



**GENERAL TERMS AND CONDITIONS OF ACCESS TO AND
USE OF
AIRBUS SECURE AREA OF CUSTOMER PORTAL**

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ARTICLE 1: DEFINITIONS

Administrator:	The Aviation Authority 's Project Certification Manager (PCM) or other representative appointed by the AA entitled to represent the AA for and in the management of the Agreement, responsible for the compliance by the Designated Users and the AA employees with the Agreement
Agreement	The agreement between the Parties shall be understood as including, in the following order of precedence, (i) Specific Terms and Conditions applicable to specific Services if any and to that extent only, (ii) these General Terms and Conditions, and (iii) the User Documentation and any all other relating functional or technical document agreed between the Parties, being understood that, in the event of any ambiguity or contradiction the former ranking document shall prevail on the following one(s).
AIRBUS S.A.S.	AIRBUS S.A.S, a French <i>Société par Actions Simplifiée</i> , with a share capital of Euros 2 704 375, registered with the Trade and Companies Registry of Toulouse (France) under n° 383 474 814 and whose registered office is located 1 Rond Point Maurice Bellonte, 31700 Blagnac, France.
AIRBUS	AIRBUS SAS, and legal entities controlled by AIRBUS SAS, the term of control meaning the direct or indirect ownership of at least fifty percent (50%) of the voting stocks in such legal entities.
AIRBUS'Data	Any and all data, information and material made accessible and available by AIRBUS to the Aviation Authority through the PCP.
Aviation Authority (AA)	Authority The Aviation Authority entering into these General Terms and Conditions as identified at the end of this document.
Aviation Authority's Data	Authority's Any and all data, information and other material made accessible and available by the Aviation Authority to AIRBUS through the PCP.
Data	Collectively the AIRBUS' Data and the Aviation Authority 's Data.
Databases	Any and all collection of independent works, data or other materials arranged in a systematic or methodical way and individually accessible by electronic or other means the Aviation Authority may access to through the PCP.
Designated Users	Employees of the Aviation Authority proposed by an Aviation Authority's Administrator and authorised by AIRBUS S.A.S. at its own discretion to access and use the PCP.
Identification Codes	Confidential and personal identification codes attached to each Designated User, which formally identify each Designated User in order to access and use the PCP. Identification Codes are delivered by AIRBUS S.A.S. in the form of passwords or certificates, but AIRBUS S.A.S., at its own discretion, might accept or require that the Aviation Authority provides its Designated Users with an Identification Code consisting in a personal certificate issued by an independent, reputable and reliable organism.
Parties	AIRBUS S.A.S and the Aviation Authority.
Private Customer	Secure area of the AIRBUS Portal for customers, to part of which

Aviation Authorities

Portal or PCP	Designated Users of the Aviation Authority may be given access by AIRBUS S.A.S.
Services	Any and all on line services accessible through the PCP under the terms and conditions of the Agreement.
Specific Terms and Conditions	Terms and conditions under which AIRBUS S.A.S. grants to the Aviation Authority access to specific Services.
System	Equipment (hardware, software, connections, ...) set up by AIRBUS S.A.S. and allowing AIRBUS S.A.S. to provide the Services on the PCP through the internet.
User Documentation	Documentation intended for the Administrators and Designated Users of the PCP describing the technical means enabling connection to the System and access to the PCP and providing information related to the use of the PCP and/or the Services. User Documentation may be modified from time to time by AIRBUS S.A.S and is available on the public zone of the Customer Portal.

ARTICLE 2: PURPOSE / CONTRACTUAL DOCUMENTS

- 2.1 The purpose of these General Terms and Conditions is to define the terms and conditions under which AIRBUS S.A.S. authorises the AA to access and use the PCP and to benefit from the Services offered through the latter.
- 2.2 Access to and use of certain Services may be subject to acceptance by the AA of Specific Terms and Conditions.
- 2.3 The PCP may be used by the AA for the purpose of the co-operation with AIRBUS. The PCP shall be used for professional purposes only, and the Parties shall not exchange Data through the PCP that are not necessary for professional purposes.
- 2.4 The AA access to the PCP in its own name and behalf, and on behalf of the states it represents.

ARTICLE 3: EXTENT OF ACCESS TO AND USE OF THE PCP

- 3.1 AIRBUS S.A.S. grants to the AA, a worldwide, personal, non-exclusive and non-transferable right to access and use the PCP and the Services, pursuant to the terms and conditions of the Agreement.
- 3.2 No other right than the one provided in article 3.1 above is granted by AIRBUS S.A.S. to the AA under these General Terms and Conditions, and the AA shall not, directly or indirectly, without limitation, extract, reproduce, represent, adapt, modify and/or translate, all or part of the PCP, the System and/or the Databases, nor create any derivative work therefrom, nor use any and all of the aforesaid elements for any other purposes than those agreed upon between the Parties beforehand.
- 3.3 The PCP, the System, the Databases and AIRBUS' Data remain the sole ownership of AIRBUS and/or its licensors.

ARTICLE 4: ADMINISTRATORS AND DESIGNATED USERS

- 4.1 The AA shall be fully responsible for the enforcement of the Agreement by its employees including the Administrator(s) and the Designated Users. The AA shall ensure that the Administrator(s) and the Designated Users are qualified and properly trained for the purpose of the performance of the Agreement.
- 4.2 The AA shall designate one Administrator. AIRBUS may, at its sole discretion and upon the AA's request, authorise in writing the AA to designate additional Administrator(s), provided the AA defines non-overlapping areas for each of the Administrators, e.g. for different branches or sites of the AA.
- 4.3 The Administrator(s) shall have the capacity to represent the AA as to the execution and the performance of any contractual document as to the access, use and operation of the PCP.
- 4.4 The Administrator(s) shall appoint potential Designated Users among the employees of the AA, and propose them to AIRBUS S.A.S. for prior approval as to such appointments. Subject to this AIRBUS S.A.S.' acceptance, each Designated User shall be provided with a personal and confidential Identification Code, at AIRBUS S.A.S.' discretion, either by AIRBUS S.A.S. or by an independent, reputable and reliable organism. AIRBUS may, at its sole discretion and upon the AA's request, give written approval to the Administrator to appoint directly Designated Users among employees of the AA.
- 4.5 Any and all access, use and operation of the PCP with an Identification Code are deemed to have been made by corresponding Designated User.
- 4.6 The AA shall ensure that:
- (I) each Identification Code is used by the corresponding Designated User only and is personal to the Designated User;
 - (II) each personal Identification Code shall not be communicated to any other person than the corresponding Designated User;
 - (III) each Designated User accesses and uses the PCP pursuant to the specific rights he/she has been granted under the Agreement;
 - (IV) no third party can have access to the Identification Codes nor to the PCP.
- 4.7 Should any of the Parties be informed of any potential risk that Identification Codes could be disclosed to anyone else than the corresponding Designated User, then the Administrator(s) shall, without any delay, cancel the access to the PCP in respect of such Identification Codes and notify AIRBUS S.A.S. of such potential risk and of such cancellation of the Identification Codes, notwithstanding the right of AIRBUS S.A.S. to cancel such access.
- 4.8 The AA shall inform AIRBUS S.A.S., without any delay, of any modification of the professional situation of the Designated Users, including without limitation in case of leaving or resignation from the AA, in order to cancel the access to the PCP for the Designated Users concerned.
- 4.9 AIRBUS S.A.S. shall be entitled, at any time, without prejudice to its other rights and without prior notice, to restrict or suspend access to whole or part to the PCP, to any or all Designated Users and/or Administrators, should any one of them not comply with any provision of the Agreement, and/or any applicable laws and regulations, or should AIRBUS S.A.S. fear such access may harm and/or violate confidentiality and/or security provisions and/or lead to an illegal action on whatever ground.

ARTICLE 5: ACCESS REQUIREMENTS

- 5.1 The AA shall, under its sole responsibility and liability, procure, install and maintain all the information technology equipment (hardware, software, connections...) necessary to access the System and the PCP. At any time of the Agreement, the AA shall use care and means available in the state of the art necessary to prevent intrusion of third party and of virus, logic bomb and worms in the System and/or the PCP.
- 5.2 The AA is responsible for obtaining and maintaining any relevant authorisation and/or accomplishing any and all relevant formalities necessary to have access to and benefit from the PCP as well as for performing its own obligations under the Agreement and/or any applicable laws and regulations.
- 5.3 AIRBUS S.A.S shall be entitled, without limitation for security purposes, to modify or have the AA modify, at any time, the Identification Codes. Any modification of such Identification Codes shall be notified by Airbus to the AA.

ARTICLE 6: CHARACTERISTICS AND AVAILABILITY OF THE PCP

- 6.1 AIRBUS S.A.S. shall make its reasonable efforts to provide the necessary means in order to make the PCP accessible seven (7) days a week and twenty-four (24) hours a day. However, AIRBUS S.A.S. does not warrant access to nor use of the PCP without error or discontinuance.

In this respect and without limitation, AIRBUS S.A.S. shall be entitled, at any time, and without notification, to suspend, temporarily or definitively, access to all or part of the PCP:

 - (i) in order to proceed with the maintenance of the System and/or any updating of the PCP, the Databases and/or the Data ;
 - (ii) for security reasons;
 - (iii) in order to comply with regulatory constraints and/or any court injunction or decision.
- 6.2 Should AIRBUS S.A.S. foresee that the unavailability of the PCP, in whole or part, shall exceed twenty-four (24) consecutive hours, AIRBUS S.A.S. shall make reasonable efforts to inform as promptly as possible the AA by any means, of such unavailability.
- 6.3 Without prejudice to any other provision of the Agreement, should the AA be unable to access the PCP for whatever reason and for more than twenty-four (24) consecutive hours, the AA shall inform AIRBUS S.A.S. and the Parties shall consider alternative solutions, without limitation as to the exchange of data.

ARTICLE 7: CONFIDENTIALITY

- 7.1 Unless otherwise agreed upon in the Agreement, and unless the same information may be accessed in the freely accessible public zone of the Portal, all information made available by the AA and AIRBUS to each other through the PCP, except for published regulations, shall be deemed confidential information and shall not be disclosed by the receiving party to any third party and shall not be used for any other purposes than for certification and airworthiness purposes, even for the receiving party's internal needs. The AA acknowledges that any breach of this provision could cause material damage to AIRBUS.
- 7.2 The AA hereby authorises AIRBUS to disclose such information within AIRBUS, provided AIRBUS S.A.S. and the legal entities controlled by AIRBUS S.A.S. have entered with each other into a confidentiality agreement.

ARTICLE 8: EXCHANGE OF DATA

- As part of the Services, the PCP allows the Parties to exchange or have access to the Data for the purpose of the cooperation between the Parties.
- 8.1 The AA shall have access to and use of Airbus' Data to the sole extent as defined in the Agreement.
- Except otherwise agreed in the Agreement, either Party may, during the term of the Agreement, for internal use only, adapt, translate, make hard copies and/or numeric reproductions of the Data received from the other Party, for the sole purpose of the Agreement and of, as the case may be, the co-operation of the Parties. The Data received from the other Party, their hard copies and numeric reproductions, may be processed by and circulated worldwide only to the employees of the receiving Party having a need to know for the purpose of the Agreement and of, as the case may be, the co-operation of the Parties.
- 8.2 The Parties shall ensure that all proprietary rights and confidentiality mentions stated on the original document are so stated on any reproduction, translation and/or adaptation thereof. The Parties shall refrain from removing and/or altering any of these mentions.
- 8.3 The AA warrants AIRBUS that AA' Data do not infringe third parties' rights and do not violate any applicable laws.
- 8.4 The AA shall take and use cares and means available in the state of the art at any time of the Agreement in order to prevent that the AA's Data create permanent or temporary disturbance on the operation and/or the use of the System, the PCP and/or the Database.
- 8.5 The AA shall immediately notify AIRBUS S.A.S. of the occurrence or possible occurrence of any of the events referred to in articles 8.3 and/or 8.4 above. Should AIRBUS S.A.S. be aware of any of such aforesaid events, it shall be entitled, without notice and without prejudice to its other rights, to delete the considered AA's Data from the System.
- 8.6 Taking into account the electronic nature of the Data exchanged through the PCP, the Parties agree to give to such electronic exchanges the same probatory value than to the exchanges by registered mail.
- 8.7 Would any creation or development be made by the AA when accessing and using the PCP and/or exchanging Data with AIRBUS, then the rights of the AA and of AIRBUS on such creation or development will be determined pursuant to the corresponding Specific Terms and Conditions if any.

ARTICLE 9: PRIVACY

- 9.1 AIRBUS S.A.S. and, when applicable, the AA shall comply at all times with their obligations under any local law towards the relevant authority (ies) with regard to data protection principles, including any personal data files or personal data, automated processing systems, and shall inform each other of any information system evolution which could affect such obligations.
- 9.2 The AA s hereby notified that AIRBUS may request personal data directly from the Administrator(s) and the Designated Users for accessing to and using the PCP. The AA shall inform the Administrator(s) and the Designated Users in accordance with applicable law, and especially with article 27 of the French law n°78-17 of January 6, 1978 where Data are collected in France, as well as of the provisions of this article 9 and their related rights.
- 9.3 The AA undertakes, according to article 27 of the French law n°78-17 of January 6, 1978, to inform these individuals that (i) failure to provide such data may prevent access to the PCP, (ii) such personal data will be used, by AIRBUS for the sole purpose of security, operation and maintenance of the PCP and the Services and of communication to and information of the Administrator(s) and the Designated Users in respect of the PCP and the Services (iii) such personal data may be transferred to AIRBUS services providers or other AIRBUS entities throughout the world and (iv) they benefit from a right of access to and rectification of, their personal data archived by AIRBUS.
- 9.4 This PCP uses “cookies” (small data files transferred to computer hard drives for the sole purpose of recording computer’s connections to the PCP such as date, time, consulted pages, etc.). AIRBUS S.A.S. may access and record this information during Designated Users’ visits. The use of cookies is a pre-condition for the operation of the PCP, and the AA recognizes that any Designated User who would use its right to disable cookies will not have access to the PCP.
- 9.5 Personal data may be accessed by the AA, Administrator and Designated Users and, as the case may be, rectified through a written request to AIRBUS S.A.S, 1 rond-point Maurice Bellonte 31707 Blagnac Cedex France.
- 9.6 As the performance of the Agreement may imply cross-border transfer of personal data protected under French law, the AA declares that it is aware of (i) the Council of Europe Convention for the Protection of Individuals with regards to Automatic Processing of Personal Data, (ii) the European Directive n° 95/46/EC on the protection of individuals with regard to the processing of personal data and on the free movement of such data and (iii) the French law n°78-17 of 6th January 1978 concerning data processing and liberties, and the AA shall be aware of any further modification of the applicable laws in force and undertakes to respect the same.

ARTICLE 10: WARRANTY / LIABILITY

- 10.1 To the extent permitted by French law, the AA acknowledges that the PCP, including any and all of its supporting elements and content, i.e. without limitation the System, the Databases and AIRBUS’ Data, are provided "as is" and "as available".
- 10.2 To the extent permitted by French law, AIRBUS S.A.S. makes no warranty nor represents, without limitation, that (i) the PCP, the System, the Services and the User Documentation will meet the AA’s requirements and expectations, nor will be uninterrupted, timely, secure or error-free, (ii) the results that may be displayed through the PCP, the Data, Databases and any material obtained through the PCP will be accurate, reliable or error free.
- 10.3 Access to and use of the PCP are therefore made at the AA sole risks, and the AA shall be solely responsible and AIRBUS S.A.S. shall not be liable for damages, on whatever ground, including third parties’ rights infringement, arising out or in connection with access, use,

computer intrusion, security failure, or unavailability of the Services, the PCP and/or the materials contained in it or accessed through it. In no event, shall Airbus SAS and AIRBUS, their subsequent successors and assignees be liable in this respect for any damage, whether direct or indirect, such as but without limitation loss of Data or of programs, loss of use, financial loss, any deterioration or infection by viruses of the AA's information technology equipment (including but not limited to software, hardware, connections and any system or network).

- 10.4 Notwithstanding the preceding provisions, AIRBUS S.A.S. agrees to support the defence of the AA against any claim alleging that the normal use by the AA of the System infringes the intellectual property rights of a third party by answering the AA's reasonable related information requests, provided the AA notifies AIRBUS S.A.S. in writing of any such claim within fifteen (15) days as from the date it has knowledge of the latter.
- 10.5 Any provision of the Agreement prohibited by or unlawful or unenforceable under any applicable law actually applied by any court of competent jurisdiction shall, to the extent required by such law, be severed from the Agreement and rendered ineffective so far as is possible without modifying the remaining provisions. Where, however, the provisions of any such applicable law may be waived, they are hereby waived by the Parties hereto to the fullest extent permitted by such law, with the result that the provisions of the Agreement shall be a valid and binding and enforceable in accordance with its terms. The Parties agree to replace, so far as practicable, any provision which is prohibited, unlawful or unenforceable with another provision having substantially the same effect (in its legal and commercial content) as the replaced provision, but which is not prohibited, unlawful or unenforceable. The invalidity in whole or in part of any provisions of the Agreement shall not void or affect the validity of any other provision.

ARTICLE 11: DURATION / TERMINATION

- 11.1 These General Terms and Conditions enter into force as from their execution date.
- Each Party is entitled to terminate these General Terms and Conditions, at any time and without indemnification to the other Party, with a one-month prior written notice sent to the other Party by registered mail.
- The duration of any other contractual document entered into by the Parties as part of the Agreement shall be provided in the corresponding document. Should these General Terms and Conditions be terminated under this article, all such documents shall, automatically and notwithstanding any other provision in the Agreement, be terminated under the same conditions and at the same time.
- 11.2 In the event the AA breaches any of its obligations under the Agreement, Airbus S.A.S. is entitled, without prejudice to any of its other rights and without prior notice, to immediately and automatically suspend access to PCP or terminate all or part of the Agreement.

Upon termination, for whatever reason, of whole or part of the Agreement, the AA shall immediately, at AIRBUS S.A.S.' discretion, (i) cease to access to the PCP and/or the corresponding Service and (ii) return or destroy, except in the event that a dispute arises or is raised between the parties under the Agreement or Contracts, the Identification Codes as well as all Data the AA may have had in its possession for the purpose of the terminated contractual document.

In the event that a force majeure event continues for more than one (1) month, then either Party may terminate the Agreement upon written notice to the other party.

ARTICLE 12: MISCELLANEOUS

The company Airbus S.A.S. is entitled to assign all or part of its rights and/or obligations under the Agreement to any legal entity controlled by AIRBUS S.A.S. AIRBUS S.A.S. is entitled to subcontract any of its obligations under the Agreement.

The Agreement shall not be modified unless written amendment signed by the entitled representatives of both Parties.

ARTICLE 13: LAW – JURISDICTION

The Agreement is governed by French laws, and EXCLUSIVE JURISDICTION FOR ANY DISPUTE ARISING OUT OR IN CONNECTION WITH ITS EXISTENCE, VALIDITY, INTERPRETATION, EXECUTION, SHALL BE GIVEN TO THE COMMERCIAL COURTS AND TRIBUNALS OF TOULOUSE (FRANCE), WITH AIRBUS RESERVING THE RIGHT TO PETITION ANY OTHER COMPETENT COURT.

Made in Toulouse, on _____, in two originals.

The Aviation Authority

[_____], a Aviation Authority of [_____], whose registered office is [_____]

Duly represented by

Name:

Title:

Signature:

AIRBUS S.A.S.

Duly represented by

Name:

Title:

Signature: