

License Terms

1. General

Definitions:

“Licensee” means a person or business that has an interest in using the Services for its own purposes.

“Licensor” means Aviation eLearning International who provides the Service

“Service” is e-learning modules or Virtual 360 Training modules

The provided information in the training modules are intended solely for training purposes. Whenever a conflict or a perceived conflict exists against the aircraft or equipment aircraft manufacturer manuals, the vendor's documentation must take absolute precedence. Please refer to the latest version of the aircraft manufacturer Operating Manual and/or the actual system configuration and layout for further information as other procedures, limitations and restrictions may apply.

These License Terms applies to the Services provided by Aviation e-Learning International ApS (“Licensor”) whether sold directly by Licensor or an independent reseller of Licensor’s services. The term Service covers e-learning modules / Virtual 360 Training modules. In the event of any discrepancies between these License Terms and the provisions of any agreement directly between Licensor and Licensee, the provisions of such agreement shall prevail. However Licensee’s and/or a reseller’s general purchasing terms – if any - will not be considered part of the agreement. This applies regardless of when the terms have been presented.

2. Approvals etc.

Licensee shall at its own costs and responsibility obtain and maintain any operational approvals necessary for the use of the Service(s) from any and all relevant authorities - if relevant and/or required.

3. Delivery and updates

Licensee shall receive relevant access information from Licensor or the relevant reseller of Licensor’s Service. The Service will be available on-line, unless otherwise informed by Licensor.

The Service has been tested on different operating systems and different browsers but Licensor does not guarantee or warrant that it runs on all operating systems and/or browsers.

The Services may automatically download and install updates from time to time. These updates may take the form of bug fixes, new features, or new versions.

4. Right of Use

Licensor hereby grants to Licensee a non-exclusive Right to use the Service for Licensees own purposes. Licensee agrees that it shall use the Service only for Licensee’s own sole and exclusive use and that Licensee shall in no event be entitled to disclose, sell, sub-license, host, stream the Service or otherwise transfer or distribute the Service or transfer this Right of Use to third parties or to let third parties use or gain access to the Service (s) without prior written consent from Licensor.

Licensee is not entitled to print, copy, translate, reverse engineer, decompile, disassemble, modify, create derivative works of or publicly display the Service, in whole or in part, unless expressly authorized by Licensor.

5. Intellectual property rights

All intellectual property rights to the Service(s) and any documentation delivered herewith belong to Licensor and Licensee acknowledges and accepts that the Service(s) are protected under the Danish intellectual property right acts and / or under international legislation, conventions and treaties. Licensee shall not obtain any intellectual property rights

whatsoever in and relating to the Service(s) and nothing in these License Terms shall be construed as a transfer or assignment of any ownership in or title to the Service(s), any documentation delivered or any other services, materials and/or information (if any) pertaining to the Service(s).

If the Service requires use of the Licensees trademark, the Licensee hereby grants Licensor the right to use Licensees trademark accordingly.

6. Correction of errors

In the event that Licensee encounters an error in the Service(s) delivered, Licensee shall notify Licensor thereof as soon as possible and Licensor shall be obligated to use commercially reasonable efforts to diagnose and correct the error.

7. Warranties and Limitation of liability

Licensor does not provide any explicit or implied guaranties or warranties, including but not limited to warranty for fitness for a particular purpose, implied warranties or warranty that the Service(s) will be without errors or defects.

Licensor explicitly excludes any and all liability for any loss towards Licensee, including but not limited to any indirect loss and / or consequential damages, including but not limited to loss of time and profits, damages related to procurement of substitute products/services, claim for damages raised by third parties, operating loss, loss of data etc., resulting from any non-delivery and/or delayed delivery attributable to Licensor, any third party providers or caused by errors in the Service(s).

To the extent permitted by law Licensor further disclaim any warranty that (a) the services will be constantly available, uninterrupted, timely, secure, or error-free; (b) the result that may be obtained from the use of the Services will be effective, accurate, or reliable; or that (c) any errors or defects in the services will be corrected.

8. Force majeure

Neither Party shall be deemed to be in default when performance of the obligations of such Party is prevented or made unreasonably burdensome due to any cause which was beyond the reasonable control of such party and which such party could not reasonably be expected to have foreseen, avoided or overcome at the time of entering into the Agreement, including but not limited to any event attributable to natural disasters and severe weather; embargoes; faulty, lack of or delayed of deliveries from suppliers or third parties; interruption or other failure of power, water, internet connection or other utilities; war and acts of war; terrorism; general strikes and other similar events affecting the activities of a Party, provided, however, that the Party suffering the Force Majeure event as soon as possible informs the other Party thereof giving details of the Force Majeure cause and its expected duration and implication for the Party's performance.

9. User Content and Usage Data

Licensor may monitor Usage Data (data about the Licensee's interaction with the Service) in order for Licensor to improve the Services.

Sharing/distributing Licensee Content is done at Licensee's own risk and responsibility.

By uploading Licensee Content to the Service Licensee warrants to have: (a) all necessary licenses and permissions to use and share the Licensee Content; (b) the rights necessary to grant the permission in these License Terms; (c) that the Licensee Content does not infringe intellectual property rights or that possible intellectual property rights have been cleared with the rights holder and that (d) the Licensee Content does not violate other laws or codes of conduct etc.

Licensee warrant not to upload any Licensee Content which entails any information protected according to the applicable Privacy Acts in force.

10. Authorization and use

Each of Licensee's users may receive a unique username and a password. This unique username and password is personal and is not to be shared with any third party, whether in Licensee's organization or elsewhere.

Licensee is responsible for all activity that occurs on Licensee's account.

If Licensor has reason to believe that the Service has been used fraudulently or without authorization, Licensor is entitled to reduce the functionality, operability, or availability of the Services, and/or suspend or terminate the Service and any Agreement between Licensee and Licensor.

11. Assignment

Licensee may not without Licensor's prior written approval assign any rights and/or obligations these License Terms. Licensor may assign all rights and/or obligations under these License Terms without Licensee's prior written approval provided such assignment is part of a transfer of all activities and/or assets of Licensor's business.

12. Changes

Licensor may change these License Terms at any time giving 3 months' prior notice.

13. Governing law and venue

Any and all disputes arising between the Parties under these License Terms shall be governed by the laws of the Kingdom of Denmark. Danish private international law that appoints a foreign law, as well as the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply. In case a dispute cannot be settled amicably, the sole and proper venue shall be the Maritime and Commercial Court, or - if the Maritime and Commercial Court does not have subject-matter jurisdiction to hear the case – the District court of the city of Copenhagen.