

Training Service Agreement

between

airsight GmbH

and the

Civil Aviation Committee of the Republic of Armenia

This Framework Training Service Agreement (“Agreement”) sets forth the basis upon which the airsight GmbH (hereinafter referred to as “airsight”) has agreed the Civil Aviation Committee of the Republic of Armenia (hereinafter referred to as “the Customer”) – jointly or individually also referred to as “party “or “parties” – regarding the provision of training courses (hereinafter referred to as “Training”) on specific dates and in respect of attendee(s) agreed upon by both parties. This Agreement will override any oral or written agreement in previous communication.

1. Applicability

airsights General Terms and Conditions shall be applicable for the following:

Classroom delivery of training course:

- “Obstacle Assessment” 25.03. - 28.03.2025 at € 2.655,00 (excl. VAT) per participant by instructor-led classroom format

Attendee:

Ms. Ghandilyan, Anna

2. Registration for the Training Courses

Participants are required to register for the training courses online, via the airsight website.

3. Invoices, Payment of Course Fee

a) An invoice is generated and provided to the E-mail address indicated during the online registration process.

b) Payment must be made by bank transfer and in Euro, to the bank account of airsight in Germany:

Bank: Deutsche Bank AG

Branch Address: Otto-Suhr-Allee 6-16, 10585 Berlin, Germany

Bank/Sort Code: 100 700 24

Account No.: 0 35 75 33 00

Account Name: airsight GmbH

Tax No.: 30/203/33249

VAT No.: DE202618805

IBAN-ID: DE68 1007 0024 0035 7533 00

c) The following data shall be indicated on the bank transfer:

- Invoice number;
- Name and organization of the participant;
- Training course title;
- Course date.

d) The invoice is payable 14 calendar days after invoice date.

4. Training Course Language

Training courses are delivered in English. Selected training courses can be delivered in other languages. For detailed conditions please contact training@airsight.de.

5. Intellectual Property

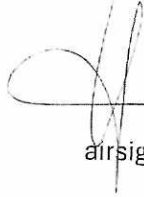

airsight is the owner of, and will retain all rights, title and interest in any and all course materials, and in any and all other materials, including any documentation, data, technical information and know-how provided to the participants by airsight. Such information shall not be disclosed or copied to any third parties and shall not be used for any purposes by the participants or the organization they represent, without the express written permission of airsight. All confidential or business-sensitive information provided by airsight's customers will remain confidential and will not be shared by airsight's employees or trainers to third parties.


6. Liability

airsight excludes any and all liability for damages arising out of the failure of a requesting person or Organization representative to provide information to the participants about the applicable provisions.

7. Force Majeure

airsight shall not be liable in respect of any failure to fulfil its obligations under this agreement if such failure is due to reasons or circumstances beyond its reasonable control including but not limited to government interference, direction or restriction, war or civil disorders, strikes, blockade, insurrections, riots, acts of natures, disasters, diseases, epidemics, terrorist actions, or other emergencies.



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General Secretary of Civil Aviation
Committee of the Republic of Armenia
Mikayel Zalnryan



General Terms and Conditions of airsight GmbH

I. General Contract Conditions

1. General

1.1 All services of airsight GmbH are based on the following General Terms and Conditions in their most recent version.

1.2 Any contradictory or additional conditions on the part of the client are hereby expressly excluded. They also will not be accepted in the event that they are not expressly excluded upon receipt. They only apply with the explicit approval of airsight GmbH, either in writing with you or your members.

1.3 Side agreements must be confirmed in writing. This also applies to agreements which cancel the written form requirement.

2. Remuneration, payment conditions, defaults, compensation, retentions, title retentions

2.1 Insofar as services are calculated according to costs, the offer made to the client is valid. In this case the employees of airsight GmbH will maintain a list of daily working hours, positions worked on and types of activity.

2.2 In the matter of transfer payments, the transfer payment amount is determined by the scope of the operation. The payment amount is set upon the customer's completion of an order form and upon confirmation of this order by airsight GmbH. All accounts are payable upon issue of invoice and are payable without deductions.

2.3 Should the customer delay payment, then airsight GmbH has the right to charge default interest at 5% p.a. over base rate. If the customer is not a consumer then interest will be charged at 8% over base rate. airsight GmbH retains the right to produce evidence of more serious damages which has been caused by the customer and which must be compensated by him. However, if the customer can prove that no damages or much lower damages have resulted from the delay, then the customer is only obliged to pay compensation for these damages.

2.4 The customer is only entitled to set-off rights if his counterclaim is made according to the law, is uncontested or is accepted by airsight GmbH. The customer is only entitled to retention rights if they are based on the same contractual conditions.

2.5 airsight GmbH retains title to goods until such time as they are completely paid for and until such time as extant or further payments are made in accordance with contractual conditions, and such payments made by check or transfer are encashed. This also applies to any property rights relating to intellectual property rights and copyright.

2.6 In the case of the customer being in arrears or of a significant breach of the duty of care, the exercise of title retention by airsight GmbH does not denote withdrawal from the contract unless airsight GmbH expressly advises the customer that this is the case.

2.7 Exercise of title retention by airsight GmbH in connection with a software handover will result in the customer forfeiting the right to continue to use the software package. All copies of the software made by the customer must be deleted.

3. Secrecy/data protection

3.1 airsight GmbH is permanently bound to treat as confidential all commercial and operating secrets and all information designated as confidential which it is privy to in the course of carrying out the contract. Such information may only be divulged to persons who are not involved in carrying out the contract upon written permission of the customer.

3.2 The contracting partner for his part is bound to treat as confidential all information which he is privy to in connection with the offer and contract execution. In particular, it is not permitted to pass on to a third party or in any other way use the contents of the offer made by airsight GmbH.

3.3 airsight GmbH is bound to treat as confidential all data received from the contracting partner. The data will be used exclusively in the execution of existing contracts and for internal purposes. In particular, it is not permitted to pass on data to a third party without

the customer's express permission.

4. Customer's obligation to cooperate

The customer must ensure that airsight GmbH is provided with all documentation required to carry out their activities in a timely manner and that they are advised of all processes and circumstances. This also applies to documentation, processes and circumstances which only become known during the activities of airsight GmbH.

5. Interruptions to service provision

5.1 airsight GmbH shall not be liable for any delays or failure to perform any obligation under any contract which is due to an event beyond the control of airsight GmbH including but not limited to any act of God, terrorism, war, political insurrection, insurrection, riot, civil unrest, act of civil or military authority, strikes, lack of transportation, embargos, uprising, earthquake, flood or any other natural or man made eventuality outside of its control, which would serve as grounds for termination of any contract entered into and which could not have been reasonably foreseen.

5.2 airsight GmbH shall be within its rights to discontinue its services, withdraw from the contract, refuse to sign a contract or enter into any cooperation with the Client in a country in which, at airsight GmbH's discretion, the security situation is tense, or a country against which an advisory has been issued by the German Federal Foreign Office (Auswärtiges Amt) in its official reports.

5.3 The Client shall not be entitled for the above-mentioned reasons to any compensation for any loss in the non-provision of the services or delays.

5.4 In the event of increased expenses within the scope of the customer's responsibility, airsight GmbH can request reimbursement of the additional expenses.

6. Liability

6.1 airsight GmbH is liable for damages in the event that they are caused by a culpable breach of contract obligations (cardinal obligations) in a manner which compromises the aims of the contract or by gross negligence or wilful intent on the part of airsight GmbH.

6.2 airsight GmbH is not liable for indirect damages, consequential damages resulting from incidents such as business interruption or loss of profits. In particular, no liability will be accepted for such damages which result from faulty execution of an update, an instruction by the support team and/or insufficient data security. If the customer has performed data backup, then liability is restricted to the extent to which the data can be reproduced with justifiable outlay of time and expense.

6.3 The parties are agreed that the total liability of airsight GmbH is limited to the amount of the respective order and such damages which are normally to be anticipated within the framework of the contract.

6.4 airsight GmbH accepts no liability whatsoever for any damages which result from the customer's use of software which breaches the terms of the contract.

6.5 The customer is aware that he is bound to regularly and appropriately back up his data in line with his obligation of loss mitigation and in the event of a suspected software error to carry out all reasonable additional security measures.

6.6 The customer is solely responsible for compliance with all data protection regulations when using the software. The liability of airsight GmbH is excluded in all cases and whatever the legal grounds.

6.7 The statute of limitations for contractual claims for damages is three months if the customer is a company.

II. Training courses

7. Contract Conclusion

7.1.

a) Contract conclusion of public training courses

Registration for training courses must be made with the registration form on the airsight GmbH website or in writing (letter, fax). After registering, the customer receives a written confirmation with all the necessary information about the course. The contract is valid from the customer's receipt of the registration confirmation.

b) Contract conclusion of In-house training courses

Upon request, the customer receives a proposal for the In-house training course. The contract is concluded by the customer's written acceptance of the proposal.

7.2. Invoicing and Payment

Training courses are payable upon issue of invoice by airsight GmbH. All payments are to be made without discounts and free of charges or costs. Charges for foreign bank transfers shall be covered by the customer.

8. Cancellation policy

a) Cancellation of public training courses

All booking cancellations of training courses must be made in writing. Substitution participants will be accepted.

No cancellation fees will be charged if bookings are cancelled more than four weeks prior to commencement of the training course. If bookings are cancelled four to two weeks prior to commencement of the training course, 30% of the course fee and all costs for additional services booked for the participant (accommodation and food) will be retained. For any booking cancellations made later than two weeks prior to commencement or non-appearance at the course, 100% of the course fee and all costs for additional services booked for the participant must be charged.

airsight GmbH reserves the right to cancel or postpone training courses until three weeks prior to commencement of the training course for reasons such as insufficiently high participant numbers. Course fees will be refunded immediately. All other customer claims or claims of third parties are void.

In case of a later cancellation of a training course due to force majeure or other unforeseen circumstances (such as an accident or illness of the trainer), liability of airsight GmbH is limited to reimbursement of invoice amounts already paid to airsight GmbH. All other customer claims or claims of third parties are void. Complementary to this, please also refer to point 5 of the General Contract Conditions.

b) Cancellation of In-house training courses

Cancellations of In-house training courses by the customer must be made in writing. Cancellations up to four weeks prior to commencement of the In-house training course will be charged with a fee of 2,000 €. Should airsight GmbH incur cancellation costs for travel bookings and hotel accommodation, these costs will also be passed on to the customer.

For later cancellations, 80% of the booked services will be charged.

Instead of the customer cancelling the In-house training course, it is possible to arrange an alternative date, so that cancellation fees may be waived.

If an In-house training course has to be cancelled by airsight GmbH due to force majeure or other unforeseen circumstances (such as an accident or illness of the trainer), the customer and airsight GmbH will jointly reschedule the In-house training course. All other customer claims or claims of third parties are void. Complementary to this, please also refer to point 5 of the General Contract Conditions.

9. Services

a) Services regarding public training courses

The course description published in the current course brochure or on the airsight website forms the basis of all training course contracts. airsight GmbH reserves the right to make alterations in case of necessary circumstances (such as change of trainers due to illness).

b) Services regarding In-house training courses

The scope of services of the In-house training course is defined in the contract. airsight GmbH reserves the right to make alterations in case of necessary circumstances (such as change of trainers due to illness).

10. Rights relating to training material

The airsight GmbH owns all rights to the training materials. The participants are not permitted to copy or transfer to third parties any training material without prior written agreement of airsight GmbH. Furthermore, it is not permitted to digitalize training material, to provide training material as a download or to use training material for commercial purposes.

III. Purchase of software licences

11. Object of the agreement

11.1. airsight GmbH grants the licensee the non-transferable, non-exclusive right to use the software in accordance with more precise specifications given in the software description in the system environment released by the licensor. Concurrent storage, provision or use on more than one computer is only permitted in accordance with the number of licences purchased. If the customer wishes to use the software on further computers, then he must purchase the appropriate number of licences.

11.2 The use of licences and other program content such as databases by other companies and/or for external purposes such as provision of services or consulting is not permitted.

11.3. airsight GmbH transfers the software to the licensee as an object program on machine readable original data carriers. The licensee will be provided with documentation relating to the use of the software (manual) in printed form and on machine readable data carriers.

11.4. Insofar as stored data (data, database material) are included in the scope of delivery, then they are subject to these General Terms and Conditions, including any software updates provided to the licensee by airsight GmbH during the term of the contract, whether free of charge or against payment.

12. Scope of use

12.1. Copying by the licensee is only permitted for security purposes. Only one backup copy may be made and stored. This backup copy must be marked accordingly.

12.2. The licensee is expressly forbidden from carrying out any editing, reconfiguration, development, or other changes which go beyond the configuration possibilities set out in the software specifications. This applies particularly, but not exclusively, in the case that the licensee bypasses the user interface and enters the database. All changes or integration with other software or hardware may only be carried out with the approval of airsight GmbH and/or a separate previous agreement.

12.3. Conversion of the program codes provided into other codes (recompilation) and any other forms of reverse engineering, including program changes or integration are not permitted.

12.4. The licensee does not have the right to fully or partially transfer to a third party the user rights granted to him, nor to concede corresponding user rights to a third party, without previous written permission from airsight GmbH.

12.5. Subject to the user rights granted in these General Terms and Conditions, airsight GmbH retains all rights to the object of the agreement and to all copies or partial copies of the software made by the licensee in the version transferred or the version which was changed or edited in breach of the contract terms, without prejudice to the licensee's ownership of the relevant machine readable data carriers.

12.6. The software is copyright protected. The licensee undertakes not to alter any protection notices such as copyright marks and other legal reservations in the versions of the object of the agreement which are supplied.

12.7 It is not permitted to remove or bypass a software protection. If the software protection compromises normal use, the licensee must inform airsight GmbH, who must then resolve the problem.

12.8. The documentation supplied in accordance with 11.3 are protected by copyright law and may only be copied or in any way reproduced with the previous written permission of airsight GmbH.

12.9. The licensee undertakes not to pass on the software or a copy of the software to a third party nor to make it accessible to a third party in any way. The licensee guarantees that the software will be stored in such a way as to prevent unauthorised reproduction by third parties.

12.10. In the event of contravention of these conditions of use airsight GmbH retains the right to submit comprehensive claims for damages.

13. Delivery, licence fees

13.1 On the delivery date agreed in writing the licensee will receive the object of the agreement on machine readable data carriers along with a copy/copies of the documentation in line with the specification attached to the software licence agreement.

13.2 The licence fees are due upon transfer of the software to the licensee, airsight GmbH retains title to the object of the agreement until such time as the licensee has fulfilled all contractual obligations.

14. Software product warranty

14.1. airsight GmbH carries out its software development conscientiously and carefully in line with recognised professional standards. Nevertheless, the contracting parties agree that it is not possible to develop software and associated services in such a way that it is completely free of defects in every area of application. Unless the licensee notifies a defect within two weeks of date of delivery, then the software is considered to be accepted. The warranty period runs 1 year from delivery of the object of the agreement by airsight GmbH, if the licensee is a company.

14.2. In terms of the warranty, defects are only those reproducible defects which reduce the value or efficiency of use as set out in the terms of the contract and which are caused by quality deficiencies in the item delivered.

14.3. The licensee must submit a written notice of defect immediately upon noticing the problem, otherwise the warranty is not valid. This applies on condition that the licensee has not altered the software and that the defects are a result of the licensor's deliveries and services.

14.4. airsight GmbH can initially fulfil its warranty obligations by carrying out reworking. Reworking can be done by supplying a new or different program version. Until such time as the defect is resolved, airsight GmbH has the right to offer an interim solution.

14.5. The licensor is obliged to take all necessary and possible actions to identify, limit and document defects. In the event of a warranty claim the licensee will provide airsight GmbH with all available information and give every possible assistance to resolve the problem.

14.6. Reproducible defects which significantly compromise the software's functionality will be immediately dealt with and corrected by airsight GmbH in conjunction with the licensee. Defects which do not significantly compromise the use and functionality of the program will be corrected by airsight GmbH in the next update.

14.7. If it is not reasonable for airsight GmbH to carry out reworking or if it fails after several attempts and in spite of providing a written deadline, then the licensee has the right to claim compensation corresponding to the level of permanent limitation of the serviceability of the object of the agreement. Point 6 applies in respect of potential damage compensation.

14.8. Direct and indirect damages caused by improper or unauthorised manipulation of the software by the licensee are excluded from the scope of the warranty. If warranty claims are submitted in these cases, then the licensee is obliged to pay appropriate compensation.

IV. Update and support agreement

15. Object of agreement

15.1 An update agreement gives the licensee the right to receive updates of the latest versions of airsight GmbH's software and relevant documentation. Updates include all licences held by the licensee. Installation is free of charge. Updates are subject to all the conditions of the underlying software licence agreement. These conditions also still apply to the old version.

15.2 By means of a support agreement, airsight GmbH guarantees technical support for the installation and operation of the licensee's software in the latest and previous versions, as long as the reproducible problem is connected to the use of the software or related components (updates, bug fixes).

15.3. The following are not included:

- Technical support for operating system problems or problems caused by other software or by the use of

specific hardware.

- The reconstruction of defective data, e.g., caused by power cuts, defective hardware, insufficient data protection, unauthorised manipulation of the software or user error.
- Training or coaching of new staff members.
- Carrying out program enhancements and support during the installation of additional devices.

16. Contract period, cancellation

The update and support agreement are valid from signing of the contract by both parties for the year of signing and for the whole of the following calendar year. It can be cancelled at any time by both parties by giving three months' notice in writing. If the contract is not cancelled it is automatically renewed for a further year. In addition, the support agreement can be cancelled in writing at any time for good reason if there is evidence that the licensor has failed to provide one of the services defined in paragraph 15.2, and upon previous issuance of a written notice setting an appropriate deadline for removing the reason for cancellation.

17. Payment date and payment

17.1 The agreed payment becomes due for the first time upon signing of the contract on a pro-rata basis for the remainder of the calendar year. In subsequent years the payment is due at the beginning of the calendar year. All prices exclude VAT. Payment is due immediately and is strictly net.

17.2 In the event of subsequent signing of an update agreement, payment is calculated from the initial purchase of a software licence. An additional charge corresponding to 50% of the support fees is due for the period between the initial purchase and signing the update agreement. This period is limited to 24 months. Normal rates will be calculated from the signing of the update agreement until the end of the current calendar year.

17.3 In the event of the subsequent purchase of licences, payment is due at the time of purchase on a pro-rata basis for the remainder of the year. The following year, these will be combined with the initial licences.

17.4 airsight GmbH retains the right to adjust payment for the update and support agreement no more than once per year upon provision of one month's notice in order to adapt to prevailing market conditions. Should the payment increase by more than 10% on the previous year for the same number of licences, then the contract may be cancelled in writing within ten working days of receipt of invoice.

18. Contacts, support media

18.1 airsight GmbH will name a personal contact in order to provide targeted support for the licensee. For his part, the licensee will provide sufficient numbers of qualified and trained personnel and will advise airsight GmbH the name of a corresponding contact person. During the support process this contact person is bound to cooperate by having available all necessary information on the hardware and software, particularly detailed documentation relating to the reproducible problem.

18.2 Within the framework of the support agreement, airsight GmbH offers the licensee the opportunity to make contact with his support team member via email, fax, letter or telephone. airsight GmbH offers the licensee qualified technical support by telephone on workdays between 9.00 am and 5.00 pm CET. No support is available on 24.12, 31.12 and on statutory Berlin public holidays. Response time is the maximum time period from receipt of the request at airsight GmbH until the first contact is made with the licensee. airsight GmbH assures the licensee that every effort will be made to reply to the support request within a response time of 24 hours during working days.

19. Validity of other provisions

The provisions relating to the purchase of software licences in paragraph III, particularly the conditions of use (paragraph 12) and warranty conditions (paragraph 14) apply to the update and support agreement.

V. Joint final provisions

20. Rights of third parties

airsight GmbH supplies the object of the agreement free of third-party rights which constrain or prevent use of the object of the agreement by the customer. This only applies to the object of the agreement in its valid and unaltered original version as supplied by the vendor and to authorised and released updates and bug fixes. Should, however, a third party claim a breach of copyright by the customer then the customer is bound to inform airsight GmbH of this in writing without delay. The customer may not admit any claims by third parties.

21. Place of jurisdiction/severability clause

21.1 Place of performance and jurisdiction for all direct or indirect disputes between airsight GmbH and the customer is Berlin. The law of the Federal Republic of Germany is binding.

21.2 Complete or partial invalidity of one part of these General Terms and Conditions does not affect the validity of the remaining parts. In the case of invalidity of one part of these General Terms and Conditions the parties undertake to replace the invalid provision with a valid agreement which corresponds as far as possible to the commercial goals of the invalid clause.

Berlin, 18th of August 2020