

General Terms and Conditions regarding Training

The General Terms and Conditions of this document form the contractual basis for the training services provided by the Training department of Swiss AviationSoftware Ltd., Lachenstrasse 18, 4123 Basel-Allschwil.

1. Registration, Confirmation

1.1. Registration for courses must be sent to Swiss AviationSoftware in writing by fax, email or via internet to the following address:

Swiss AviationSoftware
Training Department
Lachenstrasse 18
4123 Allschwil
Switzerland
Tel.: +41 61 582 7001
Fax.: +41 61 582 7017
E-Mail: amos_support@swiss-as.com.

1.2. The customer will receive a registration immediately. Registrations will be considered in order of receipt. Should a course already be booked up, the customer will be informed accordingly and notified of the next possible course date.

1.3. All data exchanged in the registration process will be electronically stored for internal purposes in compliance with the provisions of the Data Protection Act. After acknowledgement the registration is deemed to be binding. With its written registration the customer accepts the General Terms and Conditions of this document.

1.4. For the avoidance of doubt, any changes regarding the Registration Form or agreements via telephone shall not be binding unless confirmed in writing.

1.5. All notices shall be transmitted to the contact named by the customer.

2. Training Courses

2.1. The course fee for training course(s) to be provided at the Swiss AviationSoftware Training Centre includes the following services: instructor, training documentation and use of training systems.

2.2. Unless otherwise agreed, the training course will start at 09:00 a.m.

2.3. The courses will end at latest 5:00 p.m. Lunch-breaks will be taken by agreement.

2.4. The time period scheduled for each course allows for meal and refreshment breaks, questions on aspects of the course content. However, should the

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course contents be completed prior to the allocated time period resulting in an early finish, no adjustment will be made to the course fee.

- 2.5. The maximum number of participants of an inhouse course is 10 unless otherwise agreed. Courses to be delivered by Swiss AviationSoftware on customer's premises are limited to 10 participants. All courses will be held in English unless otherwise agreed.
- 2.6. In relation to course(s) to be delivered by Swiss AviationSoftware on customer's premises, the customer is responsible for ensuring that all reasonable and necessary training requirements are fulfilled and maintained throughout the duration of each course. For further details of necessary facilities and requirements please refer to "AMOS Training Requirements".

3. Cancellations

- 3.1. If the customer cancels a training session - initiated by the customer - within 4 weeks prior to the scheduled training date, 50% of the quoted amount shall become due. If the customer cancels a training session within 1 week prior to the scheduled training date, 100% of the amount to be paid becomes due. This rule becomes only due applicable if the training is not postponed to a later stage date.
- 3.2. If the training session - initiated by the customer - is postponed to a later date, the following rules are applicable. If within 4 weeks prior to the original training date, a rescheduling of the training session is requested, the customer has to pay 25% of the actual amount due (+ amount for the rescheduled training session). If the customer reschedules a training session within 1 week prior to the original training date, 50% of the amount to be paid becomes due (+ amount for the rescheduled training session).
- 3.3. If the customer cancels the participation of individual users who have been registered for training sessions initiated by Swiss-AS, the following rule is applicable: In case that the customer cancels the user's participation within 10 to 3 working days prior to the scheduled training date, 50% of the quoted amount shall become due. If the customer cancels the user's participation within 2 working days (or is even a no-show) prior to the scheduled training date, 100% of the amount to be paid becomes due.
- 3.4. Swiss AviationSoftware Training reserves the right to cancel or re-arrange any allocated dates for course(s) at any time, and for any reason.
- 3.5. Swiss AviationSoftware reserves the right to use a substitute instructor, modify and develop the training contents as well as – upon adequate prior notice – reschedule a course or change the location of a course.
- 3.6. In the event that Swiss AviationSoftware must stop a training course before completion, the customer may again participate in the same course at a later point of time.

- 3.7. All registrations, transfers and cancellations of courses must be made in writing.

4. Basic Knowledge

- 4.1. To participate in an advanced course, the customer must fulfil the following qualifications: the participant must have attended a Basic Course. In the interest of all parties concerned, the relevant instructor reserves the right to decide on the further course attendance of a participant, should such participant fail to fulfil the qualifications.

5. Training Documentation

- 5.1. The Swiss AviationSoftware documentation reflects the state of the art at the time of the training course. Swiss AviationSoftware reserves the right to amend the content of any course(s) without notice to customers when, in the opinion of Swiss AviationSoftware, such amendments do not fundamentally change the contents of such course(s). Swiss AviationSoftware does not give any guarantee that the information included in the training documentation will apply in an unchanged form to the future hardware and software versions.
- 5.2. If documentation is made available to the customer, the customer acquires a non-exclusive and non-assignable right of utilization in such documentations. The customer undertakes to observe the copyrights held by Swiss AviationSoftware and its licensors and not to copy or change the training documentation and / or pass it on to third parties. At home and abroad such documentation or part thereof must not be used outside the narrow limits of the copyright law unless approved by Swiss AviationSoftware in writing.

6. Miscellaneous

- 6.1. In the event of inconsistencies among the provisions of this document and the Licence Agreement (if applicable), the provisions of the Licence Agreement shall prevail over the provisions of this Agreement.

7. Legislation / Place of Jurisdiction

- 7.1. This Agreement shall be governed by and construed in accordance with the substantive laws of Switzerland without regard to the conflicts of law principles and with the exclusion of the Vienna Convention on the International Sale of Goods of 11 April 1980.
- 7.2. All disputes arising out of or in connection with this Agreement, shall exclusively be resolved by the courts of Basel-Stadt, Switzerland.