



## Amadeus Software Ltd. Standard Terms and Conditions

These Standard Terms and Conditions should be read in conjunction with the relevant Amadeus Consulting, Training or Support Schedule, which forms the complete agreement between Amadeus Software Ltd and the Client.

### 1. DEFINITIONS

In this Agreement the following expressions have the following meanings:

<b>Assignment</b>	The provision of the Consulting, Training or Support Service to the Client in accordance with this agreement.
<b>Consultant</b>	Any person supplied by Amadeus Software to complete the Assignment, who may be either an employee or a sub-contractor of Amadeus Software.
<b>Force Majeure</b>	In relation to either party, any circumstances beyond the reasonable control of that party (including, without limitation, any strike, lockout or other form of industrial action or the illness of incapacity of any person).
<b>Proprietary Information</b>	Any information which is now or at any time in the future in the possession of the Client and which relates to the Client's business including, without limitation, data, know-how, formulae, processes, designs, photographs, drawings, specifications, algorithms, computer software, and samples, and any other material bearing or incorporating any information relating to the Client's business.
<b>VAT</b>	Value Added Tax at the rate in force at the date any payments is made under this agreement, and any other sales or turnover taxes charged in any country outside the United Kingdom.

### 2. AMADEUS SOFTWARE'S OBLIGATIONS

2.1. In consideration of the payments referred to in Clause 4, Amadeus Software will:

- 2.1.1. Provide the Service to the Client as described in the Amadeus Software the Consulting, Training or Support Schedule.
- 2.1.2. If required, provide time sheets recording the time spent providing the Services.
- 2.1.3. Comply with all reasonable directions given.
- 2.1.4. Ensure that Amadeus Software complies with the Client's disciplinary rules and regulations whilst working on the Client's premises or under the Client's direction

### 3. THE SERVICES

- 3.1. The Services are provided to the Client in accordance with the Schedule. Details in the Schedule take precedence over this agreement
- 3.2. Amadeus Software will provide the Service detailed in the Schedule through its own employees or associates
- 3.3. If the Client wishes to make a material change to the Services or the Location, the change must be in accordance with standard change control procedures
- 3.4. The Client must not offer employment or consultancy work to the Consultant or any other employee of Amadeus Software or its associates, either during the Assignment or within twelve months after its completion
- 3.5. If the Client offers employment or consultancy work to a subcontractor in breach of clause 3.4, it must pay to Amadeus Software a sum equal to ten times the Weekly Rate stated in the Schedule or the sum of £25,000 whichever is the least within thirty days of receiving an invoice for that amount from Amadeus Software.
- 3.6. If the Client offers employment or consultancy work to an employee of Amadeus Software in breach of clause 3.4, it must
  - 3.6.1. notify Amadeus Software immediately of the starting salary and benefits which it has offered to that employee, and
  - 3.6.2. pay to Amadeus Software a sum equal to 100% of that starting salary and benefits, or the sum of £50,000 whichever is the least, within thirty days of receiving an invoice for that amount from Amadeus Software.

### 4. PAYMENTS

- 4.1. The Client will pay Amadeus Software the Fee in pounds sterling within 30 days of receipt of invoice and if appropriate the overtime rates. Any invoices remaining unpaid in part or in whole thereafter shall carry interest at the rate of 8% above the base rate of the Bank of England from time to time prevailing from the date of invoice to the date of payment.
- 4.2. The payments referred to in this agreement are exclusive of VAT, and VAT is payable in addition where appropriate.
- 4.3. Factors outside the control of the Consultant that contribute to a delay in work being performed by the Consultant will incur a Minimum Daily Rate charge being made. The Minimum Daily Rate charge is the same rate as detailed in the Schedule.
- 4.4. Without prejudice to its rights and remedies under this agreement or at law, if any fee payable by the Client is not paid by the due date, Amadeus shall be entitled in its discretion to suspend the provision of any Services under this agreement until such time as payment is made, and require the Client to make all future payments in advance, and/or terminate this agreement in accordance with Clause 6 on giving thirty (30) days' notice of the same to the Client
- 4.5. All charges for services are stated exclusive of expenses unless otherwise stated. The Client will reimburse Amadeus its reasonable travelling, hotel and other out-of-pocket expenses, which Amadeus may incur in connection with the provision of any Services to the Client

### 5. TERMINATION

- 5.1. Amadeus Software may terminate this agreement immediately if the Client fails to make any payment within the time allowed under this agreement.
- 5.2. Either party may terminate this agreement immediately:  
If the other party

- 5.2.1. ceases trading, or
- 5.2.2. goes into liquidation, unless that is solely for the purpose of amalgamation or reconstruction when solvent, or
- 5.2.3. an administrative receiver of it is appointed or
- 5.2.4. an administration order is made in respect of it.

- 5.3. The client can terminate this agreement if Amadeus Software fails to remedy any breach of the terms of this agreement as soon as practicable after being requested in writing to do so.
- 5.4. Amadeus Software may terminate this agreement if the client fails to remedy any breach of the terms of this agreement as soon as practicable after being requested in writing to do so.
- 5.5. If this agreement is terminated under clause 5.1 Amadeus Software is under no further liability to the Client but the Client remains liable to Amadeus Software for all sums then due and all further sums which would have become due if the Assignment had been completed.

## **6. INTELLECTUAL PROPERTY AND CONFIDENTIALITY**

- 6.1. Copyright and all other intellectual property rights in any software and documentation created by Amadeus Software is the property of the Amadeus Software.
- 6.2. Amadeus Software undertakes,
  - 6.2.1. to use all Proprietary Information disclosed to it exclusively for the purpose of providing the Service,
  - 6.2.2. to maintain confidential all Proprietary Information that it may acquire in any manner, and
  - 6.2.3. that it will not use or disclose any of the Proprietary Information, directly or indirectly, in whole or in part, except for the purposes of and in accordance with this Agreement, either during or after the termination of this agreement.
- 6.3. Subject to the previous clauses, Amadeus Software may publicise the fact that it has been retained to provide the Service to the Client.

## **7. INDEMNITY AND LIABILITY**

- 7.1. Amadeus Software Limited indemnifies the Client up to a maximum of £100,000 against all liability and costs arising from
  - 7.1.1. the failure of Amadeus Software to provide the Service to a standard acceptable to the Client;
  - 7.1.2. the failure of Amadeus Software to comply with its obligations in this agreement; or
  - 7.1.3. any negligence or unlawful act or any omission by Amadeus Software
- 7.2. Subject to clause 7.1, the liability of either party to the other is limited to the total amount payable under this agreement.
- 7.3. The limitation in this clause does not apply to liability arising from death or personal injury caused by the negligence of either party.
- 7.4. In no event will Amadeus be liable in contract or in tort or under any other legal theory for incidental, indirect, special or consequential damages, including but not limited to loss of profits, loss of data or loss of system use, regardless of whether or not Amadeus has been informed about the possibility of such damages
- 7.5. In no event will the total liability of Amadeus for any damages, costs, fees and expenses in any action based on contract or tort arising out of, or in connection with, this Agreement (other than any liability which may arise under Clause 9.4) exceed the charges due under this Agreement
- 7.6. The limitation in this Clause does not apply to liability arising from death or personal injury caused by the negligence of either party
- 7.7. Amadeus Software warrants that it shall render the services in a diligent, conscientious and professional manner. The exclusive remedy for a breach of this warranty is refund of fees paid for the services. Amadeus Software warrants that it is under no obligation or restriction that would in any way prevent or interfere with its ability to perform its obligations under this Agreement.
- 7.8. Amadeus Software disclaims all other warranties, express or implied, with respect to the services provided hereunder or the results obtained, including without limitation any implied warranties or conditions of merchantability or fitness for a particular purpose and those arising by statute or otherwise in law or from a course of dealing.

## **8. FORCE MAJEURE**

- 8.1. If either party is affected by Force Majeure it must immediately notify the other party of the nature and extent of it.
- 8.2. Neither party is in breach of this Agreement, or otherwise liable to the other, because of any delay in performance, or non-performance, of any of its obligations under this Agreement to the extent that the delay or non-performance is due to any Force Majeure of which it has notified the other party. In such a case, the time for performance of that obligation is extended accordingly.
- 8.3. The parties must enter into bona fide discussions with a view to alleviating the effects of the Force Majeure, or agreeing upon such alternative arrangements as may be fair or reasonable.

## **9. GENERAL**

- 9.1. This Agreement is binding upon and benefits the parties and their respective legal successors
- 9.2. This Agreement and the related Amadeus Schedule(s) contain the entire Agreement between the parties with respect to its subject matter, and supersedes all previous Agreements and understandings between the parties with respect to it. No variation or amendment of this Agreement binds either party unless made in writing by duly authorised officers of both parties.
- 9.3. If any provision of this Agreement is agreed by the parties to be illegal, void or unenforceable under any law that is applicable to this Agreement; or if any court of competent jurisdiction in a final decision so determines, this Agreement continues in force with the deletion of those provisions from the date of the agreement or decision, or from an earlier date agreed by the parties.



- 9.4. A failure by either party to exercise or enforce any rights conferred upon it by this Agreement is not a waiver of any such right and does not bar the exercise or enforcement of them at any subsequent time.
- 9.5. Nothing in this Agreement creates, or is deemed to create a partnership, joint venture, or the relationship of principal or agent between the parties and neither party may bind the other in any manner except as provided in this Agreement.
- 9.6. Each party acknowledges that, in entering into this Agreement, it does not do so on the basis of, and does not rely on, any representation, warranty or other provision except as expressly provided in this Agreement. All conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 9.7. Hardware Usage and Software Licences  
The Client allows Amadeus consultants to use Clients machines and software at Clients premises and also permits the use of any client software required for the development of the consultancy project at Amadeus premises.
- 9.8. Software Licences for On-Site Training Courses  
The Client will provide any required Software Licences for On-Site training courses provided by Amadeus Software Ltd.
- 9.9. Training Course Bookings And Confirmation
  - 9.9.1. Provisional bookings can be made by telephone, email and fax and will be held for an agreed period of time (Date agreed with Amadeus course co-ordinator).
  - 9.9.2. A Course booking is confirmed when a course booking form and purchase order (if this is booking company standard) has been sent to Amadeus Software and on receipt of this Amadeus has sent the confirmation of the Course booking in writing.
- 9.10. Changing Delegate Details
  - 9.10.1. No charge will be incurred if another individual from your organization is nominated to replace the original delegate on the same date and Course
- 9.11. Cancelling And Transferring Courses
  - 9.11.1. All cancellations of Course bookings must be made more than 10 (ten) working days prior to the commencement of the Course.
  - 9.11.2. Cancellations made with less than 10 working days notice will be subject to a cancellation fee - 50% of the course booking.
  - 9.11.3. If the delegate fails to attend the course with no notification the full Course fee remains payable
- 9.12. Training Course Prices  
Amadeus Software reserves the right to modify the published Public Course prices at its sole discretion, and without prior notification.
- 9.13. Cancellation Of Training Courses By Amadeus Software  
Amadeus Software reserves the right to cancel any Course at any time without liability. In such circumstances delegates will be offered an alternative date, a Course voucher or a refund of Course fees paid.
- 9.14. Training Course Notes And Changes To Course Content
  - 9.14.1. Copyright and all other intellectual property rights in any software and documentation created by Amadeus Software is the property of the Amadeus Software.
  - 9.14.2. None of the Course material may be reproduced, re-published, distributed, posted, sold or transferred. Copyright extends to all electronic or supplementary materials provided as part of a course.
  - 9.14.3. Course notes are available only for attendees and are provided on the first day of the Course. Course notes are not available prior to the commencement of the Course.
  - 9.14.4. Amadeus Software reserves the right to alter any of the Course content without prior notification.
  - 9.14.5. It may not be possible to cover all Course topics owing to unforeseen circumstances. The Instructor will advise delegates if this is the case, and may offer alternatives. Where necessary, the Instructor will add appropriate, additional reading material.

## **10. NOTICES**

- 10.1. Any notice required to be given under this Agreement by either party to the other must be in writing and must be served by sending it by registered or recorded delivery post to the address of the other party for service of documents.
- 10.2. The address of a party for service of documents is either
  - 10.2.1. the address given for that party in this Agreement; or
  - 10.2.2. another address given by one party to the other as its address for service.

## **11. SEVERABILITY**

- 11.1. If any part of this Agreement is held to be unenforceable or invalid, the remaining provisions shall remain in full force and effect

## **12. WAIVER**

- 12.1. Failure by either party to enforce at any time, or for any period of time, any provision of this Agreement will not be construed as a waiver of such provision and will in no way affect either party's right to later enforce such provision

## **13. GOVERNING LAW**

- This Agreement is subject to English law.