiction of any such court, and irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum or its foreign equivalent to the maintenance of any action in any such court. World Fuel shall be entitled to assert its rights of lien or attachment or other rights, whether in law, equity or otherwise, in any country where you have any assets. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF THIS AGREEMENT.

15.4 Export Laws. Licensee acknowledges that the laws and regulations of the United States restrict the export and re-export of commodities and technical data of United States origin. Licensee agrees that Licensee will not export or re-export the Software in any form in violation of the laws of the United States or any foreign jurisdiction. By installing or using the Software, Licensee represent and warrant that Licensee is not (a) a national or resident of any country to which the United States has embargoed goods, or (b) on the United States Treasury Department’s list of Specially Designated Nationals or the U.S. Commerce Department’s Table of Denial and Prohibition Orders.

15.5 Notices. All notices, requests, demands, or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given upon receipt if delivered in person, by overnight courier, facsimile, e-mail transmission, or upon the expiration of three (3) days after the date sent via certified mail or return receipt requested. All notices sent by mail or courier service shall be sent to World Fuel at 9800 NW 41st Street, Suite 400, Miami, Florida 33178, Fax: (305) 351-4497 and to you at the address provided by Customer in the account application or Order Form submitted to World Fuel. Either party may by written notice to the other change the address, telex or facsimile number, or electronic messaging system details to which notices or other communications are to be sent.

15.6 Assignment. You shall not assign any right or delegate any obligation arising under this Agreement without the prior written consent of World Fuel, which consent may be withheld in the sole discretion of World Fuel. All amounts due from you pursuant to this Agreement may be assigned or pledged at any time by World Fuel, in its sole discretion, without prior notice to, or consent of, you. . In the event of any litigation between the parties relating to this Agreement, the prevailing party shall be entitled to recover all reasonable costs and expenses (including attorneys’ fees) incurred in connection with such litigation.

15.7 Severability. If any provision of this Agreement is deemed invalid, void or unenforceable then the remainder of this Agreement shall not be impaired or invalidated and each such provision shall remain in full force and effect to the extent permitted by law.

15.8 Force Majeure. Neither party shall be liable for its failure to perform hereunder as a result of any contingency beyond its reasonable control, including but not limited to, acts of God, fires, floods, wars, sabotage, riots, terrorism, accidents, labor disputes or shortages, governmental laws, ordinances, rules and regulations, whether valid or invalid (including, but not limited to, priorities, requisitions, allocations, and price adjustment restrictions), inability to obtain product, equipment or transportation, and any other similar or different contingency. The party whose performance is prevented by any such contingency shall have the right to omit during the period of such contingency, all or any portion of the quantity deliverable during such period, whereupon the total quantity deliverable shall be reduced by the quantity so omitted. If, due to any such occurrence, World Fuel is unable to supply the total demands for any Fuel or Service, World Fuel shall have the right, in sole discretion, to allocate its available supply among its customers, departments and divisions in a fair and equitable manner. Notwithstanding the foregoing, in no event shall an event of force majeure release Customer from its obligation to pay, on a timely basis, for Fuel or Services already delivered or performed by World Fuel upon the occurrence of such event.

15.9 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns and legal representatives.

15.10 Headings. The headings used herein are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting this Agreement..

15.11 Relationship of the Parties. The parties are independent contractors, and nothing in this Agreement shall be construed as creating a partnership, joint venture, employment or agency relationship between the parties, or between a party and any employee of the other party, or as authorizing either party to act as agent for the other or to enter into contracts on behalf of the other.

15.12 Waiver and Amendments. No remedy referred to in this Agreement is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to herein or otherwise available to World Fuel at law or in equity. The exercise or beginning to exercise by World Fuel of any one or more such remedies shall not preclude the simultaneous or later exercise by World Fuel of any or all such other remedies. All remedies under this Agreement survive termination of this Agreement. Failure by World Fuel to enforce any of its rights hereunder shall not constitute a waiver of such rights or any other rights hereunder. No waiver of any of the provisions of this Agreement shall be effective unless it is in writing, and signed by World Fuel and you. Any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver. World Fuel has the right to amend these Terms and Conditions at any time without notice to you.

15.13 Entire Agreement. This Agreement, and any statements of work and all attachments hereto or thereto, as such attachments may be updated from time to time, constitute the entire agreement between the parties concerning the subject matter of this Agreement and supersede all prior agreements (including, if Licensee is obtaining an update, any agreement that may have been included with an earlier version of the Software) between the parties concerning the subject matter hereof. In no event shall any additional or inconsistent term in any purchase order or similar document submitted by Licensee modify the terms of this Agreement.

## **ARTICLE 16 – SPECIAL TERMS**

If the Licensee processes credit cards using an Approved Gateway (as defined below) within TotalFBO® then the Licensee agrees to the following additional terms.

16.1 Licensee agrees that it must contact the appropriate credit card processors merchant support department to receive User IDs and Passwords required to access their respective online gateways.

16.2 Licensee agrees that credit card companies can and do change interface requirements and business rules on a regular basis. Licensee agrees that it must operate on the latest version and build of TotalFBO® to be compatible with the latest gateway specs, and be on service to be eligible to receive support for credit card processing through TotalFBO®.

16.3 Licensee shall indemnify, defend and hold harmless World Fuel and its affiliates and its and their respective Representatives, successors and assigns from and against any and all third party claims, liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees and expenses) related to or arising from or relating to any failures to receive funds from credit card processors as well as from any penalties, processing fees, merchant fees and/or other fees that may result from processing transactions through TotalFBO®, regardless of the reason for any such non-payment or additional fees. In the event an error in TotalFBO® or any other hardware or software component of the credit card processing system results in failure to receive settlement of any funds, Licensee agrees that the sole remedy is to re-authorize such transactions or seek payment from the purchasing customer via other payment methods.

16.4 "Approved Gateways" shall mean Avfuel, Alliance, Avcard Direct, AHT Services Direct, Epic, Shell, Phillips, UV Air, Colt, Multiservice Direct or other gateways that World Fuel approves in its sole discretion from time-to-time.

16.5 If set forth in an Order Form, Customer agrees to pay a monthly \$50,00 fee for cards processed through Approved Gateways