

PAXBRIEF, LLC
CLIENT TERMS OF SERVICE

Last Updated: October 15, 2026

These CLIENT TERMS OF SERVICE [the “Agreement”] are effective as of the date Client accepts them under Section 1.5 or signs them [the “Effective Date”] and are entered into by and between PAXBRIEF, LLC (a Florida limited liability company) [“Consultant”] and the client who accepts or signs them [“Client”]. Consultant provides independent aviation safety information, risk assessments, and advisory consulting for passengers and other clients. Client desires to engage Consultant for the services described in this Agreement (including Schedule 1) and each order request confirmed by Consultant under Section 1.4, or other statement of work or order form accepted by both Parties [each, an “Order”]. In consideration of the mutual promises below, Consultant and Client [each a “Party” and together the “Parties”] agree as follows.

1. Services.

1.1 Scope. Consultant will provide the aviation safety information, assessments, briefings, and related advisory services identified in an Order [collectively, the “Services”]. The Services may address aircraft, airports, pilots or other aircrew, operators, weather, maintenance or operating information, public records, and other factors selected by Consultant. Consultant may use proprietary methods, third-party databases, software, automated processes, artificial intelligence tools, and human review in performing the Services, subject to Section 3.1.

1.2 Advisory, Not Directive. The Services and all reports, briefings, findings, indicators, observations, and potential options [collectively, “Advisory Materials”] are informational and advisory only. Consultant does not endorse, recommend, approve, condemn, or disapprove any operator or other aviation provider. Consultant does not operate, dispatch, schedule, crew, maintain, inspect, repair, certify, audit, approve, or control any aircraft, airport, air carrier, charter operator, pilot, maintenance provider, or flight. Consultant does not provide air-traffic control, flight-planning, official weather-briefings (such as those provided by Flight Service), security, legal, medical, insurance, engineering, or regulatory-compliance services; issue any airworthiness, safety, operational, or regulatory certification; guarantee that a flight or provider is safe; or direct whether, when, where, or how any flight should operate.

1.3 No Third-Party Beneficiaries. The Services are solely for Client’s internal evaluation and benefit and, if Client orders the Services on behalf of another person, may also be provided for the internal evaluation of the individual for whose travel the Services were ordered and the passengers covered by the applicable Order. Permitted receipt or use of a deliverable does not make any recipient an intended third-party beneficiary or create any duty or liability to that recipient. Except as expressly stated in an Order, no other passenger, guest, pilot, aircraft owner, operator, broker, travel advisor, insurer, employer, family member, or other person may rely on the Services or is an intended third-party beneficiary.

1.4 Orders, Delivery, and Updates.

(a) Order Requests and Orders. Client may request Services by submitting an order request through Consultant’s website or as Consultant otherwise permits. Consultant may accept or decline any order request in its sole discretion. An Order is formed when Consultant confirms the request in writing and Client pays the fees stated in the confirmation. Each Order states the flight (aircraft, operator, crew if known, departure and destination airports, and departure date and local time), the Services, the requested delivery time, the committed delivery time, the service level, the price, and the coverage line.

(b) Delivery. The committed delivery time stated in the Order is Consultant’s only delivery commitment. Delivery times Consultant publishes are usual times, not commitments.

(c) Service Level. The service level for a briefing is determined by the time between Client's order request and the requested delivery time and is stated in the Order with any resulting surcharge. Updates are not surcharged.

(d) Final Conditions Check. Each Convergent Risk Briefing includes one final check of the weather for the route and timing and of new notices to air missions for the departure and destination airports, at the time stated in the Order (approximately six hours before departure, or the evening before for early departures). If the check identifies a change that alters the briefing, Consultant amends it at no charge. If Client reports a new departure time, Consultant moves the check. The final conditions check is the only monitoring Consultant undertakes.

(e) Coverage and Updates. Each briefing covers the flight described in its coverage line. If the aircraft, crew, operator, airports, or date change, Client may order an update at the update price. If Consultant learns that a flight has changed, Consultant will tell Client once that the briefing no longer matches the flight and offer an update, but Consultant has no duty to monitor for changes. Consultant determines whether a change requires a paid update; where that is unclear, Consultant provides the update without charge. Consultant does not withhold information it knows bears on the safety of the flight because an update was not purchased.

(f) Membership Programs. Any membership program Consultant offers is governed by separate terms.

1.5 Acceptance. Client accepts this Agreement by checking the acceptance box when submitting an order request through Consultant's website, or by signing it. Electronic acceptance has the same effect as a handwritten signature. When accepting online, Client separately acknowledges Sections 5 (Assumption of Risk; Release; Covenant Not to Sue), 7 (Limitation of Liability), and 8 (Indemnification). The individual accepting represents that he or she is at least 18 years of age and has authority to bind Client and, where ordering on behalf of another person, that person. Consultant will keep a record of the version accepted, the date and time of acceptance, and the identity of the individual accepting. Consultant may update this Agreement for future Orders; the version in effect when an order request is submitted governs the resulting Order.

2. Client Responsibilities and Operational Control.

2.1 Independent Verification. Client will independently verify all information material to a flight using current official information and, as appropriate, information from the pilot in command, operator, applicable aviation authority, official weather provider, maintenance provider, or another qualified source. Client will not use any Advisory Materials or briefing as a substitute for current official information, required preflight planning, regulatory compliance, professional judgment, or emergency procedures.

2.2 Final Authority. The pilot in command and applicable operator, including Client when serving in either capacity, retain exclusive operational control, responsibility, and final authority over the aircraft and every decision concerning a flight. Client will not represent that Consultant exercises operational control or has approved, certified, cleared, guaranteed, or directed a flight.

2.3 Client Information and Changes. Client will timely provide complete and accurate information requested by Consultant and promptly disclose changes. Consultant may rely on information supplied by Client and third parties without independent investigation. A briefing reflects information reasonably available when prepared. Conditions, data, personnel, schedules, and risks may change without notice. Consultant may, but is not obligated to, issue a correction notice if it later identifies a material error in a briefing. Any correction notice is provided as a discretionary accommodation, is not an admission of fault, negligence, breach, or liability, and does not create or imply any continuing duty to monitor, investigate, update, supplement, or correct a briefing after delivery unless an Order expressly states otherwise.

3. Technology, Data, and Human Review.

3.1 Technology-Assisted Services. Consultant may use software, automation, algorithms, artificial intelligence tools, and third-party data or services to collect, organize, compare, summarize, or analyze information. Consultant's human analysts review those outputs and make all analytical judgments reflected in the Advisory Materials. Technology and human review may fail to identify an error, omission, change, anomaly, or risk.

3.2 Data Limitations. Source information may be incomplete, inaccurate, delayed, unavailable, inconsistent, or supplied by persons beyond Consultant's control. Consultant does not warrant the accuracy, completeness, reliability, timeliness, availability, or continued accessibility of third-party information or technology. Client accepts that not all hazards can be discovered, predicted, quantified, or eliminated.

3.3 No Automated Decision-Making by Client. Client will not use any Advisory Materials as the sole basis for an operational aviation decision and will not remove, obscure, or alter any warning, qualification, source notation, date, time, or limitation accompanying the Services or any Advisory Material.

4. Fees and Payment.

4.1 Fees. Client will pay the fees stated in each Order, including any service-level surcharge stated in the Order. Fees are due when Consultant confirms an Order and before work begins. Fees are earned and nonrefundable once work on an Order begins, including if the applicable flight is cancelled, delayed, or changed for any reason. Consultant may, in its sole discretion, grant a full or partial credit or refund in a particular case, but any such accommodation does not waive this Section 4.1 or obligate Consultant to grant an accommodation in any other case. Past-due amounts accrue interest at the lesser of 1.5% per month or the maximum lawful rate. Consultant may suspend performance for overdue amounts, incomplete information, unsafe or unlawful requests, or a material breach.

4.2 Taxes and Scope Changes. Fees exclude applicable taxes and charges imposed by governmental authorities, other than taxes on Consultant's net income. Requests outside the Services stated in an Order require Consultant's written approval and may result in additional fees. No payment increases Consultant's duties, warranties, standard of care, or liability.

5. Assumption of Risk; Release; Covenant Not to Sue.

5.1 Inherent and Residual Risks. Client understands that aviation involves risks of property damage, serious bodily injury, and death, including risks arising from weather, mechanical failure, maintenance, flight crew, operator conduct, airport conditions, air traffic, security events, inaccurate or unavailable information, human error, software error, automation, artificial intelligence, and circumstances that cannot reasonably be anticipated or controlled. Client knowingly and voluntarily assumes all risks associated with Client's travel decisions and use of or reliance on the Services, including risks arising from the ordinary negligence of Consultant or a Protected Person, except to the extent such risks cannot lawfully be assumed in advance.

5.2 EXPRESS RELEASE OF CLAIMS FOR CONSULTANT'S OWN NEGLIGENCE. CLIENT EXPRESSLY UNDERSTANDS AND AGREES THAT THIS SECTION RELEASES CLAIMS BASED ON THE ORDINARY NEGLIGENCE OF CONSULTANT AND THE PROTECTED PERSONS. TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT, FOR ITSELF AND, TO THE EXTENT CLIENT HAS LEGAL AUTHORITY TO BIND THEM, ITS SUCCESSORS, ASSIGNS, INSURERS, AND SUBROGEEES, RELEASES AND FOREVER DISCHARGES CONSULTANT AND ITS CURRENT AND FORMER MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, CONTRACTORS, CONSULTANTS, ANALYSTS, REVIEWERS, AGENTS, REPRESENTATIVES, AFFILIATES, LICENSORS, AND SERVICE PROVIDERS [COLLECTIVELY, THE "PROTECTED PERSONS"] FROM ALL CLAIMS ARISING OUT OF OR RELATING TO THE SERVICES, ANY BRIEFING, ANY TRAVEL OR FLIGHT DECISION, OR ANY AVIATION EVENT, INCLUDING CLAIMS FOR

PERSONAL INJURY, DEATH, PROPERTY DAMAGE, OR ECONOMIC LOSS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OF CONSULTANT OR A PROTECTED PERSON, WHETHER SOLE, JOINT, CONCURRENT, ACTIVE, PASSIVE, DIRECT, OR VICARIOUS. THIS RELEASE DOES NOT APPLY TO GROSS NEGLIGENCE, RECKLESS OR INTENTIONAL MISCONDUCT, OR LIABILITY THAT APPLICABLE LAW PROHIBITS THE PARTIES FROM RELEASING IN ADVANCE.

5.3 COVENANT NOT TO SUE INDIVIDUALS. CLIENT AGREES THAT ITS SOLE CONTRACTUAL COUNTERPART IS CONSULTANT. TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT WILL NOT ASSERT ANY CLAIM ARISING FROM OR RELATING TO THE SERVICES AGAINST A PROTECTED PERSON INDIVIDUALLY. CLIENT WILL LOOK SOLELY TO CONSULTANT, AND NOT TO ANY PROTECTED PERSON OR THAT PERSON'S ASSETS, FOR ANY RECOVERY. EACH PROTECTED PERSON IS AN EXPRESS THIRD-PARTY BENEFICIARY OF SECTIONS 5 THROUGH 8 AND MAY ENFORCE THEM DIRECTLY. NO PROTECTED PERSON IS A PARTY TO THIS AGREEMENT MERELY BY PERFORMING SERVICES, COMMUNICATING WITH CLIENT, OR SIGNING FOR CONSULTANT IN A REPRESENTATIVE CAPACITY.

5.4 Separate Entity. Client acknowledges that Consultant is a separate Florida limited liability company; that all Services are provided solely by or on behalf of Consultant; and that no member, manager, officer, employee, contractor, consultant, analyst, reviewer, or agent undertakes any personal contractual obligation, warranty, guarantee, or duty to Client by participating in the Services.

6. Disclaimers. THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT DISCLAIMS ALL EXPRESS, IMPLIED, STATUTORY, AND OTHER WARRANTIES, INCLUDING WARRANTIES OF ACCURACY, COMPLETENESS, TIMELINESS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, REGULATORY COMPLIANCE, SAFETY, SECURITY, AND RESULTS. CONSULTANT DOES NOT WARRANT THAT THE SERVICES WILL IDENTIFY EVERY MATERIAL FACT OR RISK, BE ERROR-FREE, PREVENT AN ACCIDENT OR LOSS, OR MAKE ANY PERSON, PROVIDER, AIRCRAFT, OR FLIGHT SAFE. NO ORAL OR WRITTEN STATEMENT CREATES A WARRANTY UNLESS EXPRESSLY INCLUDED IN AN ORDER CONFIRMED IN WRITING BY CONSULTANT.

7. Limitation of Liability.

7.1 EXCLUDED DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT AND THE PROTECTED PERSONS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, MULTIPLE, OR CONSEQUENTIAL DAMAGES; LOSS OF PROFITS, REVENUE, BUSINESS, CONTRACTS, OPPORTUNITY, GOODWILL, USE, OR DATA; DIMINUTION IN VALUE; BUSINESS INTERRUPTION; SUBSTITUTE TRANSPORTATION; DELAY; CANCELLATION; OR REPUTATIONAL HARM, REGARDLESS OF THE THEORY OF LIABILITY AND EVEN IF ADVISED OF THE POSSIBILITY. THIS EXCLUSION IS A SEPARATE AND INDEPENDENT ALLOCATION OF RISK AND APPLIES WHETHER OR NOT A CLAIMED DAMAGE WAS FORESEEABLE OR A LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

7.2 SOLE AND AGGREGATE LIABILITY CAP. TO THE FULLEST EXTENT PERMITTED BY LAW, THE COMBINED, CUMULATIVE LIABILITY OF CONSULTANT AND ALL PROTECTED PERSONS FOR ALL CLAIMS, LOSSES, INJURIES, DEATHS, DAMAGES, AND EXPENSES ARISING OUT OF OR RELATING TO THE SAME OR RELATED SERVICES, ORDER, FLIGHT, TRIP, EVENT, ACT, OMISSION, OR SERIES OF EVENTS WILL NOT EXCEED THE LESSER OF: (A) THE FEES ACTUALLY PAID TO CONSULTANT FOR THE SPECIFIC SERVICE OR BRIEFING GIVING RISE TO THE CLAIM; OR (B) \$2,500. THIS IS ONE SHARED CAP FOR CONSULTANT AND ALL PROTECTED PERSONS, ALL CLAIMANTS, ALL THEORIES OF LIABILITY, AND ALL OCCURRENCES ARISING FROM THE SAME OR RELATED FACTS. MULTIPLE CLAIMS,

CLAIMANTS, ORDERS, DELIVERABLES, INJURIES, OR LEGAL THEORIES DO NOT ENLARGE THE CAP. THE CAP APPLIES TO CLAIMS IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, WARRANTY, STATUTE, EQUITY, OR OTHERWISE, EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

7.3 Essential Basis; Nonwaivable Liability. The fees reflect the allocations of risk in Sections 5 through 8, without which Consultant would not provide the Services at the stated price. Those provisions apply separately and cumulatively. They do not limit liability to the extent a final, nonappealable judgment determines that a limitation is prohibited by applicable law, including liability for gross negligence, reckless or intentional misconduct to the extent it cannot lawfully be limited. Any unenforceable limitation will be reformed to provide the maximum lawful protection. Nothing in this Agreement creates or expands a duty, standard of care, warranty, or liability that would not otherwise exist.

8. Indemnification.

8.1 Client Indemnity. To the fullest extent permitted by law, Client will defend, indemnify, and hold harmless Consultant and each Protected Person from and against every third-party claim, demand, suit, investigation, proceeding, liability, loss, judgment, settlement, damage, fine, penalty, cost, and expense, including attorney fees, expert fees, investigation costs, and appellate fees, arising out of or relating to: (a) Client's breach of this Agreement or an Order; (b) inaccurate, incomplete, misleading, or untimely information supplied by or for Client; (c) Client's selection, booking, arrangement, approval, operation, cancellation, or use of a flight, aircraft, airport, pilot, crew, operator, broker, maintenance provider, or other aviation provider; (d) Client's or any recipient's use of, reliance on, distribution of, alteration of, or failure to independently verify the Services; (e) a claim by a passenger, guest, employee, family member, insurer, subrogee, operator, pilot, broker, or other person arising from Client's unauthorized disclosure, alteration, misuse, or misrepresentation of the Services or Client's breach of this Agreement or (f) allegations arising from Client's acts or omissions, including allegations that Client and Consultant or a Protected Person were jointly or concurrently negligent, but only to the extent attributable to Client's acts or omissions.

8.2 Excluded Conduct. Client's obligations do not extend to the extent a claim results from the negligence, gross negligence, reckless misconduct, or intentional misconduct of an indemnified party, as determined by a final, nonappealable judgment.

8.3 Defense Procedure. The duty to defend arises immediately upon tender of a covered claim and is separate from the duty to indemnify. Consultant may select counsel and control the defense. Client will promptly advance defense costs as incurred. Client may not settle a claim without Consultant's written consent if the settlement admits fault, imposes a nonmonetary obligation, does not provide an unconditional release of every indemnified party, or is not fully funded by Client. Consultant's participation, assumption of defense, or failure to tender immediately does not waive Client's obligations.

9. Insurance. Client will maintain all insurance required by law and any aviation insurance customarily maintained for Client's aircraft and operations. If Client is an aircraft owner, charterer, employer, sponsor, team, production company, tour organizer, or business arranging travel for others, Client will maintain insurance reasonably appropriate to its operations, aircraft use, passengers, and contractual obligations. Upon request, Client will provide reasonable evidence of coverage. Insurance does not limit Client's obligations under this Agreement. If commercially available under Client's existing policies without material additional cost, reduction in coverage, or adverse effect on Client's insurance, Client will use commercially reasonable efforts to name Consultant and the Protected Persons as additional insureds, with primary and noncontributory coverage and waiver of subrogation. Failure to obtain any such endorsement despite those efforts is not a breach.

10. Confidentiality and Data.

10.1 Confidential Information. Each Party will protect the other Party's nonpublic information using at least reasonable care and use it only to perform or receive the Services. These obligations do not apply to information that the recipient can establish was lawfully known without restriction, independently developed, rightfully received without restriction, or publicly available without breach. A recipient may disclose information as legally required after prompt notice, if legally permitted.

10.2 Permitted Processing. Client authorizes Consultant and its service providers to process information supplied by Client as reasonably necessary to perform, secure, support, improve, and document the Services. Client will not provide classified information, export-controlled technical data, medical records, payment-card data, government identification numbers, or other highly regulated information unless Consultant expressly agrees in writing. Operator review (optional). If Client opts in for a particular Order, Consultant may share relevant findings with the operator of that flight before delivery so the operator can correct facts or address an identified issue. Consultant decides what to share and is not required to share findings or to delay delivery. Consultant will not identify Client to the operator unless Client authorizes it when opting in. Findings are not changed at an operator's request: a factual error is corrected, and the operator's response and any mitigation are reported to Client with the finding. Without an opt-in, Consultant does not share findings with an operator before delivery.

10.3 User Identity. Consultant will not publicly disclose Client's identity or association with the Services without Client's consent, except as required by valid subpoena, court order, or other legally enforceable process. To the extent legally permitted, Consultant will provide Client with prompt notice before making a required disclosure.

11. Intellectual Property and Use Restrictions.

11.1 Ownership. Consultant and its licensors retain all rights in the Services, Advisory Materials, methodologies, systems, software, prompts, workflows, models, templates, databases, rating methods, source matrices, know-how, trade secrets, and other materials, including all modifications and derivatives. Subject to Client's payment and compliance, Consultant grants Client a limited, nonexclusive, nontransferable, nonsublicensable right to use final deliverables internally for the specific travel evaluation identified in the applicable Order.

11.2 Restrictions. Client will not, and will not permit any third party to, publish, sell, license, distribute, reverse engineer, extract, scrape, crawl, harvest, or systematically collect any content from the Services, Consultant's website, or Consultant materials; use any such content to develop, train, test, validate, fine-tune, benchmark, or improve any artificial intelligence, machine-learning, automated decision-making, or similar model or system; remove proprietary notices; or create derivative works. Client may provide a final deliverable only to: (a) the individual for whose travel the Services were ordered and the passengers covered by the applicable Order; (b) Client's personnel, family-office personnel, travel advisors, and other representatives who reasonably need the deliverable for that travel evaluation; and (c) an operator, pilot, broker, vendor, or other aviation provider involved in the applicable flight or specifically addressed in the deliverable, in each case only as reasonably necessary for the travel evaluation. Before disclosure, Client will inform each recipient that the deliverable is advisory, confidential, not independently verified, and subject to this Agreement. Client will not disclose findings concerning an identified individual except to that individual, the applicable operator or employer, or another person with a legitimate need to know in connection with the applicable travel evaluation.

11.3 Links to Consultant's Website. Referral, editorial, and press links to publicly available pages of Consultant's website are permitted without prior consent, provided the link is lawful, fair, and not misleading and does not imply Consultant's endorsement, sponsorship, affiliation, or approval. Client may not, and may not authorize or assist any other person to, frame the website, display website content on another site, use Consultant's trademarks or logos in a link without permission, or link from unlawful,

deceptive, defamatory, or infringing content. Consultant may require removal of a link that violates this Section or could reasonably harm Consultant or its reputation.

11.4 Permission Requests. Requests for permission to use Consultant's content, trademarks, logos, or other materials may be sent to Consultant at its email address or mailing address stated on the signature page below. No requested use is authorized unless Consultant approves it in writing.

12. Term and Termination. This Agreement begins on the Effective Date and continues until terminated by either Party upon written notice. Termination does not affect an accepted Order already in progress unless Consultant agrees otherwise. Consultant may immediately terminate or suspend Services for nonpayment, unlawful or unsafe requests, misuse, threats to systems or personnel, or material breach. Sections 1.2, 1.3, 2, 3.2, 3.3, 4 through 11, and 13 through 16 survive termination.

13. Dispute Resolution; Governing Law.

13.1 Florida Law and Exclusive Forum. Florida law governs this Agreement, without regard to conflict-of-laws rules. Subject to Section 13.2, each Party irrevocably submits to the exclusive jurisdiction of the state courts located in Sarasota County, Florida, and the United States District Court having jurisdiction over that county, and waives any objection based on venue or inconvenient forum.

13.2 Presuit Notice and Mediation. Before filing suit, a claimant must provide detailed written notice of the claim and allow 30 days for response. The Parties will then attempt in good faith to resolve the dispute through confidential mediation in Sarasota County, Florida. This requirement does not prevent a Party from seeking temporary injunctive relief or filing solely to preserve a limitations period.

13.3 JURY-TRIAL WAIVER. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY KNOWINGLY, VOLUNTARILY, AND IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, AN ORDER, OR THE SERVICES.

13.4 Statutory Limitations Periods. Each claim must be commenced within the period permitted by applicable law. Nothing in this Agreement is intended to shorten a Florida statutory limitations period in violation of section 95.03, Florida Statutes.

14. Notices. All notices under this Agreement must be in writing and delivered by personal delivery, nationally recognized overnight courier, certified U.S. mail, return receipt requested, or email with confirmation of receipt, to the applicable notice address and email address stated in that Party's signature block. A Party may change its notice information by notice given in accordance with this Section. Notice is effective upon receipt.

15. General Terms.

15.1 Independent Contractor. Consultant is an independent contractor. Nothing creates a fiduciary, employment, agency, joint venture, partnership, carrier-passenger, broker, operator, or insurer relationship. Client has no authority to bind Consultant, and Consultant has no authority to bind Client or any aviation provider.

15.2 Assignment and Subcontracting. Client may not assign this Agreement or an Order without Consultant's written consent. Consultant may assign this Agreement to an affiliate or in connection with a merger, reorganization, financing, sale of equity, or sale of substantially all relevant assets and may use employees, contractors, consultants, technology providers, and other subcontractors to perform the Services.

15.3 Force Majeure. Consultant is not liable for delay, interruption, unavailability, or nonperformance caused by events beyond its reasonable control, including data-source failure, communications or cloud

outage, cyberattack, labor disturbance, government action, weather, natural disaster, epidemic, war, terrorism, civil unrest, or transportation disruption.

15.4 Construction; Severability. Headings are for convenience only. “Including” means “including without limitation.” No presumption arises against a drafter. If any provision is invalid or unenforceable, it will be reformed to the minimum extent necessary to make it enforceable and provide the maximum lawful protection, and the remaining provisions remain effective.

15.5 Entire Agreement; Order of Precedence. This Agreement and each accepted Order constitute the entire agreement concerning the Services and supersede prior or contemporaneous proposals, communications, and understandings. If an Order conflicts with this Agreement, this Agreement controls unless the Order expressly identifies the provision being modified and is confirmed in writing by an authorized representative of Consultant. Except as provided in Section 1.5, any amendment or waiver must be in a writing signed by the Party against whom enforcement is sought. A waiver on one occasion is not a waiver on another.

15.6 Counterparts and Electronic Signatures. This Agreement may be executed in counterparts and by electronic signature, each of which is deemed an original and all of which together constitute one instrument.

16. AVIATION-SPECIFIC ACKNOWLEDGMENTS. CLIENT ACKNOWLEDGES AND AGREES THAT: (A) AVIATION INVOLVES INHERENT AND RESIDUAL RISKS OF SERIOUS INJURY, DEATH, AND PROPERTY LOSS; (B) CONSULTANT IS AN INDEPENDENT INFORMATION AND ADVISORY SERVICE FOR PASSENGERS AND OTHER CLIENTS, NOT AN AIR CARRIER, CHARTER OPERATOR, BROKER, PILOT, DISPATCHER, MAINTENANCE PROVIDER, WEATHER PROVIDER, CERTIFIER, REGULATOR, OR INSURER; (C) CONSULTANT DOES NOT EXERCISE OPERATIONAL CONTROL OR MAKE GO/NO-GO, ROUTING, FUEL, WEATHER, AIRWORTHINESS, CREW, SECURITY, OR EMERGENCY DECISIONS; (D) THE PILOT IN COMMAND AND OPERATOR, INCLUDING CLIENT WHEN SERVING IN EITHER CAPACITY, RETAIN ALL LEGAL AND OPERATIONAL RESPONSIBILITY; (E) A BRIEFING IS TIME-SENSITIVE, MAY DEPEND ON INCOMPLETE OR DELAYED THIRD-PARTY DATA, AND MAY INCLUDE SOFTWARE-, AUTOMATION-, OR AI-ASSISTED ANALYSIS SUBJECT TO HUMAN REVIEW; (F) HUMAN REVIEW DOES NOT GUARANTEE THAT EVERY ERROR, HAZARD, OR CHANGE WILL BE IDENTIFIED; (G) CLIENT MUST OBTAIN AND RELY ON CURRENT OFFICIAL AND OPERATOR-SUPPLIED INFORMATION FOR EVERY FLIGHT; (H) CLIENT WILL NOT TREAT ANY ADVISORY MATERIALS AS AN ENDORSEMENT, CONDEMNATION, CERTIFICATION, GUARANTEE, OR DIRECTION TO FLY OR NOT FLY; AND (I) CONSULTANT MAY DECLINE, SUSPEND, OR WITHDRAW A BRIEFING WITHOUT ASSUMING RESPONSIBILITY FOR CLIENT’S TRAVEL DECISION.

SIGNATURE PAGE (FOR CLIENTS WHO SIGN)

Clients who accept these Client Terms of Service online under Section 1.5 do not need to sign. Clients who prefer a signed agreement may sign below.

CLIENT

Signature

Print Name

Company (if any)

Title

Address

Email

CONSULTANT

PAXBRIEF, LLC (a Florida limited liability company)

By: _____

Nathan J. Childers, President

Address: 215 Pine Ranch East Road, Osprey, FL 34229

Email: nathan.childers@paxbrief.com

Effective Date: _____, 20____

SCHEDULE 1
ORDER CONFIRMATION

Consultant confirms each accepted order request in this form. The Order is formed when Client pays the fees stated below. The Order is governed by this Agreement; if the Order conflicts with this Agreement, Section 15.5 applies.

Order number and date	Assigned by Consultant
Client; ordered by	The Client, and the individual placing the order request if different
Persons covered	The principal and passengers for whose travel the Order is placed
Services	Convergent Risk Briefing, with or without the Risk Mitigation Briefing added; or a Targeted Analysis (stating which analysis); Comparative Analysis and Additional Same-Day Leg where ordered; whether an update is added
Flight	Aircraft; operator; crew (if known); departure airport; destination airport; departure date and local time
Requested delivery time	As stated in Client's order request
Committed delivery time	As confirmed by Consultant
Service level	Standard, Expedited or Time-Critical, as determined by the requested timing (briefings only)
Final conditions check	Included, with its scheduled time (Convergent Risk Briefing); or not included (Targeted Analysis)
Operator review before delivery	Opted in or not; whether Client may be identified to the operator
Price	Itemized, with any service-level surcharge shown separately
Payment	Due before work begins, by the payment method Consultant provides
Coverage line	"This briefing covers: [aircraft], [crew], [operator], [departure airport] to [destination airport], [date]."
Terms accepted	The version of this Agreement accepted, and the date and time of acceptance