

GENERAL TERMS and CONDITIONS My Airteam Consultancy & Administration B.V.

Article 1: Definitions

1.1. In these general terms and conditions the following terms are used in the following meaning, unless explicitly otherwise indicated.

User:	The company My Airteam Consultancy & Administration B.V. is the user of the general terms and conditions. (This also includes all trademarks of the company, including Flight Crew Matters [®]).
Client:	The user's opposite party.
Parties:	Client and user.
Agreement:	The agreement for the (in license) selling and available making of the software to the client and to provide services to the client, as well as any other agreement made by the parties.
The Software:	The computer program that under the agreement is sold in license by user to the client whereby it is made available to the client which provides the right to use the software in the form of a license agreement. The software sold by agreement in license always remains the (intellectual) property of the user.
(Free) Trial Period:	A pre determined period without agreement as described above, where the client is able to judge the (limited) software subject to an agreement and is sold in license by user to the client whereby it is made available to the client which provides the right to use the software in the form of a license agreement. The software as made available to the client during the (free) trial period remains the (intellectual) property of the user.

Article 2: General

- 2.1 These conditions apply to every offer, (free) trial period, quote, tender and agreement between user and a client, unless parties did not explicitly derogate these conditions in writing.
- 2.2 Client is first given the opportunity to take notice of these conditions, before the agreed software can be used. By using the software the client declares fully to agree to these terms and references.
- 2.3 These conditions also apply to all agreements with user, for which third parties should be involved.
- 2.4 Any exceptions to these general conditions are valid only if expressly agreed in writing.
- 2.5 The applicability of any purchase or other conditions of client is explicitly rejected.
- 2.6 If one or more provisions of these terms and conditions or in the corresponding agreement are invalid or void, the remaining provisions and articles of these terms and the agreement remain fully applicable. User and client shall enter into negotiations to develop new rules to replace the invalid or void provisions, including, if and insofar as possible the purpose and intent of the original provisions are observed.

Article 3: Offers, Quotes and Tenders

- 3.1. All offers, Quotes and Tenders are without obligation unless otherwise expressly indicated.
- 3.2. If the acceptance (on secondary items) deviates from the offer given, user shall not be bound. The agreement with derogation will then not be accepted, unless user indicates otherwise.
- 3.3. Offers, Quotes and tenders shall not apply automatically to future assignments.

Article 4: Implementation of the agreement

- 4.1. User shall execute the agreement with the care of a good contractor. User, however, cannot guarantee achievement of a certain result.

- 4.2. The user-specified deadlines are always targets are not considered real deadlines. Exceeding these limits shall not oblige user to pay any damages and does not give client the right to terminate the agreement, unless there is intent or equivalent to gross negligence of user.
- 4.3. In case of late delivery the client should state that the user is in default, before status of default can be accepted.
- 4.4. If and when required for a good implementation of the agreement, user has the right to have certain work done by third parties.
- 4.5. The client shall ensure that all data which user has said to be necessary or which the client reasonably understands to be necessary for the execution of the agreement, will be provided to the user. If for the execution of the agreement the required data has not been provided timely to the user, the user has the right to suspend implementation of the agreement and additional costs resulting from the delay according to the usual rates will be charged to the client.
- 4.6. Client is responsible for accuracy, completeness and reliability of given data, resources and facilities by client or on behalf of client. User is not liable for damages or forthcoming damages of any kind. This includes damage or forthcoming damage because user is using client provided false and / or incomplete data, etc.
- 4.7. Client is obliged to inform the user immediately about changes in the data, etc., or other facts and circumstances which could be of interest in connection with the performance of the execution of the agreement..

Article 5: Delivery

- 5.1. User determines the method of delivery, unless otherwise agreed in writing.
- 5.2. Client is obliged to buy software at the moment that the software is made available by or via the user, or from the moment at which the software is available to client as specified under the agreement.
- 5.3. The risk of the software is transferred to client as from the time where legal and / or actually delivery to the client and here with in the use of client or a third party designated by the client.
- 5.4. The delivery period starts after signing of the agreement and after all user data referred to in Article 4 of the client has been received.

Article 6: Price and costs

- 6.1. Prices are excluding Dutch VAT and any other costs relating to the agreement.
- 6.2. User is entitled to increase this price, for example in case of amendments or supplements to the agreement.
- 6.3. User reserves the right to charge all costs, required by the client to support, modify or repair the software if not clearly stated in the agreement, to client based on the usual rates.

Article 7: Payment and cancellation

- 7.1. Payment must be made within 14 days after the invoice date, in a manner to be specified by user in the currency of the invoice, without deduction of any kind. Objections to the amount of the claims stated in the invoice do not suspend the payment obligation. Once the user has received the invoiced amount, client receives an access code which allows access to the software for a certain period.
- 7.2. If client fails to pay within the period of 14 days, then the client is legally in default. Client shall owe an interest rate equal to the applicable statutory interest. The interest on the amount due will be calculated from the time the client is in default until the moment of payment of the full amount, whilst a part of a month is calculated as a full month.
- 7.3. In case of exceedance of any payment or non-payment of the agreed payment (s) user is entitled to an interim termination of the agreement with a notice period of one month, or at least with regard to a reasonably user-determined notice period.
- 7.4. In case of liquidation, bankruptcy, seizure or receivership of the client all user's claims against client shall become due immediately.
- 7.5. User has the right to book payments made by client in the first place to the account of costs due, then to the account of the interest still due and finally to the accrued account with interest. User can, without being in default, refuse an offer of payment if the client has a different sequence of attribution. User can refuse full payment of the

principal, if not also the amounts due including current interest and costs are paid.

- 7.6. In case of exceeding any payment term or non-payment of sent invoices, the user has the right to stop the usage of the software to the client until the full outstanding amount of all agreements concluded with user, are fully met. The costs incurred shall be charged to the client

Article 8: Property

- 8.1. The software provided under the agreement by the user and is sold and delivered to client (and which gives the client the right to use the provided software in the form of a license) is always in (intellectual) property of the user. Thus the user retains copyright, trademark and intellectual and / or industrial property rights for the software and any accompanying documentation.
- 8.2. The supplied software may not be copied reproduced or reproduced or multiplied by any means.
- 8.3. The client is obliged to maintain secrecy about the software and other items delivered as meant by in the agreement.
- 8.4. Client may not (permanently or temporary) transfer the supplied software, rent, exchange, deposit and pledge or **otherwise transfer outside his/her company.**

Article 9. License for the software

- 9.1 Without prejudice to Article 8 of these Terms and Conditions, the client obtains non-exclusive right to use the user sold and made available software on the one processing unit for which the use is given.
- 9.1.1 In the absence of an agreement in this regard is the CPU of the client to which the software was first used as the processing for which the use is given. If the software is installed on a hard disk of a computer and a person is over 80% of the time using that computer, then that person the software on a portable or home computer use.
- 9.1.2 For software meant to work as internet based art. 9.1.1 does not apply.

Article 10: Collection Costs

- 10.1. All reasonable costs in connection with the non-performance or late payments by the client of his judicial and extrajudicial (Collection) payment costs are to be charged to the client.
- 10.2. Client obliged to pay statutory interest in addition to collection charges.

Article 11: Inspection & Complaints

- 11.1. Complaints are to be reported by client within 7 days after discovery in writing to user. The complaint letter must contain a detailed description of the complaint, so that user is able to respond adequately.
- 11.2. If a complaint is valid, the user is authorized to its opinion, either to adjust the invoice amount or repair the software in order to deliver / perform the software again.
- 11.3. If the client omits to comply within the period prescribed in Article 11.1, all clients' rights and claims for any reason whatsoever are cancelled, with respect to that part of which he has complained or within that period could have complained.

Article 12: Expiry date

- 12.1. Without prejudice to the provisions of Article 11, the client shall, if he considers that or remains convinced that the user reaction with regard to the agreement was late, incomplete or not properly executed, such- unless already under the provisions of Article 11.1 has happened – will respond immediately in writing to the user and state the related claims within one year after the date the aforementioned notice, or within one year after such notification should to be done, Failure to do so will cancel rights and claims relating to the expiry of the aforesaid term.

Article 13: Suspension and termination

13.1. If client does not or not properly or in a timely manner complies with any obligation to user's requirements, if the client is declared bankrupt or made an application therefore to the court is filed, if the client moratorium has applied for or has been granted, if the holding of client is shut down or liquidated, if the attachment of property of the Client is limited, or if the client under administration or receivership is made, the user has the right to cancel all his obligations to the client and /or to end or terminate the contract with client, without any notice or judicial intervention and without being held liable to pay compensation wholly nor partially, without prejudice to other rights of users, including those for damages or forthcoming damages

Article 14: Liability

14.1. Refer also to latest versions the disclaimer on our website (www.myairteam.com) and the on-line T&CAS, T&PAS programs.

In addition, the following applies:

14.2. The User's liability for damage to the client, which is caused from untimely, incomplete or improper implementation of the agreement is limited to maximum of the monthly invoice, which is invoiced by user to the client (or can be invoiced if not already done) for the supplied software and / or the provision of services for which the cause of the damage is located. The possible claim to user by client will however never exceed the amount for which the liability of users insurance is covered, with respect that the maximum amount will never exceed € 1,000 if said insurance would not cover the case. The above is excepted in cases of intent or to gross negligence of the user.

Among users in this and the following provisions of this Article is meant to include any employees and any persons involved and or engaged third parties in the execution of the agreement. In cases where no agreement is available(yet), such as in free trial periods: NO claims and no liability will be accepted no matter the cause.

14.3. User is not liable for damage that is caused because the client does not has fulfilled its reporting obligations under Article 4, unless such damage is caused by intent or gross negligence of user.

14.4. User is not liable for damage that is caused by errors in the delivered software or because the client itself or user entered erroneous information in the program (delivered software) , unless such damage is caused by user's intent or similar to gross negligence of the user.

14.5. User is not liable for damage, which is caused by acts or omissions by the client or third parties handling in order of client, unless the damage partly caused by intent or gross negligence of user.

14.6. User is however always authorized to minimize or eliminate the loss or damage for the client as much as possible, to which the client will cooperate.

14.7. Client is obliged to minimize his / her damages and / or those of its members or, where possible, to undo.

14.8. User is never liable for consequential damages, including forthcoming damages, lost profits, lost savings and damage due to business stagnation, unless such damage is caused by user's intent or similar to gross negligence of the user.

14.9. Client remains responsible for the validity and keeping up to date information of its entered staff members' licenses, certificates, diplomas, any other documents, deadlines, etc.

14.10. The via websites and / or programs of My Airteam Consultancy & Administration B.V. published privacy statement and disclaimer are an integral part of these general conditions.

Article 15: Safeguarding

15.1. Client shall safeguard user against claims by third parties concerning intellectual property rights by the client provided materials or information which are used within the execution of the agreement.

15.2. Client shall safeguard user against claims from third parties for damages, related to or resulting from the agreement executed by the user, if and when user is not held liable towards the client as under the provisions of Article 14.

Article 16: Force Majeure

- 16.1. Parties are not obliged to fulfil any obligation if they are hindered due to a circumstance that is not due to negligence, not under the law, a legal act or generally accepted common views.
- 16.2. Force Majeure in these terms and conditions mean apart from what is included in the law and jurisprudence, all external causes, foreseen or unforeseen, that can not be influenced by user and which prevents user to fulfil the obligations. Strikes in the company of the user are included.
- 16.3. In case of force majeure, the client does not claim any compensation.
- 16.4. In case of force majeure results in exceeding the agreed date or period, client is entitled to terminate the agreement by a written statement. This termination does not extend to software already supplied which must be paid to user in compliance with Article 7 of these terms and conditions.

Article 17: Applicable law and disputes

- 17.1. The court in the location of user has exclusive jurisdiction over disputes, unless mandatory law rules dictate otherwise.
- 17.2. All legal relationships between the user and the client to which these general terms and conditions are applicable are governed by Dutch law. The Vienna Sales Convention is expressly excluded.

Article 18: Source

- 18.1. These terms and conditions are posted on the website user (www.myairteam.com), at the T&CAS program and filed with the Chamber of Commerce in The Hague, The Netherlands.
- 18.2. Applicable is always the last installed / registered version or the version that was at the time of the conclusion of the agreement.

Article 19: Translations

- 19.1. Just for reference the source places or sites may include (e.g. English) translations from the Dutch language. The Dutch text of these General terms and conditions (Algemene Voorwaarden) is always binding.

-o-O-o-

V13.05