TERMS OF SERVICE

X-Plane Simulation Systems Consulting & Cockpit Integration

1. Provider and scope of these terms

These Terms of Service apply to consulting services supplied under the name “X-Plane Simulation Systems Consulting & Cockpit Integration” (the “Service”). The service is provided by (“Provider”):

Midwest Simulations
Lüneburger Weg 1a
40468 Düsseldorf
Germany
e-mail: sales@midwestsimulations.com

The Service provides technical consulting, diagnosis, configuration guidance, calibration assistance and system-level troubleshooting for X-Plane flight simulation environments. **It is not an aviation, flight-safety, aircraft-maintenance, engineering certification or real-world operational service.**

2. Service scope

Depending on the agreed order, the Service may cover:

- X-Plane 11 and X-Plane 12 configuration and troubleshooting;
- aircraft integration and avionics behaviour, including Zibo, Toliss and comparable add-ons;
- hardware interfaces, including CPFlight, OpenCockpits, CockpitSonic, Skalarki, I/O modules and custom controllers;
- control calibration, throttle systems, potentiometers and input/output mapping;
- DataRef architecture, data flow and control logic troubleshooting;
- plugin compatibility, conflicts, simulator stability and performance diagnostics;
- networked cockpit configurations and multi-computer simulator architectures; and
- integration and communication issues between simulator software, aircraft add-ons and cockpit hardware.

The Provider will use reasonable professional care to investigate the issue and provide the agreed consulting assistance. The Service is an advisory and troubleshooting service; unless expressly agreed in writing, it does not include a guarantee that a particular fault can be identified, that a third-party product will function, or that a particular result or performance level will be achieved.

3. Excluded services and limitations of scope

The following are outside the Service unless separately agreed in writing:

- Immersive Display Pro, projection alignment, multi-projector warping, blending or screen-alignment systems;
- physical repair, soldering, fabrication, electrical rewiring or modification of hardware;
- manufacturer warranty claims, vendor-level support or representation on the Client’s behalf;
- reverse engineering of closed or proprietary systems where no supported interface or lawful access is available;
- development of new software, plugins, aircraft or hardware drivers, unless separately quoted;

- recovery of data or repair of damage caused by pre-existing faults, malware, unsupported modifications or third-party actions; and
- any work that would require unsafe, unlawful or unauthorised access to systems or data.

The Provider may decline, pause or stop work where the requested task is outside scope, cannot reasonably be performed remotely, presents a safety or security concern, requires unavailable third-party cooperation, or would require access or actions the Client is not authorised to provide.

4. Remote consulting

Remote consulting is available worldwide and is normally delivered through tools like MeshCentral, AnyDesk, TeamViewer or RustDesk, or another mutually agreed remote-support method. The Client must install or make available the agreed software, initiate or approve the connection, and remain present or otherwise supervise access as agreed.

- The Client authorises access only for the agreed consulting session and may end the connection at any time.
- The Client must close unrelated private or confidential material before sharing the screen and must not disclose passwords, payment details or other credentials unnecessarily.
- The Client is responsible for maintaining current backups of simulator configurations, aircraft files, plugins, scripts, controller profiles and other relevant data before work begins.
- The Client is responsible for ensuring that they have the necessary licences, permissions and authority for all software, hardware, networks and data made available during the session.
- Remote work depends on the Client's internet connection, local network, computer performance, third-party services and the availability and condition of the Client's equipment.

The Provider will take reasonable care when accessing and changing systems, but cannot guarantee uninterrupted remote access or prevent every interruption, compatibility issue or failure arising from the Client's environment or third-party products.

5. Onsite consulting

Onsite consulting is available only by prior arrangement and written confirmation of the location, scope, schedule and estimated travel requirements. It may be appropriate for complex simulator installations or cockpit builds that cannot reasonably be addressed remotely.

Onsite consulting is charged at the agreed hourly rate. All reasonable travel-related expenses incurred for the engagement are reimbursable by the Client, including transport, tolls and accommodation where required. Net travel time is charged at €60 per hour.

"Net travel time" means the actual door-to-door travel duration required to travel from the Provider's departure point to the Client's location and return. Time spent resting or in accommodation between travel segments is excluded. The Provider will, where reasonably practicable, advise the Client of anticipated travel costs before the visit.

The Client must provide safe and reasonable access to the premises, equipment, power, network connectivity and working area needed for the agreed task. The Client is responsible for obtaining any site permissions and ensuring that the installation is safe to inspect. The Provider may refuse or suspend onsite work where conditions are unsafe or materially different from those agreed.

6. Rates, billing and payment

6.1 Standard hourly consulting

The standard rate is €120 per hour. The minimum billable period is 15 minutes (€30). After the minimum period, time is billed in 15-minute increments. The billable time includes the agreed diagnosis, configuration, testing, troubleshooting and technical discussion performed during the engagement.

6.2 Annual Consulting Retainer

The annual retainer costs €650 per annual term and includes up to 6 hours of consulting during that term. It is intended for ongoing support and case continuity. It also includes priority scheduling during business days and retention of relevant case/configuration history to support continuity between sessions.

Consulting time used is deducted from the six-hour allowance. Once the included allowance has been used, additional consulting is charged at €95 per hour. The annual retainer does not include emergency/priority rates, travel time or travel expenses unless expressly agreed in writing. Unused included hours expire at the end of the annual term and have no cash value, subject always to any mandatory rights the Client may have under applicable law.

The retainer is valid for one year from the start date stated in the order confirmation. It renews automatically at the end of this period, unless it is cancelled in writing at least one month before expiration. The retainer fee is payable in accordance with the invoice or order confirmation.

6.3 Priority / Emergency consulting

Regular business hours are 08:00–22:00 German local time in Düsseldorf (UTC+1/UTC+2 during daylight savings time from March to October). Throughout these terms, “public holidays” means statutory public holidays observed in Düsseldorf, Germany. Consulting requests on Saturdays, Sundays and public holidays are classified as Priority / Emergency Consulting and carry a surcharge of 50% on the time billed, including requests within these hours. The minimum billable period is 15 minutes + 50% surcharge. Thereafter, time is billed in 15-minute increments, carrying the same surcharge on top. Requests outside regular business hours may also be classified as emergency engagements at the Provider’s discretion, taking account of urgency and operational impact. The applicable rate and availability will be confirmed before work starts wherever practicable.

Priority handling means that the request is prioritised over standard engagements; it does not guarantee immediate availability, a particular response time, or resolution within a specified period. Emergency consulting is subject to the Provider’s availability.

6.4 Onsite and travel billing

Onsite consulting is billed at the agreed hourly rate. Net travel time is billed separately at €60 per hour, and travel-related expenses are reimbursed as described in Section 5. Onsite work is not included in the annual retainer unless expressly stated in writing. If an onsite engagement takes place on a weekend or public holiday, the parties must agree the applicable consulting rate in advance; absent a separate written agreement, the Priority / Emergency rate applies to consulting time.

6.5 Invoices, taxes and late payment

Invoices are payable by the due date stated on the invoice. Prices are stated in euros. Whether VAT is included, added or not charged will be shown on the applicable offer or invoice in accordance with the Provider’s tax status and applicable law. Any legally recoverable late-payment interest and reasonable collection costs may

be charged. The Provider may pause non-emergency work where an undisputed invoice is overdue, after giving reasonable notice.

Unless otherwise agreed, the Provider will inform the Client if the requested work is likely to materially exceed an estimate or any agreed spending limit and will seek approval before continuing beyond it.

7. Engagement process

1. Initial enquiry: The Client provides a description of the issue, simulator version, relevant aircraft/add-ons, hardware, plugins and a brief overview of the setup.
2. Preliminary assessment: The Provider reviews the information, identifies likely areas of investigation and, where possible, provides an estimated effort, rate category and any known prerequisites.
3. Agreement and scheduling: The parties confirm the service type, rate, scope, appointment and any spending limit. Onsite visits also require confirmation of travel arrangements and expenses.
4. Preparation: The Client backs up relevant files, checks access and permissions, and prepares the system for the session.
5. Connection or site visit: Remote access is established using the agreed tool, or the Provider attends the agreed location.
6. Diagnosis and assistance: The Provider investigates the reported issue, explains findings and performs or recommends agreed configuration or troubleshooting steps.
7. Completion and follow-up: The Provider may provide concise follow-up notes or configuration guidance if agreed. Further investigation or additional work is billed at the applicable rate.

8. Client responsibilities

- Provide accurate and complete information about the simulator environment, symptoms, recent changes and relevant third-party products.
- Maintain valid licences and comply with the terms of all software, aircraft add-ons, plugins and hardware used.
- Make reasonable backups before any troubleshooting or configuration change and verify that backups are usable.
- Ensure that equipment is electrically and physically safe and that the Client has authority to grant the requested access.
- Follow reasonable instructions and promptly report unexpected behaviour, data loss or other issues observed during or after a session.
- Review proposed changes and confirm before any action that the Provider identifies as potentially disruptive or irreversible.

9. Third-party products and dependencies

The Service may involve software, aircraft add-ons, plugins, drivers, hardware and online services supplied by third parties. Those products remain subject to their respective manufacturers' terms, licences, support policies and warranties. The Provider does not control third-party products and is not responsible for their availability, updates, defects, security, continued compatibility or changes. The Provider may recommend that the Client contact the relevant manufacturer or vendor where the issue requires vendor-level access or intervention.

10. No guarantee of outcome

Flight simulation environments are highly individual and may include unsupported, modified or undocumented combinations of hardware and software. Troubleshooting may identify a cause without being able to resolve it. A fault may recur after software updates, configuration changes, hardware failure or third-party intervention. The Provider does not warrant that the Service will make a simulator error-free, uninterrupted, compatible with every add-on, or fit for any real-world aviation purpose.

11. Data, privacy and remote access

The Provider will use information supplied by the Client only as reasonably necessary to administer and perform the Service, maintain relevant case continuity, communicate with the Client and meet legal obligations. Access to the Client's system is limited to the agreed purpose and session to the extent reasonably practicable. The Provider will take reasonable steps to protect information received, but remote-support tools and internet communications involve risks that cannot be eliminated entirely.

The Client should avoid displaying or transmitting personal, confidential or sensitive information that is not needed for the engagement. Any personal data processing must be handled in accordance with applicable data-protection law.

12. Cancellations, rescheduling and interruptions

The Client should give as much notice as reasonably possible if an appointment must be cancelled or rescheduled. The Provider may charge for consulting time already performed and for non-refundable third-party or travel costs already incurred, to the extent permitted by applicable law and disclosed or agreed in advance. If the Provider must cancel, the parties will arrange a replacement appointment or address any refund due for prepaid services not supplied.

If a session is interrupted by the Client's internet, power, hardware or software environment, time spent actively diagnosing or reasonably attempting to restore the agreed session may be billable. The Provider will use reasonable judgement and communicate where an interruption materially affects the engagement.

13. Liability

Nothing in these terms excludes or limits liability where such exclusion or limitation is not permitted by applicable law. In particular, liability remains unlimited to the extent required by law, including for intent, gross negligence, injury to life, body or health, fraudulent concealment, an expressly assumed guarantee, and liability under mandatory product-liability rules.

For slight negligence, the Provider is liable only for breach of a material contractual obligation whose fulfilment is essential to the proper performance of the agreement and on which the Client may ordinarily rely. In that case, liability is limited to the foreseeable damage typical for this type of contract, subject to the contract-value cap and its exceptions below.

Subject to the exceptions in this Section 13, the Provider's aggregate liability for all claims arising out of or in connection with the relevant contract, irrespective of their legal basis, is capped at the contract value. This cap does not apply to any liability described as unlimited in the first paragraph of this Section 13, to liability that cannot lawfully be limited, or where applying the cap would restrict recovery of foreseeable damage typical for this type of contract resulting from a slightly negligent breach of a material contractual obligation. In that last case, the limitation to foreseeable damage typical for this type of contract applies instead.

"Contract value" for an hourly contract means the total consulting fees paid or payable under that contract during the last 365 days before the event giving rise to the claim. Fees under other contracts and fees outside

that period are not included. For an annual retainer, it means the retainer fee plus any additional consulting fees paid or payable under that retainer for the annual term in which the event giving rise to the claim occurred; fees for other annual terms are not included. Travel-time charges forming part of the relevant contract and falling within the applicable period are included, but VAT and reimbursed third-party travel expenses are excluded. The cap is an aggregate limit for the relevant contract or annual retainer term, not a separate limit for each claim. Separately ordered onsite engagements have their own contract value, calculated using the same 365-day period where billed on an hourly basis.

To the extent permitted by law, the Provider is not liable for indirect or consequential loss, loss of profit, loss of business opportunity, loss arising from simulator downtime, or loss or corruption of data. This exclusion does not apply to the unlimited liability described in the first paragraph of this Section 13. The Client remains responsible for maintaining appropriate backups. This provision does not remove any liability that cannot legally be excluded.

The Provider is not responsible for faults or damage caused by pre-existing defects, inaccurate information, unsafe equipment, unsupported modifications, third-party software or hardware, network or power failures, or actions taken by the Client or other persons, except to the extent caused by the Provider's own breach for which the Provider is legally liable.

14. Intellectual property and work product

Each party retains ownership of materials, software, documentation and intellectual property it owned before the engagement. Unless otherwise agreed, any general methods, know-how, troubleshooting techniques and reusable tools developed or used by the Provider remain the Provider's property. The Client may use configuration notes and deliverables supplied for the Client's own simulator environment, subject to third-party licences and rights. No ownership of third-party software or proprietary interfaces is transferred.

15. Termination and annual retainer

Either party may end an individual consulting engagement when reasonably necessary, subject to payment for work already performed and any properly incurred, recoverable expenses. The Provider may suspend or terminate an engagement for non-payment, abusive conduct, unsafe conditions, unlawful requests or material failure by the Client to cooperate, after giving notice where reasonable and legally required.

The annual retainer renews automatically at the end of each one-year term for a further one-year term unless cancelled in writing at least one month before the current term expires, as described in Section 6.2. Any termination, refund or withdrawal rights that apply under mandatory law remain unaffected. The treatment of unused hours is subject to Section 6.2 and mandatory law.

16. Complaints and dispute resolution

The Client should first contact the Provider using the contact details on the order confirmation or invoice and describe the issue and the desired resolution. The parties will try to resolve complaints promptly and in good faith. Nothing in this section restricts a Client's mandatory statutory rights or access to competent courts, regulators or consumer dispute-resolution bodies.

17. Changes to these terms

The version of these terms accepted at the time of the order applies to that order. Any material change to an existing engagement must be agreed by both parties. Updated terms may be published for future orders, subject to applicable law.

18. Governing law and mandatory rights

The governing law will be determined in accordance with applicable law. To the extent that a jurisdiction agreement is legally permissible and valid, the agreed place of jurisdiction is the Provider's place of business in Düsseldorf, Germany. If the validity or application of this jurisdiction agreement is disputed, jurisdiction will be determined by the competent court in accordance with applicable law. Any mandatory statutory rules requiring or permitting proceedings in another jurisdiction take precedence. Where the Client is a consumer, any mandatory consumer-protection rules and mandatory jurisdiction protections that apply to the Client remain unaffected. Nothing in these terms is intended to deprive a consumer of non-waivable rights.

19. Acceptance

By placing an order or confirming an engagement, the Client acknowledges that they have had the opportunity to review the applicable service description, rates and these terms, and agrees to the terms to the extent legally effective. Any order-specific quotation or written agreement takes precedence over these terms where it expressly states that it does so.