ONLINE SERVICE AGREEMENT

SITA DEVELOPER.AERO

LAST UPDATED: 30 March 2017

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING SITA APIs, SITA DATA, SITA SOFTWARE AND/OR SITA SERVICES. IN ORDER TO USE APIs, DATA, SOFTWARE AND/OR SERVICES, YOU (AS USER) ON BEHALF OF CUSTOMER MUST ACCEPT THE TERMS OF THIS AGREEMENT. BY USING SUCH PRODUCTS AND/OR SERVICES, YOU (AS USER) ON BEHALF OF CUSTOMER AGREE THAT CUSTOMER'S USE IS GOVERNED BY THIS AGREEMENT. YOU (AS USER) MAY ONLY ENTER INTO THIS AGREEMENT ON BEHALF OF AN INCORPORATED ENTITY. YOU (AS USER) REPRESENT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF CUSTOMER ENTITY. IF YOU (AS USER) ON BEHALF OF CUSTOMER DO NOT ACCEPT THE TERMS OF THIS AGREEMENT, THEN YOU / CUSTOMER MUST NOT USE SITA PRODUCTS AND/OR SERVICES. YOU CONFIRM THAT YOU ARE AT LEAST 18 YEARS OLD. SITA MAY MODIFY THIS AGREEMENT FROM TIME TO TIME; PLEASE SEE CLAUSE 1.3 OF THE GENERAL TERMS FOR DETAILS.

This is an Agreement between the SITA Group company specified in the Usage Statement and the Company specified in the Registration Form.

The definitions in the General Terms apply to this Agreement. This Agreement sets out the terms and conditions under which SITA will supply, and Customer agrees to obtain, the Service.

The Effective Date is the date of first provision of the Service Credentials by SITA to Customer.

This Agreement is constituted of the following (whether attached or otherwise incorporated in this Agreement), and in the following order of priority:`

  a) Usage Statement;

  b) EULA (if applicable);

  c) the General Terms;

  d) Developer.aero platform Terms of Use;

  e) policies available on Developer.aero including (but not limited to) Privacy Policy, Acceptable Use Policy, Cookies Policy; and

  f) any appendices, exhibits or attachments to any of the above.

  (each a "Part")

If any inconsistency between provisions in Parts exists, the inconsistent provision in the lower Part is overruled and replaced by the provision in the higher Part.

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EULA – END USER LICENSE AGREEMENT

See Usage Statement if applicable.

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GENERAL TERMS

1. Definitions & Interpretation

Definitions

The following words have these meanings in this Agreement:

Affiliate means, with respect to any person, any entity that directly or indirectly through one or more intermediaries Controls or is Controlled by such person or is under direct or indirect common Control with such person.

Agreement means this agreement.

Airport Authority means an airport operator and/or a Government Agency having authority over all or part of an airport's operations.

Ancillary Software is defined in clause 7.1(b).

API means application programming interface.

Charges means, in respect of a Service, the fees and charges applicable to the provision of that Service, as set out in the Usage Statement or elsewhere in this Agreement.

Claim means any allegation, debt, cause of action, liability, claim, proceeding, suit or demand of any nature whatsoever arising and whether present or future, fixed or unascertained, actual or contingent whether at law, in equity, under statute or otherwise.

Confidential Information means all information furnished or disclosed, in whatever form or medium, by the Discloser (or any of its Affiliates or Representatives) to the Recipient before, on or after the date of this Agreement relating to the business, technology or other affairs of the Discloser or any of its Affiliates. Confidential Information includes all of the trade secrets, designs, technical specifications, business plans, marketing plans, know-how, data, contracts, documents, business concepts, customer lists, customer data, costs, financial information, profits, billings, referral sources, existing or future services, products, operations, management, pricing, financial status, goals, strategies, objectives and agreements of the Discloser and any of its Affiliates, all of which is deemed confidential and proprietary, but does not include any information which the Recipient can demonstrate: (a) was publicly available at the time of disclosure or later became publicly available through no act or omission of the Recipient; or (b) was already lawfully in its possession at the time of disclosure; or (c) was rightfully received by the Recipient from a third party without any obligation of confidentiality known to the Recipient; or (d) was independently developed by or for the Recipient without use of the Discloser's Confidential Information.

Control means, in respect of an entity, the ability (whether it is legally enforceable or not) to control, whether directly or indirectly, the composition of the board of directors (or other governing body) of that entity, the voting rights of the majority of voting securities of the entity, or the management of the affairs of that entity.

Customer means the entity specified in the Registration Form entering into this Agreement as counterparty to SITA.

Customer Data means, in respect of a Service, the data and files provided by (or on behalf of) Customer to SITA for that Service and, unless otherwise specified in any Usage Statement, the output provided to Customer as a result of Customer's use of the Services.

Customer Group means the Customer and each of its Affiliates.

Customer User means any individual, whether employed by Customer or by a third party providing services to Customer, or self-employed, authorised by Customer or such third party to use a Service.

Customer User Identifier means a unique code issued to each Customer User, which when used with certain equipment, allows each Customer User to access and use a Service.

Developed Material has the meaning provided in clause 18.5.

Developer.aero means the platform providing access to the Service.

Discloser means the party disclosing Confidential Information.

Dispute means any dispute, controversy, difference or claim between the parties as to the construction of this Agreement, the rights or obligations of a party or any other matter arising out of or relating to this Agreement including any question regarding the existence, validity or termination of this Agreement (in whole or in part).

Dispute Notice is defined in clause 26.3.

Effective Date means the date of first provision of the Service Credentials by SITA.

Equipment is defined in clause 6.1.

Export Law is defined in clause 13.1.

Force Majeure Event means an event which: (a) is beyond the reasonable control of the affected party and which the affected party cannot prevent or overcome; and (b) prevents total or partial performance of the obligation(s) of the affected party, and (c) does not arise through the fault or negligence of the affected party.

General Terms means the terms and conditions applicable to the provision of services by SITA, set out in this Agreement.

Government Agency means any governmental, quasi-governmental, administrative, fiscal, judicial or quasi-judicial body, department, commission, authority, tribunal, agency or entity.

Incident means, unless otherwise defined in the applicable Usage Statement, any event which is not part of the standard operation of a Service and which causes or may cause an interruption or reduction of the quality of the Service.

Incident Record has the meaning set out in clause 5.2.

Insolvent means having an administrator appointed, being in receivership, in liquidation, in provisional liquidation, wound up, subject to any arrangement, assignment or composition, protected from creditors under any law, dissolved (other than to carry out a restructure while solvent) or being otherwise unable to pay debts when they fall due or anything with the same or similar effect in any jurisdiction.

Intellectual Property Rights means all intellectual property rights including current and future registered and unregistered rights in respect of copyright (including rights in software and databases), database rights, designs, circuit layouts, trademarks, trade secrets, rights in know-how, patents, inventions and discoveries, rights in confidential information, and all other intellectual property as defined in article 2 of the convention establishing the World Intellectual Property Organisation 1967.

IP Claim is defined in clause 21.1.

LIBOR means the London interbank offered rate, the interest rate at which banks borrow funds, in marketable size, in the London Interbank Market (the wholesale money market in London for the offering of deposits between banks in a range of currencies).

Developer.aero means the SITA Group platform service operating under that name.

Materials is defined in clause 13.1.

Moral Rights means any moral rights including the rights described in Article 6bis of the Berne Convention for Protection of Literary and Artistic Works 1886 (as amended and revised from time to time), being "droit moral" or other analogous rights arising under any statute, that exist or that may come to exist, anywhere in the world.

Open Source Component is defined in clause 7.6.

Outage is defined in clause 3.6.

PA-DSS means the Payment Application Data Security Standard, defined by the Payment Card Industry Security Standards Council. The PA-DSS applies to those organizations that develop payment applications that store, process, or transmit cardholder data as part of authorization or settlement, where these payment applications are sold, distributed or licensed to third parties.

PCI DSS means the Payment Card Industry Data Security Standard, defined by the Payment Card Industry Security Standards Council, being a common set of internationally applicable requirements specifically designed to provide protection of cardholder data and to ensure that companies that process, store or transmit cardholder data maintain a secure environment.

Personal Data means any data defined as such in the European Union Directive on Data Protection (95/46/EC) or any subsequent amendment, re-enactment or replacement thereof.

Pre-existing Material has the meaning provided in clause 18.4.

Privacy Laws means legislation, rules and regulations relating to personal data protection, personal information and privacy in any and all jurisdictions in or from which SITA provides the Services or any part or parts of them.

Recipient means the party receiving Confidential Information.

Registration Form means the page where the Customer's name and address is entered on the Developer.aero platform.

Reply is defined in clause 26.4.

Representative means an employee, agent, officer, director, auditor, adviser, partner, consultant, joint venturer or sub-contractor, or any similar role or position.

Service means a service provided pursuant to this Agreement, including where applicable the provision of SITA Data.

Service Conditions has the meaning set out in clause 3.3.

Service Credentials means the login and password provided to customer to allow the customer to use the service.

Service Documentation means, in respect of a Service, the operational and/or technical documentation provided by SITA to Customer for the Service (as amended from time to time).

Service Period means, in respect of a Service, the period during which SITA will supply that Service to Customer, as specified in this Agreement.

SITA means the member or, if relevant, each member of the SITA Group entering into this Agreement.

SITA Data means data generated by a Service or supplied by SITA to Customer in relation to a Service, including application programming interface data where applicable.

SITA Group means SITA SCRL, SITA NV and each of their Affiliates.

SITA Marks means all logos, symbols, trademarks, trade names, trade mark rights in any registered business names, service marks, brand names and similar rights, whether registered or unregistered, anywhere in the world, that are owned by a member of the SITA Group.

SITA Materials means all Intellectual Property Rights in the Service and other materials, trade secrets and know how where they show, display, describe or contain information about other material (including without limitation graphical user interface, screen layouts, etc., user command sets, user queries, business logic, functional structure, database structure, tables and stored procedures in whatever form) which is accessed by Customer or provided by SITA pursuant to this Service Agreement.

SITA Network means the communications network which SITA now or in the future integrates, leases, owns or shares and uses for itself and/or on behalf of its customers.

SITA NV means SITA N.V., registration number 34123203, having its registered office at Heathrowstraat 10, 1043 CH Amsterdam (Sloterdijk), The Netherlands.

SITA SCRL means Société Internationale de Télécommunications Aéronautiques S.C.R.L., a Belgian cooperative society, having its registered office at Avenue des Olympiades 2, B-1140 Evere, Belgium.

Site means the location where a Service is to be provided.

Software means the Specified Software or the Ancillary Software (as applicable).

Specified Software has the meaning set out in clause 7.1(a).

System means in respect of a Service, the hardware, software and everything else required for the delivery of the Service.

Taxes means all taxes such as sales taxes, value added taxes, income tax, levies, imposts, charges and duties (including export, import, stamp and transactional duties), whether payable by withholding or otherwise, together with any interest, penalties, fines and expenses in connection with them, except if imposed on the net profit of a party.

Term means the term of this Agreement as set out in the Useage Statement and clause 2.

Termination Charges means any fees and charges, associated with the termination of a Service (or an element of a Service) as set out in the Usage Statement or elsewhere in this Agreement.

Time and Materials means a billing concept where all labour expended in the delivery of services is charged on the basis of time spent delivering the services and any expenses incurred for materials used in the delivery of the services are charged to Customer at rates determined by SITA.

Usage Statement means the statement on allowed use and fees for the Service, and which provides the particular description of that Service, as provided on Developer.aero.

Year means each 12 month period commencing on the Effective Date of this Agreement or its anniversary.

Interpretation

Unless the contrary intention appears, a reference in this Agreement to: (**Service includes Software**) Service is a reference to any related Software; (**variations or replacement**) a document (including this Agreement) includes any variation or replacement of it; (**statute**) a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them; (**law**) law means common law, principles of equity, and laws made by the legislature (and laws made by the legislature include regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them); (**singular includes plural**) the singular includes the plural and vice versa; (**person**) the word person includes an individual, a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association, or any Government Agency; (**dollars**) United States dollars, dollars, US$ or $ is a reference to the lawful currency of the United States of America; (**calculation of time**) a period of time dating from a given day or the day of an act or event, is to be calculated exclusive of that day; (**meaning not limited**) the words include, including, for example or such as when introducing an example, does not limit the meaning of the words to which the example relates to that example or examples of a similar kind; and (**reference to anything**) anything (including any amount) is a reference to the whole and each part of it.

No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Agreement or any part of it.

Headings are for convenience only and do not affect the interpretation of this Agreement.

Modifications

SITA may modify this Agreement at any time by posting a revised version at https://www.Developer.aero/legal, by otherwise notifying Customer in accordance with clause 29 below, and/or by requiring Customer to accept the new revised terms. The modified terms will become effective (i) upon posting on that website, (ii) if we notify Customer by email, as stated in the email message, or (iii) otherwise upon Customer's acceptance. By continuing to use the Services after the effective date of any modifications to this Agreement, Customer agrees to be bound by the modified terms. It is Customer's responsibility to review this Agreement to be aware of the most recent terms. SITA last modified this Agreement on the date listed at the top of this Agreement.

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2. Term

2.1.   This Agreement begins on the Effective Date and continues until terminated in accordance with its terms.

2.2.   SITA may terminate this Agreement and Customer's access to the Service at any time on 30 days notice to Customer. If the Customer has not used the Service for a period in excess of 90 days, SITA may on notice terminate this Agreement and Customer's access to the Service. In relation to specific user accounts, if a user of the Customer has not used the Service for a period in excess of 90 days, SITA may on notice terminate the relevant user's account and user's access to the Service.

2.3.   **Unless the Usage Statement specifies a longer term for supply of the Services, the** customer may cease using the Services at the end of any month, and may terminate this Agreement at such time, save that re-use of Services after termination by Customer are chargeable by SITA under this Agreement.

3. Services

3.1.   SITA agrees to supply the Services to Customer, and Customer agrees to acquire the Services from SITA, at the prices and on the terms and conditions of this Agreement.

3.2.   SITA will supply each Service for the relevant Service Period.

3.3.   SITA may provide a Service subject to additional terms and conditions set out in the relevant Usage Statement (**Service Conditions**). If that is the case:

   (a)   the Service Conditions will take precedence over any inconsistent terms or conditions of this Agreement; and

   (b)   Customer will comply with any Service Conditions imposing obligations on it.

3.4.   SITA may, in its sole discretion, agree to provide a Service to an Affiliate of Customer. If so, such Service shall be provided under the terms and conditions of this Agreement and Customer:

   (a)   will be liable for its Affiliate's use of the Service (including for Charges for the Service) and its Affiliate's acts or omissions, as if they were the use, acts or omissions of Customer;

   (b)   agrees that any breach of Customer's obligations set out in this Agreement by its Affiliate in connection with the Affiliate's use of the Service will be deemed to be a breach by Customer;

   (c)   agrees to ensure that any Claim that its Affiliate may have against SITA or SITA's Affiliates in respect of the Service is brought by Customer, and indemnifies SITA and SITA's Affiliates from all losses, damages, costs and expenses (including reasonable legal expenses) arising out of or in connection with any Claim in respect of the Service brought by its Affiliate directly against SITA or SITA's Affiliates; and

   (d)   agrees to ensure that its Affiliate will comply with all reasonable directions of SITA to enable SITA to provide the Service to the Affiliate.

3.5.   The Services are generally provided through internet connectivity and may rely on third party vendors that SITA does not control. Accordingly the Service may be subject to delays, outages or other problems; SITA is not responsible for any such delays or outages. More broadly, SITA makes no service level-related representations, warranties, or covenants regarding Service uptime, connectivity, hosting conditions, load balancing, security, monitoring, backup, archiving, recovery, release management, change control, maintenance, availability, and the like, and will offer no Services credits for service levels that Customer may deem inadequate.

3.6.   From time to time, SITA may need to implement an emergency or planned Service outage to perform urgent or maintenance work (**Outage**). SITA will aim to provide Customer with as much notice as possible before an Outage.

3.7.   SITA may at its option on notice to Customer:

   (a)   modify, enhance or update a Service provided that there is no material reduction in the functionality of the Service; and/or

   (b)   modify, enhance or update the Service Documentation from time to time, as reasonably required.

4. Implementation

4.1.   SITA will use its reasonable endeavours to provide a Service reasonably promptly.

4.2.   As part of the implementation and delivery of a Service, the following shall apply:

(a)   SITA will notify Customer when the Service has been provisioned and is ready for Customer's use.

(b)   For clarity, nothing in this Agreement permits Customer to use a Service for any purpose prior to SITA's notice to Customer that the relevant Service is ready for use. If Customer uses a Service prior to SITA's notice referred to in the foregoing, then Customer agrees that:

i.   the Customer's use of the Service is solely at its own risk;

ii.   SITA is not liable to Customer in any way in respect of the Customer's use of the Service; and

iii.   SITA may commence charging for the Service.

4.3.   A Service is deemed accepted if, Customer uses (whether itself or through a third party) the relevant Service.

5. Service Support

5.1.   SITA will provide Customer with support via support@developer.aero, via the messaging service in the customer's account on Developer.aero or via the support email provided for the specific Service.

5.2.   Customer must report all Incidents to SITA and give accurate details of the Incident, and all other information necessary for SITA to investigate the Incident. Alternatively, SITA may determine that there is an Incident and promptly report the condition to Customer.

6. Equipment

6.1.   SITA will not provide equipment (**Equipment**) to Customer as part of a Service.

7. Software

7.1.   The parties acknowledge that SITA may provide Customer with:

(a)   specific software or access to specific software, as set out in a particular Usage Statement (**Specified Software**); and

(b)   software as part of providing a Service (**Ancillary Software**).

7.2.   Where SITA supplies Specified Software to Customer, then SITA (or the third party software provider) grants to Customer a licence for the Specified Software on the licence terms specified in the relevant Usage Statement.

7.3.   If no licence terms for the Specified Software are set out in the relevant Usage Statement and/or where SITA supplies Ancillary Software to Customer, then:

(a)   SITA grants (or will use commercially reasonable efforts to procure the relevant third party software provider to grant) to Customer a non-exclusive, personal and non-transferable licence to:

i.   use in object code form the Software with the relevant Service or equipment during the Service Period; and

ii.   copy the Software in machine-readable format for purposes of back-up only, up to a maximum of one (1) copy per Site.

(b)   Customer must comply with any third party software provider licence terms subsequently brought to its attention (by SITA or the relevant third party software provider). If any conflict between such terms and the terms of this Agreement arises, the third party software provider licence terms will prevail.

7.4.   Customer must not use, or permit any person to use, the Software in any way not expressly permitted by this Agreement or the relevant third party software provider's licence terms. Without limiting the generality of the foregoing, unless expressly permitted by this Agreement or the relevant third party software provider's licence terms, Customer will not:

(a)   allow any third party to use the Software (including through outsourcing), unless agreed in advance by SITA (or the relevant third party software provider);

(b)   use the Software on behalf of, or for the benefit of, another person (including not using the Software to provide any form of outsourcing, application service provider service, bureau-type service or an equivalent service);

(c)   use, integrate or combine the Software with other software not installed, provided or approved by SITA;

(d)   decompile or reverse-engineer the Software (unless Customer has a lawful right to do so in which case Customer must only do so to the extent permitted by the relevant law);

(e)   copy, reproduce or transmit to the public any of the Software; or

(f)   cause or permit any person to do any of the things referred to in clauses (a) to (e).

7.5.   Customer will:

(a)   keep a record of all authorised copies of the Software and will ensure that all copyright or other Intellectual Property Rights notices pertaining to the Software are properly maintained or reproduced. SITA shall be entitled to request copies of such records;

(b)   ensure that all such measures as SITA may prescribe from time to time for the protection of the Software from unauthorized use are adhered to by Customer; and

(c)   notify SITA immediately of the existence or the suspected existence of any unauthorized use of the Software.

7.6.   Customer acknowledges that certain components of the Service may be covered by open source software, free software, or shared source software, or other software licence limiting or restricting the distribution or licensing of software to third parties (**Open Source Components**). In such cases:

(a)   to the extent required by the licence covering an Open Source Component, the terms of such licence will apply in lieu of the terms of this Agreement; and

(b)   to the extent that the licence covering an Open Source Component prohibits any of the restrictions in this Agreement, such restrictions will not apply to such Open Source Component.

7.7.   Some Open Source Component implementations will require the Customer to download the relevant Open Source Component from a reputable website. If the Customer requests SITA, SITA will download such Open Source Components for and on behalf of the Customer either remotely onto Customer equipment or at the relevant Customer location.

7.8.   Customer acknowledges that software is not error or defect free and agrees that the existence of errors and defects in Software shall not constitute a breach of this Agreement.

8. SITA Data

8.1.   Customer:

(a)   acknowledges that Customer is solely responsible for reviewing and assessing any SITA Data in the light of information available to it and its own experience and independent knowledge and in accordance with relevant civil aviation legislation and good air transport industry practice; and

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(b)　　subject to clause 8.2, agrees that SITA is not responsible or liable for the correctness, accuracy or reliability of SITA Data or the use of SITA Data by Customer.

8.2.　Without prejudice to clause (b), SITA will use reasonable commercial efforts to ensure that there are no errors or omission (including any delay, corruption, interruptions, destruction or faulty conversion) in SITA Data.

8.3.　If there are serious errors or omissions in any SITA Data, then Customer may, within 7 days of the delivery of that edition of the data notify SITA of those errors or omissions. In such case:

(a)　　if the errors or omissions were solely caused by SITA, SITA's sole obligation, and Customer's sole remedy, will be, where technically possible, to re-generate the SITA Data as soon as practicable, and deliver the regenerated edition of the SITA Data to Customer at no additional charge; or

(b)　　if the errors or omissions were not solely caused by SITA, at the request of Customer, SITA will, where technically possible, re-generate the SITA Data and deliver the regenerated edition of the SITA Data to Customer, and may invoice, and Customer agrees to pay, SITA's reasonable fees and charges to perform the re-generation of the SITA Data.

8.4.　Customer acknowledges and agrees that:

(a)　　certain data may be provided to SITA by Government Agencies or other third parties and resupplied to Customer as SITA Data; and

(b)　　SITA:

i.　　will provide the data referred to in clause (a) to Customer "as is" and without any warranties or guarantees whatsoever; and

ii.　　is not liable to Customer in any way for such data, including as to its accuracy or otherwise.

9.　Customer Data

9.1.　The parties agree that:

(a)　　Customer will load into, store and maintain current in the relevant System all Customer Data which Customer is required to load, store or maintain for the relevant Service;

(b)　　Customer will maintain regular back-ups of all Customer Data in accordance with good air transport industry practice standards, and Customer will make such back-ups available to SITA as reasonably required by SITA; and

(c)　　SITA is not responsible for any delay or failure of a Service that relies on the accuracy and/or timely delivery of any Customer Data.

9.2.　In the event that Customer Data is lost, damaged or destroyed by SITA, Customer's sole remedy shall be the repair or restoration of such Customer Data by SITA provided that such repair or restoration can reasonably be performed by SITA and provided further that Customer furnishes SITA with all source data in machine readable form, necessary for such repair or restoration.

10.　General Customer Obligations

10.1.　Customer will, at its cost and expense:

(a)　　select, supply and maintain connections, communication lines, data links and associated data transmission equipment, as well as any other (SITA or third party's) service, equipment or software, which may be necessary for access to or use of a Service (as specified in the Usage Statement or advised by SITA);

(b)　　co-operate with and provide all reasonable assistance to SITA to enable SITA to perform its obligations under this Agreement and supply the relevant Service to Customer, including by:

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<table>
<tr><td></td><td>i.</td><td>providing in a timely manner all information as is reasonably necessary for SITA to commence the Service;</td></tr>
<tr><td></td><td>ii.</td><td>upon request by SITA, designating a technical and/or commercial Representative to act as Customer's point(s) of contact for SITA and/or to support the provision of the Service;</td></tr>
</table>

(c) ensure that all software and equipment connected to the Services by it, or on its behalf, is technically compatible with the relevant Service and that such software and equipment complies with and is used in accordance with SITA's directions or procedures, local, national or international laws and regulations or any applicable Airport Authority regulations;

(d) implement security in accordance with best industry practice to protect the integrity and security of use of a Service and notify SITA if it becomes aware, or reasonably suspects, that there is a threat to the secure operation of the Service;

(e) be responsible for any use of a Service, or any facility connected to a Service on its premises, including any use by a third party whether authorised or not;

(f) comply with SITA's reasonable directions relating to the Customer's use of a Service and other operational procedures notified to it by SITA from time to time;

(g) use a browser and operating system that is compatible with Developer.aero and the Service; and

(h) only use the relevant Service up to any maximum number of workstations, Sites or Customer Users as may be specified by or permitted under this Agreement.

10.2. Customer will not:

(a) use the Service in any way or for any manner other than as expressly allowed in the Useage Statement;

(b) use the Service for any safety critical service (such as, for example, air safety or air traffic control) unless such use is expressly authorised in a Usage Statement;

(c) other than as permitted under this Agreement, directly or indirectly, connect to the SITA Network;

(d) interconnect the SITA Network, or cause or allow the SITA Network to be interconnected, with any other network without SITA's prior written consent (which may be given or withheld at SITA's sole discretion);

(e) directly or indirectly, sell, supply or otherwise provide or allow access to a Service to any third person, without SITA's prior written consent (which may be given or withheld at SITA's sole discretion); or

(f) modify or obscure in any way the SITA Marks provided as part of or in relation to a Service.

11. Use of Service

11.1. Customer acknowledges and agrees that SITA has no control over Customer's use of a Service, including the content of data transmitted through a Service by Customer or third parties, and agrees that Customer is solely responsible for the content of any data or information which it sends or receives using a Service.

11.2. Without qualifying clause 11.1, Customer undertakes not to use a Service:

(a) in a manner that, in the reasonable opinion of SITA, may adversely affect the efficiency, security or use of the Service by other SITA customers;

(b) for an illegal purpose or in a manner that would cause SITA to be in breach of any law, local, national or international regulation;

(c) to access any computer, network, or data of a person in any unauthorised manner, including attempting to:

<table>
<tr><td></td><td>i.</td><td>retrieve, alter or destroy data;</td></tr>
<tr><td></td><td>ii.</td><td>probe, scan or test the vulnerability of a system or network; or</td></tr>
</table>

      iii.   breach or defeat any system or network security, authentication, authorisation, confidentiality, intrusion detection, monitoring, or other security measures;

   (d)   to transmit, distribute, disseminate, publish, process or store any material that:

      i.   violates any applicable law;

      ii.   infringes another person's rights, including Intellectual Property Rights;

      iii.   is defamatory, abusive, obscene, indecent, or harassing; or

      iv.   contains software viruses, trojan horses or any computer code, files or programs, designed to disrupt, destroy, invade, gain unauthorised access to, corrupt, observe or modify without authorisation, data, software, computing or network devices, or telecommunications equipment.

12. Third Party Approvals

12.1.   If the delivery of any Service (or element of a Service) requires:

   (a)   any Government Agency permit or approval (for example, a regulatory permit for SITA to provide a Service in the jurisdiction where the Service is delivered);

   (b)   any Airport Authority permit or approval (for example, a permit or approval for SITA to install, operate or maintain equipment at an airport); or

   (c)   any other third party permit or approval;

Customer agrees to provide reasonable assistance to SITA to obtain such permits or approvals.

12.2.   If the use of any Service (or element of a Service) by Customer requires permits or approvals similar to those mentioned in clause 12.1, SITA agrees to provide reasonable assistance to Customer to obtain such permits or approvals.

12.3.   The parties acknowledge that the delay or withdrawal of any permit or approval, referred to in clauses 0 and 12.2, that prevents or limits SITA's ability to provide a Service (or element of a Service) and/or Customer's ability to receive or use such Service (or element of a Service) will constitute a Force Majeure Event for the purposes of this Agreement, provided all other conditions contained in the definition of Force Majeure Event are also met.

13. Export Laws

13.1.   Customer acknowledges and agrees that the Software and any technical data and information provided by SITA as part of a Service (**Materials**) as well as a Service itself may be subject to export controls and embargo regulations under international laws, regulations and administrative rulings (**Export Laws**). In the exercise of its rights and the performance of its obligations under this Agreement, Customer agrees that it will comply with Export Laws, and will not export, transfer, divert, release or disclose any Materials to any country or territory prohibited by any Export Laws or to any national or resident of such country or territory (unless Customer has obtained the necessary approvals).

13.2.   If an Export Law prevents or limits SITA's ability to provide a Service (as SITA, acting reasonably may in its sole discretion decide), then SITA will notify Customer. In this instance, Customer:

   (a)   must immediately cease using the Service as of the date of SITA's notice in clause 13.2; and

   (b)   agrees that SITA may immediately terminate the relevant Service without penalty.

13.3.   If the Export Law referred to in clause 13.2 is varied or replaced such that the limitations contained in that clause no longer apply, then Customer:

   (a)   may request SITA to commence re-supplying the relevant Service under this Agreement; and

   (b)   agrees to pay any re-activation and installation fees in relation to the commencement of the re-supply of the Service.

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14. Charges

14.1. Customer will pay to SITA the Charges in accordance with this Agreement. SITA reserves the right to modify any Charges by providing Customer with thirty (30) days prior notice. All Charges, if paid in advance, are non-refundable.

14.2. Unless otherwise specified in the Usage Statement or elsewhere in this Agreement:

(a) SITA may commence invoicing the Charges for a Service from the actual date when SITA made the Service available for use by Customer; and

(b) SITA will invoice the Charges for a Service monthly.

14.3. Unless otherwise specified in the Usage Statement or elsewhere in this Agreement, Charges are expressed in United States dollars (US$). Customer must pay the Charges in the currency in which they are expressed in this Agreement, unless it is precluded to do so by law.

14.4. The Charges do not include Taxes. In addition to the Charges Customer shall pay all Taxes arising in respect of this Agreement. In respect of withholding tax Customer agrees to pay such additional amounts as may be necessary, such that SITA receives the amount that it would have received had no withholding tax been imposed.

14.5. Unless disputed in good faith under clause 14.8, Customer agrees to pay the Charges and any other amounts due to SITA under this Agreement within thirty (30) days of the date of the SITA invoice.

14.6. Customer must pay all Charges and any other amounts due to SITA under this Agreement through (in accordance with the method made available by SITA from time to time) credit card, direct debit, or, if direct debit is not available to the Customer as a method of payment, by bank transfer, in immediately cleared funds to SITA's nominated bank account or as otherwise directed by SITA from time to time.

Credit Card Processing. For any Services purchased through Developer.aero, unless SITA notifies otherwise Customer must first provide SITA with a valid and authorized credit card number and associated charge information prior to receiving Services, and user on behalf of Customer (a) authorizes SITA to charge that credit card for any Charges, including for both monthly and usage Charges, and for the amount due at the time of renewal of the Services, and (b) if needed, agree to provide updated credit card information to SITA for subsequent Charges due. In order to provide the Services, SITA may be required to share user's and/or Customer information, including credit card and other financial information, with third parties solely for the purpose of processing payment and/or providing the Services.

14.7. If Customer does not pay any amount due to SITA under this Agreement in accordance with clause 14.5, SITA may charge an interest (calculated on a daily basis) on such amount from the first day that it became overdue to the date that it is received by SITA, at an annual rate of 5% or the highest rate allowed by law, whichever is the lower, calculated monthly.

14.8. Customer may only make a claim that the Charges or any other amounts on an invoice for a Service are incorrect within six (6) months from the date of issue of the relevant SITA invoice.

14.9. SITA may, on reasonable notice to Customer, vary a Charge or impose additional charges to the extent such variation or additional charges are required for (or in connection with) any compulsory statutory or regulatory programs.

14.10. Customer may not set off against any amount due for payment by Customer to SITA any amount owed by SITA to Customer, unless otherwise agreed in writing between SITA and Customer.

15. Confidentiality

15.1. The Recipient will use Discloser's Confidential Information only for the purpose of exercising its rights or performing its obligations under this Agreement, and will make no use of the Discloser's Confidential Information, in whole or in part, for any other purposes.

15.2. The Recipient may not disclose Discloser's Confidential Information to any person except:

(a) to its Representatives, Affiliates or Representatives of its Affiliates, who have a legitimate need to know such information; or

(b) with the consent of the Discloser (which may be given or withheld in its absolute discretion); or

(c) if the Recipient is required to do so by law, regulatory authority or a stock exchange; or

(d) if the Recipient is required to do so in connection with legal proceedings relating to this Agreement.

15.3. A Recipient disclosing Confidential Information to persons under clause (a) must advise such persons of this Agreement and direct them to treat Discloser's Confidential Information in accordance with the terms of this Agreement.

15.4. A Recipient disclosing Confidential Information in accordance with clause (c) must:

(a) if it is practicable to do so, give the Discloser prompt written notice of such required disclosure in order to afford the Discloser an opportunity to seek a protective order or other legal remedy to prevent the disclosure;

(b) reasonably cooperate with the Discloser's efforts to secure such a protective order or other legal remedy to prevent the disclosure; and

(c) use reasonable efforts to resist disclosure until an appropriate protective order or other legal remedy to prevent the disclosure is obtained.

15.5. If, in the absence of a protective order or other legal remedy referred to in clause 15.4, the Recipient is legally required to disclose Discloser's Confidential Information, the Recipient may disclose such information without liability hereunder, provided that the disclosure is limited to only the Confidential Information specifically required to be disclosed.

15.6. Upon written request, to the extent consistent with law or professional obligation, the Recipient will return to the Discloser or destroy all Confidential Information in any form and promptly destroy any and all material or information derived from the Confidential Information, including any copies, except that one copy of the same may be retained for archival, professional and evidence purposes only.

15.7. A party may not make press or other announcements or releases relating to this Agreement or any subject matter of this Agreement without the approval of the other party as to the form and manner of the announcement or release unless and to the extent that the announcement or release is required to be made by the party by law or by a stock exchange.

15.8. SITA may:

(a) use or refer, in writing or otherwise, to Customer (including its name) for reference or other promotional purposes; and

(b) with Customer's prior consent (such consent not to be unreasonably withheld or delayed), use or refer to the Customer's trade marks in promotional and other literature to refer to the relationship described in this Agreement.

Any approval by Customer of SITA's use of the Customer's name and trade mark pursuant to this clause 15.8 permits the continued use by SITA of that name and trade marks in a manner that is substantially similar to the approved use unless Customer withdraws its approval on written notice to SITA.

15.9. Except as otherwise agreed or duly required by law or any regulatory authority, no party will disclose the terms of this Agreement to any person other than its and its Affiliates' Representatives (on a need to know basis).

15.10. The parties acknowledge and agree that the technical and other access information and details (including Customer User Identifiers) in relation to a Service are SITA's Confidential Information.

16. Privacy

16.1. If Customer or its Affiliates have provided to SITA any Personal Data to enable SITA to provide a Service, SITA will:

(a)   use and/or hold such Personal Data for the purposes and in the manner directed by Customer and shall not otherwise modify, amend or alter the contents of such Personal Data;

(b)   not disclose or permit the disclosure of such Personal Data to any third party, unless specifically authorised in writing by Customer;

(c)   implement appropriate technical and organisational measures to protect such Personal Data against accidental or unlawful destruction or accidental loss, alterations, and unauthorised disclosure or access; and

(d)   return to Customer or delete (if so requested by Customer) such Personal Data when requested by Customer or on termination or expiry of this Agreement (whichever occurs first).

16.2.   Customer will ensure that any Personal Data provided to SITA as referred to in clause 16.1 shall have been lawfully obtained and is limited to such Personal Data as is strictly necessary for the purposes of the Services.

16.3.   Where SITA is unable to perform an obligation under this Agreement without breaching the Privacy Laws, SITA will notify Customer, but will not be obliged to perform such obligation for as long as performance will breach the Privacy Laws.

17.   Data Security

17.1.   SITA will:

(a)   take appropriate technical and organisational measures to protect all data handled by it as a consequence of the Services against accidental or unlawful destruction or accidental loss, alterations, and unauthorised disclosure or access; and

(b)   use reasonable commercial endeavours to protect data from virus infection or third party intervention.

17.2.   Notwithstanding clause 17.1, unless otherwise expressly stated in the Usage Statement for a particular Service, falling within the remit of application of PCI DSS or PA-DSS, such Service, and Software provided pursuant to such Service, are not compliant with PCI DSS or PA-DSS (as applicable).

18.   Intellectual Property Rights

18.1.   All Intellectual Property Rights in the Service and the SITA Materials are either licensed to or are the property of SITA and other than as expressly provided in this Agreement, this Agreement does not convey to Customer any right, title or interest in them.

18.2.   SITA hereby grants to Customer a non-transferable, non-exclusive licence to use the SITA Materials solely for the purposes of this Agreement for the Term. Customer undertakes not to use, or authorise any third party to use, the SITA Materials for a purpose outside the scope of this Agreement.

18.3.   The parties agree that other than as provided in this Service Agreement, nothing in this Service Agreement transfers ownership in, or otherwise grants any rights in, any Intellectual Property Rights of a party.

18.4.   If either party provides any material to the other party that contains any Intellectual Property Rights which were developed independently of this Service Agreement by the first party (Pre-Existing Material), then the first party grants to the other party a non-transferable, non-exclusive, royalty-free licence to use the Pre-Existing Material during the Service Period of the Service, in relation to which it was provided, solely for the purpose of:

(a)   in the case of SITA, performing its obligations to Customer under this Service Agreement in relation to such Service; and

(b)   in the case of Customer, using such Service in accordance with the terms and conditions of this Service Agreement.

18.5.   If, in the course of performing its obligations under this Service Agreement, SITA (whether alone or jointly with Customer) develops any material that contains any Intellectual Property Rights (Developed Material), then all Intellectual Property Rights in the Developed Material shall vest in SITA. To this end, where

relevant, Customer absolutely, unconditionally and irrevocably assigns to SITA in perpetuity all Intellectual Property Rights throughout the world that it may have in the Developed Material and will obtain any Moral Rights waivers and consents necessary to enable SITA to freely use and exploit that Developed Material. This assignment operates as an assignment of future Intellectual Property Rights to the extent that the Developed Material is not in existence at the Effective Date of this Service Agreement.

19. Warranties

19.1.   Each party warrants and represents to the other that:

(a)   it has the right, power and authority to enter into this Agreement and to perform its obligations under this Agreement; and

(b)   all corporate and other action required to authorise the execution of this Agreement and its performance has been duly taken.

19.2.   SITA warrants that the Services (including any Software provided by SITA) will, after installation, provide to a substantial degree the facilities and functionalities set out in the relevant Usage Statement when used by Customer in accordance with the terms of this Agreement.

19.3.   **No Other Warranties**. Customer understands and agree that the Software and Services may contain bugs, errors and/or inadequacies. FOR ALL CIRCUMSTANCES AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES AND SOFTWARE OF SITA, ITS AFFILIATES AND THEIR LICENSORS AND VENDORS AND ANY THIRD PARTY SERVICES ARE PROVIDED "AS IS", "AS AVAILABLE" AND WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. NEITHER SITA NOR ITS AFFILIATES, LICENSORS OR VENDORS MAKES ANY GUARANTEE OR WARRANTY THAT THE USE OF SOFTWARE, SERVICES AND/OR ANY THIRD PARTY SERVICES WILL BE SECURE, UNINTERRUPTED, COMPLY WITH REGULATORY REQUIREMENTS, BE ERROR FREE OR THAT RED HAT WILL CORRECT ALL SOFTWARE AND/OR SERVICE ERRORS. Without limiting the generality of the foregoing disclaimer, the Services are not specifically designed, manufactured or intended for use in (a) the planning, construction, maintenance, control, or direct operation of nuclear facilities, (b) aircraft navigation, control or communication systems, weapons systems, or (c) direct life support systems.

19.4.   Customer agrees that Service descriptions, are not warranties or guarantees of performance standards and do not create any obligations for results on SITA.

19.5.   Customer warrants that it has satisfied itself as to the scope and suitability of the Services provided by SITA under this Agreement. Customer agrees that Customer is solely responsible for the results obtained from the use of the Services.

20. LIMITATION OF LIABILITY

20.1.   LIMITATION OF LIABILITY. SUBJECT TO CLAUSE 20.3:

(A)   NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR ANY:

I.   LOSS OF ANTICIPATED BUSINESS OPPORTUNITIES, CONTRACTS, REVENUES, PROFITS OR SAVINGS;

II.   DAMAGE TO GOODWILL OR REPUTATION; OR

III.   INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE,

ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER FOR BREACH OF CONTRACT, IN TORT (INCLUDING NEGLIGENCE), UNDER STATUTE OR ANY OTHER LAW;

(B)   SUBJECT TO CLAUSE (C) BELOW, SITA'S LIABILITY TO CUSTOMER AND ITS AFFILIATES WITH RESPECT TO A SINGLE CLAIM ARISING OUT OF OR IN CONNECTION WITH A SINGLE SERVICE PROVIDED BY SITA UNDER THIS AGREEMENT, WHETHER FOR BREACH OF CONTRACT, IN TORT (INCLUDING NEGLIGENCE), UNDER STATUTE OR ANY

OTHER LAW, IS LIMITED TO AN AMOUNT EQUAL TO ALL CHARGES PAID UNDER THIS AGREEMENT FOR THE RELEVANT SERVICE IN THE TWO MONTHS PRECEDING THE DATE OF THE EVENT OR THE FIRST EVENT IN A SERIES OF RELATED EVENTS GIVING RISE TO THE CLAIM; AND

(C) SITA'S LIABILITY TO CUSTOMER AND ITS AFFILIATES WITH RESPECT TO ALL CLAIMS, ARISING OUT OF OR IN CONNECTION WITH ALL SERVICES PROVIDED BY SITA UNDER THIS AGREEMENT IN EACH RELEVANT YEAR, WHETHER FOR BREACH OF CONTRACT, IN TORT (INCLUDING NEGLIGENCE), UNDER STATUTE OR ANY OTHER LAW, IS LIMITED TO AN AMOUNT EQUAL TO ALL CHARGES PAID UNDER THIS AGREEMENT IN RESPECT OF ALL SERVICES PROVIDED BY SITA UNDER THIS AGREEMENT IN THAT YEAR.

FOR THE PURPOSE OF THIS CLAUSE (C), THE RELEVANT YEAR IS THE YEAR IN WHICH THE EVENT OR THE FIRST EVENT IN A SERIES OF RELATED EVENTS GIVING RISE TO THE CLAIM OCCURRED.

20.2. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, SITA'S LIABILITY WILL BE REDUCED TO THE EXTENT THE LOSS OR DAMAGE IS CAUSED BY THE CUSTOMER OR ITS REPRESENTATIVES.

20.3. NOTHING IN THIS AGREEMENT OPERATES TO LIMIT OR EXCLUDE A PARTY'S LIABILITY FOR:

(A) DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE;

(B) FRAUDULENT MISREPRESENTATION;

(C) ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW; OR

(D) ANY OF THE INDEMNITIES GIVEN IN THIS AGREEMENT.

20.4. THIS AGREEMENT SETS OUT THE FULL EXTENT OF THE PARTIES' OBLIGATIONS AND LIABILITIES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND THERE ARE NO CONDITIONS, WARRANTIES, REPRESENTATIONS OR TERMS, EXPRESS OR IMPLIED THAT ARE BINDING ON THE PARTIES EXCEPT AS SPECIFICALLY STATED OR CONTEMPLATED IN THIS AGREEMENT. ANY CONDITION, WARRANTY, REPRESENTATION OR OTHER TERM WHICH MIGHT OTHERWISE BE IMPLIED INTO OR INCORPORATED IN THIS AGREEMENT, WHETHER BY STATUTE, COMMON LAW OR OTHERWISE, IS HEREBY EXPRESSLY EXCLUDED.

21. Indemnities

21.1. If during the Service Period of a Service a person alleges that the Customer's use of such Service or any part thereof (including the Software) in accordance with this Agreement is an infringement of that person's patents, copyright, trademarks, design rights or trade secrets (such allegation, an **IP Claim**), Customer will without undue delay notify SITA in writing of such alleged IP Claim. Following such notification, SITA may (at SITA's option):

(a) procure the right for Customer to continue using the Service (or the infringing part of it);

(b) replace or modify that Service (or the infringing part of it) so that it becomes non-infringing; or

(c) repay to Customer any Charges which Customer has paid to SITA under this Agreement in respect of the Service (or the infringing part of it) to which the IP Claim relates in the calendar year that the IP Claim arose and terminate the provision of the Service (or the infringing part of it).

21.2. If SITA's actions referred to in clause 21.1 are insufficient to prevent loss or damage occurring to Customer, SITA will indemnify Customer against any damages, costs and expenses (including legal expenses) finally awarded against Customer by a court or arbitral tribunal in respect of the IP Claim, provided that Customer:

(a) makes no admission in relation to the IP Claim or any statement that is prejudicial to or otherwise impacts on the defence or settlement of the IP Claim;

(b) authorises SITA to conduct the defence or any related settlement of the IP Claim on Customer' behalf (SITA will do so at its expense);

(c)   provides SITA with all assistance and information reasonably required by SITA to enable SITA to conduct the defence or settle the IP Claim; and

(d)   does all things reasonable to mitigate any damage and loss arising from the IP Claim.

21.3.   The indemnity in clause 21.2 will not apply where the IP Claim results from or relates to:

(a)   any modification, adaptation or development of a Service or any part thereof (including the Software) not made by or on behalf of SITA;

(b)   any combination or use of a Service or any part thereof (including the Software) with any item or in a manner not authorised by this Agreement or by SITA;

(c)   failure by Customer to use a replacement or modification of a Service (or the infringing part of it), which were provided by SITA under clause (b);

(d)   any breach by Customer of its obligations under this Agreement;

(e)   actions taken by SITA at the specific request of Customer (for example complying with specifications provided by Customer); or

(f)   subject to clause 21.44, any third party proprietary or open source Software or software code.

21.4.   SITA will provide Customer with the benefit of any indemnity provided to SITA from a third party in relation to a third party proprietary or open source Software or software code.

21.5.   The remedies set out in this clause 21 are Customer's sole and exclusive remedies with respect to IP Claims.

21.6.   Customer will have the same rights and will afford SITA the same indemnities to the same degree as SITA affords to Customer under this clause 21 (with respect to an IP Claim), in case of any Claim made against SITA during the Service Period of a Service:

(a)   by any person, alleging that SITA's use of any Customer Data, equipment, software, systems or anything else, which Customer or its Affiliates have provided to SITA to enable SITA to provide such Service, is an infringement of such person's Intellectual Property Rights;

(b)   by any person, alleging that SITA's use of any Personal Data, which:

    (i)   Customer or its Affiliates have provided to SITA to enable SITA to provide such Service, or

    (ii)   which SITA has processed on behalf of Customer or its Affiliates in the course of provision of such Service,

infringes the privacy of any person or breaches any Privacy Law.

(c)   by any person, relating to the use of such Service or the SITA Network by Customer, its Affiliates or any of their Representatives in breach of any clause of this Agreement; or

(d)   by any third party service provider of Customer or an Affiliate of Customer, relating to any act or omission of Customer, its Affiliate or any of their Representatives.

21.7.   **Customer Indemnity.** Customer agree to indemnify and hold harmless SITA, its Affiliates and their licensors and vendors, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees and associated litigation expenses) arising out of or relating to:

(a)   Customer's use and/or Customer's users' use of the Services and Software;

(b)   Customer's breach of this Agreement, or violation of applicable law by Customer and/or Customer's users, including any non-authorised use of the Service by Customer or customers of the Customer;

(c)   Customer Data or the combination of Customer Data with other applications, content or processes;

(d)   any claim or allegation that Customer Data infringes or misappropriates the intellectual property rights of any third party;

(e)   SITA's response to any third party subpoena, warrant, audit, agency action or other legal order or process concerning Customer Data, Customer's Developer.aero account and/or use by Customer and/or Customer's users of the Services and Software; or

(f)   any dispute between Customer and a third party.

SITA will provide Customer with written notice of any claim, suit or action, but its failure to do so does not relieve Customer of Customer's obligations under this section.

22.   Force Majeure

22.1.   If a party is unable to perform or is delayed in performing an obligation under this Agreement because of a Force Majeure Event, then:

(a)   that obligation is suspended but only so far and for so long as it is affected by the Force Majeure Event; and

(b)   the party affected by the Force Majeure Event will not be liable for delay or failure to perform any of its obligations in this Agreement.

22.2.   If a Force Majeure Event occurs, the non-performing party must:

(a)   promptly give the other party notice of the event and an estimate of the non-performance and delay;

(b)   take all reasonable steps to overcome the effects of the event (but this does not require the settlement of industrial disputes or other claims on unreasonable terms); and

(c)   resume compliance as soon as practicable after the event no longer affects the party.

22.3.   Neither party will have the right to claim or receive damages for any delay or non-performance of obligations by the other party resulting from a Force Majeure Event.

22.4.   If a delay or failure to perform any party's obligations due to a Force Majeure Event exceeds 90 days, the party not affected by the Force Majeure Event may terminate this Agreement in whole or with respect to the affected Service only (as relevant) with notice to the other party.

23.   Suspension and Cancellation of Service

23.1.   SITA may limit, suspend or cancel a Service at any time with or without prior notice to Customer if, in SITA's sole opinion:

(a)   there is an event of emergency;

(b)   the supply or use of a Service is or will become unlawful;

(c)   any permit or approval referred to in clause 12.1 is or will be withdrawn;

(d)   there is an actual or threatened IP Claim, as referred to in clauses 21.1 or 21.2; or

(e)   the provision of a Service is liable to cause or result in death or personal injury or damage to property.

23.2.   Without qualifying or limiting clause 23.1, SITA may limit or suspend the provision of a Service at any time on thirty (30) days written notice to Customer if Customer:

(a)   fails to pay the Charges or any other amounts due to SITA under this Agreement for that Service within the expiry of the payment period specified in clause 14.4, except where Customer has disputed them in good faith under clause 14.8;

(b)   breaches any of its obligations under this Agreement; or

(c)   becomes Insolvent.

23.3.   Where provision of a Service has been limited or suspended by SITA due to circumstances referred to in clause 23.2, if such circumstances later cease to exist or are remedied by Customer, then Customer:

(a)   may request SITA to commence re-supplying (or re-supplying in full) the relevant Service; and

(b)   agrees to pay any re-activation and/or installation fees in relation to the commencement of the re-supply (or the re-supply in full) of the Service.

24. Termination

24.1. Each party may, on notice in writing to the other party, terminate this Agreement in part, with respect to any affected Service or Services, or in whole, where all Services have been affected, if:

    (a) the other party commits a material breach of this Agreement (or breaches a material provision of this Agreement) that is not capable of remedy;

    (b) the other party commits a material breach of this Agreement (or breaches a material provision of this Agreement) and, if the breach is capable of remedy, the other party does not remedy the breach within 30 days of its receipt of a notice from the first party requiring the other party to rectify that breach; or

    (c) the other party is Insolvent.

24.2. The parties acknowledge that clauses 7.4, 10.2, 11.2, 13.1 and 17.3 are examples of material provisions for the purposes of clause 24.1.

24.3. SITA may terminate this Agreement in part, with respect to any affected Service, or in whole, where all Services have been affected on thirty (30) days written notice to Customer, where SITA has limited or suspended the provision of Services under clause 23.2.

24.4. Each party may terminate this Agreement, on thirty (30) days written notice to the other party, when the Service Periods of all Services have expired.

25. Consequences of Termination

25.1. The termination of this Agreement with respect to a particular Service will not affect the application of this Agreement to any other service supplied by the SITA Group under separate contract.

25.2. On termination of this Agreement with respect to the Service:

    (a) SITA will cease to provide that Service;

    (b) Customer must immediately cease all use of the Service, any Service Documentation and other materials provided by SITA under this Agreement in relation to the Service and an authorised Representative of Customer must certify in writing that any such Service Documentation or other materials and all copies of them in the possession of Customer have been returned to SITA (or at SITA's option, deleted or destroyed) within 30 days of the effective date of termination;

    (c) unless otherwise specified in the relevant Usage Statement, all licences granted to Customer under this Agreement in respect of the Service are immediately terminated;

    (d) each party will (on written demand) return all relevant property in its possession belonging to the other party relating to the Service, including all relevant Confidential Information, except Confidential Information which has merged with that party's information or is not otherwise easily accessible;

    (e) Customer must pay to SITA all Charges that apply in respect of the provision of that Service up to the termination date and all applicable Termination Charges without any deductions or set off of any kind in accordance with clause 14.4 of this Agreement;

    (f) SITA may provide to Customer termination assistance (including assistance for the migration of data from the relevant System) for a period of up to ninety (90) calendar days (or longer, if so agreed between the parties) after the date of termination, subject to SITA and Customer agreeing in advance the exact duration, scope and applicable fees for such termination assistance. SITA will use all reasonable endeavours to minimise the cost of termination assistance to Customer. Should Customer elect not to engage SITA to provide assistance with data migration, SITA shall not be liable to Customer for any loss or damage occasioned to data during its migration.

25.3. Termination of this Agreement in part or in whole does not extinguish or otherwise effect any rights of either party against the other which accrued prior to the time of the termination, or otherwise relate to or arise

from any breach or non-observance of obligations under this Agreement which arose prior to the time of termination.

25.4.   The following clauses will survive the termination of this Agreement (in whole or in part): clauses 1 (Definitions and Interpretation),15 (Confidentiality),20 (Limitation of Liability),25 (Consequences of Termination),26 (Dispute Resolution) and 30 (General), as well as any other clause that by its nature is intended to survive such termination.

26.   Dispute Resolution

26.1.   If a Dispute arises, then the parties will use all reasonable endeavours to settle the dispute as quickly as possible.

26.2.   Unless a party has complied with clauses 26.3 to 26.5, that party may not commence court proceedings relating to the Dispute except where that party seeks urgent interim or interlocutory relief.

26.3.   Any party claiming that a Dispute has arisen may give a written notice (**Dispute Notice**) to the other party. The Dispute Notice must:

(a)   identify the party's representative for negotiations relating to the Dispute, being a person with authority to settle the Dispute on behalf of that Party; and

(b)   set out succinctly the issues the subject of the Dispute and, with relevant particulars, a description of the circumstances giving rise to the Dispute and the relief sought including, to the extent possible, the amount claimed.

26.4.   The recipient of the Dispute Notice must within 14 days of receipt of the Dispute Notice reply in writing to the other party (**Reply**). The Reply must:

(a)   identify the recipient's representative for negotiations relating to the Dispute, being a person with authority to settle the Dispute on behalf of the recipient; and

(b)   set out succinctly the recipient's response to the matters set out in the Dispute Notice and any additional matters the recipient considers relevant.

26.5.   The representatives designated under clauses 26.3 and 26.4 will make whatever investigations each considers appropriate and, within 60 days of receipt of the Reply, use their reasonable endeavours to resolve the dispute on a "without prejudice" basis.

26.6.   Arbitration. If the Dispute is not resolved within the period of time specified in clause 26.5, then the parties agree to refer and finally resolve the Dispute in front of a single arbitrator under the rules of arbitration of the International Chamber of Commerce (ICC). The parties will request that institution to endeavour to appoint an arbitrator with communications, IT or other appropriate technological expertise. The arbitration will take place in London, United Kingdom in the English language.

27.   Multiple SITA Group suppliers

27.1.   In the event that there are more than one member of the SITA Group supplying the Services, then each such member:

(a)   will be entitled to exercise the rights and obliged to perform the obligations contained in this Agreement only to the extent relevant to the Service(s) attributed to such member in this Agreement; and

(b)   will be liable to Customer as set out in this Agreement only in respect to the Service(s) attributed to such member in this Agreement.

28.   Third Party Rights

28.1.   SITA N.V. may in its own capacity enforce the terms of this Agreement.

28.2.   Notwithstanding clause 28.1, it is expressly agreed that the parties may rescind or vary this Agreement without the consent of any third person who has the right to enforce the terms of this Agreement, even if

such rescission or variation extinguishes or alters the right of such third person to enforce the terms of this Agreement.

28.3. Subject to clause 28.1, this Agreement does not operate, and shall not be construed as creating, any rights which is enforceable by any person who is not a party to this Agreement.

29. Notices

29.1. Unless expressly stated otherwise in this Agreement, all notices, certificates, consents, approvals, waivers and other communications in connection with this Agreement must be provided in English and:

(a) If by SITA to Customer, by: (i) posting the notice on the Developer.aero website; or (ii) sending a message to the email address associated with Customer's account or the Registration Form. Notices provided by posting on the Developer.aero website will be effective upon posting and notices provided by email will be effective when SITA sends the email. It is Customer's responsibility to keep Customer's email address current and to update Customer's account with SITA or the Registration Form if it changes. Customer will be deemed to have received any email sent to the email address associated with Customer's account with SITA or the Registration Form following transmission by SITA, whether or not Customer actually receives the email; or

(b) If by Customer to SITA: (i) left at the SITA address specified in this Agreement or in the Registration Form; or (ii) sent by courier or prepaid ordinary post (airmail if appropriate) to the SITA address specified in this Agreement or in the Registration Form.

However, if the intended recipient has notified a changed postal address, then the communication must be to that address.

29.2. If sent by post, a communication is taken to be received three days after posting (or seven days after posting if sent to or from a different country). If sent by courier, a communication is taken to be received one day after posting (or three days after couriering if couriered to or from a different country).

30. General

30.1. This Agreement and any Disputes or Claims arising out of or in connection with it or its subject matter or formation (including non-contractual Disputes or Claims) are governed by the law in force in Switzerland, in Geneva.

30.2. The parties hereby expressly exclude the application of the Hague Convention pertaining to a Uniform Law on International Sale of Goods, dated July 1st, 1964, as well as the United Nations Convention on Contracts for the International Sale of Goods, dated April 11, 1980.

30.3. Subject to clause 26.2 only, each party submits to the exclusive jurisdiction of the courts of the place referred to in clause 30.1.

30.4. The parties hereby expressly acknowledge and agree that, having taken independent legal advice, the provisions in clauses 20 and 21 have been negotiated and are in all respects fair and reasonable, and reflect a duly considered allocation of risk between the parties.

30.5. SITA may sub-contract the whole or any part of the Services to one or more sub-contractors who, acting reasonably, SITA deems competent to provide the Services or part thereof to Customer. On Customer's request, where practicable, the sub-contractor(s) used by SITA shall be notified to Customer.

30.6. A party will not assign, transfer or otherwise deal with any of its rights or obligations under this Agreement without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed). Despite the foregoing, SITA may novate this Agreement or assign its rights under this Agreement to a member of the SITA Group on notice to Customer. In this instance, Customer consents to such novation or assignment by SITA and agrees to execute all documents necessary to give effect to the assignment or novation by SITA referred to in the foregoing sentence.

30.7. If the whole or any part of a provision of this Agreement is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of this Agreement has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of this Agreement or is contrary to public policy.

30.8. This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter.   Each party agrees that it shall have no remedies in respect of any representation or warranty (whether made innocently or negligently) that is not set out in this Agreement. No party shall have any claim for innocent or negligent misrepresentation based upon any statement in this Agreement.

30.9. This Agreement does not make a party an agent, joint venturer, partner or employee of the other party for any purpose or creates any agency or trust and no party has the power or authority, to bind the other party in any way.

30.10. A party may exercise a right or remedy or give or refuse its consent in any way it considers appropriate (including by imposing conditions), unless this Agreement expressly states otherwise. If a party does not exercise a right or remedy fully or at a given time, the party may still exercise it later.

30.11. Unless otherwise set out in this Agreement, the rights and remedies provided in this Agreement are in addition to any other rights and remedies given by law independently of this Agreement and none of them will be in limitation of any such other right or remedy.

30.12. Unless otherwise set out in this Agreement, a provision of this Agreement or a right created under it, may not be waived or varied except in writing, signed by the party or parties to be bound. A waiver by either party of any of the terms or conditions of this Agreement will be not deemed or construed to be a waiver of such term or condition for the future, or of any subsequent breach of such term or condition.

30.13. Each party agrees to pay its own legal and other costs and expenses in connection with the negotiation, preparation and execution of this Agreement.

30.14. This Agreement may be executed in counterparts. All counterparts, when taken together, will constitute one instrument.

END OF GENERAL TERMS

SITA

Create success. Together