



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

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

These GENERAL TERMS AND CONDITIONS OF ACCESS TO AND USE OF THE RESTRICTED PART OF THE AIRBUS CUSTOMER PORTAL (the “GTC”) are entered into between the Company (as identified below) and Airbus North America Customer Services, Inc, (“ANACS”) on the date indicated below.

WHEREAS Airbus S.A.S. has developed and owns a Customer Portal that allows access, among other things, to a secure area (the “PCP”) allowing restricted access to a variety of products and services on line for authorized users only, and

WHEREAS ANACS is granted the right to access and use the PCP and is allowed to enter into agreements with third parties (such as the Company) for the provision of the same rights to such third parties, and

WHEREAS ANACS and the Company wish to enter into such an agreement under the terms and conditions set forth in this GTC,

NOW THEREFORE, the parties, wishing to be mutually bound, hereby agree as follows:

ARTICLE 1: DEFINITIONS

Administrator(s):	Company’s employee(s) appointed by the Company to represent the Company for and in the management of the Agreement and ensure the compliance by the Designated Users and the Company’s employees with the Agreement.
Agreement	The agreement between the Parties, including, in the following order of precedence, of (i) any specific written terms and conditions (“Specific Terms and Conditions”) agreed by the Parties to be applicable to specific Services, (ii) these General Terms and Conditions, and (iii) any all other functional and technical documents agreed between the Parties relating to such Specific Services mentioned in (i) above (the “Technical Documents”).
Affiliate	With respect to any person or entity, any other person or entity directly or indirectly controlling, controlled by or under common control with such person or entity.
ANACS	Airbus North America Customer Services, Inc., a corporation organized under the laws of the State of Delaware, USA, with its registered place of business at 198 Van Buren Street, Herndon, VA 20170, USA
Airbus	Airbus S.A.S, a French <i>Société par Actions Simplifiée</i> , whose registered office is located 1 Rond Point Maurice Bellonte, 31700 Blagnac, France.
Airbus Data	Any and all data, information and material made accessible and available by Airbus or ANACS to the Company through the PCP.

Company	The company entering into these General Terms and Conditions, as it is identified on the last page hereof.
Company Data	Any and all data, information and other material made accessible and available by the Company to Airbus or ANACS and their Affiliates through the PCP.
Contracts	Any and all present and future contracts, agreements or letters, the terms of which imply a commitment of the Company and/or Airbus or an Affiliate of Airbus, related to or affecting the Services, including, but not limited to: confidentiality agreements, exchanges in the course of a call for tender, contracts for the supply of services, procurement agreements, sale agreements, repair agreements, product support agreements, co-operation agreements, research contracts, maintenance contracts.
Data	Collectively the Airbus Data and the Company Data.
Databases	Any and all collection of independent works, information or other materials arranged in a systematic or methodical way and individually accessible through the PCP.
Designated Users	Employees of the Company proposed by the Company's Administrator and authorized by ANACS, at its sole discretion, to access and use the PCP.
Identification Codes	Confidential and personal identification codes assigned to each Designated User authorized to access and use the PCP. Identification Codes are delivered by ANACS in the form of passwords or certificates, but ANACS might, at its own discretion, accept or require that the Company provide its Designated Users with an Identification in the form of a personal certificate issued by an independent, reputable and reliable organism.
Parties	ANACS and the Company
Private Customer Portal or "PCP"	Secure area of the Customer Portal to which Designated Users are given access.
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 that supplement or modify this GTC with respect to a given Service.
System	Equipment, including hardware, software and connections used by Airbus and/or ANACS to provide the Services on the PCP through the internet.
User Documentation	Documentation intended for the Administrators and Designated Users that describes the technical means for connecting to the System and accessing the PCP, or provides information related to the use of the PCP and/or the Services. User Documentation in its last updated version is available on the public zone of the Customer Portal.

ARTICLE 2: PURPOSE / CONTRACTUAL DOCUMENTS

- 2.1 The purpose of this GTC is to define the terms and conditions under which Airbus has authorized ANACS to permit, and ANACS is willing to permit the Company to access and use the PCP and to benefit from certain Services offered through the PCP.
- 2.2 Access to and use of certain Services may be subject to the Company's accepting Specific Terms and Conditions.
- 2.3 The PCP may be used by the Company for the purpose of co-operating with ANACS and Airbus and their Affiliates, including as a means of performance of the Contracts. The Agreement shall not be construed so as to interfere with the terms and conditions of any such Contracts. In any case, terms and conditions of the Contracts shall prevail over those of the Agreement.
- 2.4 The PCP shall be used for professional and business purposes only and the Parties shall exchange Data through the PCP only to that effect. Activities directly or indirectly related to spamming are prohibited on the PCP.

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

- 3.1 ANACS was granted the authority to grant access to the PCP to third parties, and ANACS hereby does grant to the Company a worldwide, personal, non-exclusive and non-transferable right to access and use the PCP and the Services for the purposes identified in Article 2.3 and 2.4 above, pursuant to the terms and conditions, and for the duration, of the Agreement. The Company shall not fully or partially assign, sublicense nor subcontract any of its rights and/or obligations under the Agreement, unless expressly authorized beforehand in writing by ANACS.
- 3.2 No right other than that set forth in article 3.1 above is granted to the Company under this GTC, and the Company shall not, directly or indirectly, extract, reproduce, display, 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 the purposes identified in Article 2.3 and 2.4 above.
- 3.3 The PCP, the System, the Databases and Airbus Data are and shall remain the exclusive property of ANACS, Airbus and/or their respective licensors, as applicable.

ARTICLE 4 : ADMINISTRATORS AND DESIGNATED USERS

- 4.1 The Company shall be responsible for compliance with the Agreement by its employees, including the Administrator(s) and the Designated Users. The Company shall ensure, at its own costs, that the Administrator(s) and the Designated Users are qualified and properly trained to perform under the Agreement.
- 4.2 The Company shall appoint one Administrator only, except that, upon request by the Company, ANACS may authorize in writing for more Administrators to be appointed if the Company can demonstrate to ANACS' reasonable satisfaction that additional Administrators are needed in non-overlapping areas of the Company's operations (such as for different branches or sites of the Company).
- 4.3 The Administrator(s) shall have the capacity to bind the Company in the execution of any contractual document and the performance of any obligation related to the access, use and operation of the PCP.
- 4.4 The Administrator(s) shall identify potential Designated Users among the employees of the Company and propose them to ANACS for approval prior to their formal appointment as

Designated Users. Subject to such approval, ANACS will arrange for each Designated User to be provided with a personal and confidential Identification Code, either directly by AIRBUS or by an independent, reputable and reliable organism designated by Airbus. ANACS may, at its sole discretion and upon the Company's request, give written approval to the Administrator to appoint directly Designated Users among employees of the Company.

- 4.5 Any and all access, use and operation of the PCP through using an Identification Code attributed to a Designated User shall be deemed to be made by such Designated User.
- 4.6 The Company shall ensure that:
- (i) each Identification Code is used by, and remains with one Designated User only;
 - (ii) each personal Identification Code is not communicated to individuals other than the Designated User to whom it is assigned.
 - (iii) each Designated User accesses and uses the PCP in strict compliance with the Agreement;
 - (iv) no third party acquires access to the Identification Codes or to the PCP.
- 4.7 Should either Party reasonably believe that a risk exists that an Identification Code may be disclosed to anyone other than the Designated User to whom such code is assigned, the Administrator(s) shall immediately cancel the access to the PCP in respect of such Identification Codes and notify ANACS in writing (1) that the Identification Code has been cancelled and (2) the scope of the perceived risk leading to such cancellation. The Administrator shall be obligated to take the foregoing immediate action, notwithstanding any right of ANACS or Airbus to cancel such access.
- 4.8 In order to assure that access to the PCP is limited to Designated Users with a legitimate need for access in order to accomplish the Permitted Purpose, the Company shall inform ANACS without delay, of (i) any change in the employment status of the Administrator(s) and/or Designated Users, including without limitation, extended leave, reassignment or resignation from the Company, and (ii) the termination/expiration of any and all Contracts, for performance of which the Company uses the PCP.
- 4.9 ANACS shall be entitled, without prejudice to its other rights and without prior notice, to restrict or suspend access in whole or in part to the PCP, to any or all Designated Users and/or Administrators if (1) any one Designated User or Administrator fails to comply with any material provision of the Agreement, or with any applicable laws and regulations, or (2) ANACS determines, in its sole discretion, that continued access by such Designated User(s) or Administrator(s) presents a risk of harming the interests of ANACS or an Affiliate thereof, or may violate the confidentiality and/or security provisions of the Agreement, or (3) if failing to do so would result in a violation by ANACS, Airbus or their Affiliates of their contractual commitments with third parties or applicable laws and regulations.

ARTICLE 5 : ACCESS REQUIREMENTS

- 5.1 The Company shall, at its own costs and under its sole responsibility and liability, procure, install and maintain the information technology equipment necessary to access the System and the PCP. During the effective period of the Agreement, the Company shall use due care and diligence, employing state of the art means, to prevent intrusions into the System or the PCP by third parties and of viruses, logic bombs and worms.
- 5.2 The Company is responsible for obtaining and maintaining any relevant authorizations and accomplishing any and all relevant formalities as may be necessary under any relevant applicable law for the Company to have access to and benefit from the PCP, and will perform its own obligations under the Agreement.
- 5.3 For security purposes, ANACS shall be entitled to modify or require the Company to modify any Identification Codes. ANACS will inform the Company of such modification, if any, as soon as practicable.

ARTICLE 6: CONFIDENTIALITY

Unless otherwise agreed in writing in the Agreement and/or the Contracts, all information that is not otherwise made public by ANACS, Airbus or their Affiliates and is made available by the Parties to each other through the PCP 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 purposes other than those identified in the Agreement. The Company acknowledges that any breach of this provision could cause material damage to ANACS, Airbus and their Affiliates and it is agreed that an action for damages may not be an adequate remedy for a breach by the Company of this provision, and that ANACS may bring an action for equitable relief, including an action for an injunction on its own behalf or on behalf of any of its Affiliates damaged by the Company's breach of this provision.

ARTICLE 7 : EXCHANGE OF DATA

7.1 The Company shall have access to and use of Airbus Data, and ANACS and its Affiliates shall have access to and use of the Company Data, to the extent, and pursuant to the terms and conditions of, the Agreement and/or Contracts.

Except as otherwise provided in the Agreement and/or Contracts, either Party may, during the term of the Agreement and for internal use only, adapt, translate, make hard copies and/or numeric reproductions of the Data received from the other Party, for the purpose identified in clauses 2.3 and 2.4 in this GTC. The Data, whether in hard copy or digital form, may be processed by and circulated worldwide only to the employees of the receiving Party having a need to know basis and to the extent limited to the purpose identified in clauses 2.3 and 2.4 in this GTC.

- 7.2 The Parties shall ensure that all proprietary rights and confidentiality legends set forth on the original document appear on any reproduction, translation and/or adaptation thereof. The Parties shall refrain from removing and/or altering any such legend.
- 7.3 The Company represents and warrants to ANACS that the Company Data, and the disclosure and use of the Data as contemplated in the Agreement, do not infringe third parties' rights and do not violate any applicable laws.
- 7.4 The Company shall exercise due care and employ state of the art means to assure that the Company's Data does not permanently or temporarily disturb the operation and/or the use of the System, the PCP and/or the Database.
- 7.5 The Company shall immediately notify ANACS of any claim by a third party of infringement by Company Data or of the occurrence or possible occurrence of any disturbance as referred to in Article 7.4. In the event that ANACS is informed of either circumstance, ANACS shall be entitled, without notice and without prejudice to its other rights, to cause the relevant Company Data to be deleted from the System.
- 7.6 Communications and notices exchanged by the Parties under the Agreement shall be deemed to be valid notices, and accorded the same recognition and effectiveness as if transmitted by registered mail, return receipt requested.
- 7.7 ANACS will inform the Company, if and as practicable, of any unavailability of the PCP that is expected to exceed twenty-four consecutive hours. Without prejudice to the provisions in Clause 8 herein, should the Company be unable to access the PCP for whatever reason and for more than twenty-four consecutive hours and/or for a period incompatible with the performance schedule of a Contract requiring the use of the PCP, the Company shall inform ANACS and the Parties shall consider alternative solutions for the exchange of Data.

ARTICLE 8: WARRANTY / LIABILITY

- 8.1 The PCP, including any and all of its supporting elements and content, the System, the Database and Airbus Data, are provided "as is" and "as available".
- 8.2 ANACS HAS RECEIVED NO WARRANTY OF ANY KIND FROM AIRBUS AND ANACS MAKES NO WARRANTY OF ANY KIND TO THE COMPANY WITH RESPECT TO THE PCP, THE AIRBUS DATA, THE DATABASE OR THE SYSTEM. THE COMPANY HEREBY WAIVES, RELEASES AND RENOUNCES ALL WARRANTIES, OBLIGATIONS, GUARANTEES AND LIABILITIES OF ANACS AND AIRBUS AND ALL RIGHTS, CLAIMS OR REMEDIES OF THE COMPANY AGAINST ANACS, AIRBUS OR THEIR AFFILIATES, WHETHER EXPRESS OR IMPLIED BY CONTRACT, TORT OR STATUTORY LAW OR OTHERWISE, WITH RESPECT TO ANY NONCONFORMIITY OR DEFECT OR PROBLEM OF ANY KIND IN THE PCP (INCLUDING BUT NOT LIMITED TO FAILURE, INTERRUPTION OR UNAVAILABILITY OF THE PCP FOR ANY PERIOD OF TIME), THE AIRBUS DATA, THE DATABASE OR THE SYSTEM ACCESSED OR USED PURSUANT TO THE AGREEMENT, INCLUDING BUT NOT LIMITED TO:
- (A) ANY IMPLIED OR EXPRESS WARRANTY ARISING FROM THE COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE;
 - (B) ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE;
 - (C) ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY.
- 8.3 Access to and use of the PCP are at the Company's sole risk and responsibility and none of ANACS or Airbus shall be liable to the Company for damages based on of claims by third parties arising out of or in connection with access or use of the PCP, including claims for computer intrusions, security failures, or unavailability of the Services. In no event will ANACS, Airbus, their Affiliates or the successors and assigns of any of them be liable to the Company for losses sustained by the Company, whether direct or indirect, including, without limitation, loss of data or programs, loss of use, financial loss, any deterioration or infection by viruses of the Company's information technology equipment (including but not limited to software, hardware, connections and any system or network).
- 8.4 Without prejudice to the immediately preceding provision, in the event of a claim by a third party that the PCP or its contents, infringes on such third party's intellectual property rights, ANACS will, and will cause Airbus to, assist the Company in the defense of such claims by promptly responding to any reasonable request of the Company for information related to such claim, provided the Company notifies ANACS in writing of any such claim within fifteen (15) days as from the date it has knowledge of the latter.

ARTICLE 9 : DURATION / TERMINATION

- 9.1. This GTC enters into force on the date on which they are executed as provided herein.
- 9.2 This GTC may be terminated:
- (a) by either Party, at any time and without liability to the other Party, upon one-month's prior written notice to the other Party, sent by registered mail;
 - (b) by ANACS, immediately and without prior notice, in the event the Company breaches any of its obligations under the Agreement,
 - (c) by either Party, following the continuation of a *force majeure* event for more than one (1) month,

- 9.3 Upon termination of the GTC, for whatever reason, the Company shall immediately (i) cease to access to the PCP and/or the corresponding Service and (ii) return or destroy (at ANACS' option), the Identification Codes as well as all Airbus Data.
- 9.4 Termination of this GTC shall operate, automatically and notwithstanding any other provision in the Agreement, to terminate any other document included in the Agreement.

ARTICLE 10 : MISCELLANEOUS

- 10.1 The Agreement is personal to the Parties and neither Party may assign the Agreement to a third party without the express consent of the other Party, except that ANACS may assign all or part of its rights and/or obligations under the Agreement to any Affiliate.
- 10.2 The Agreement represents the entire agreement between the Parties with respect to access to the PCP and use of the PCP for the Services, and renders all other previous written and oral agreements null and void. The Agreement may not be modified except by written amendment signed by both Parties.
- 10.3 Any provision of the Agreement determined to be unlawful or unenforceable under applicable law applied by any court of competent jurisdiction shall, to the extent required by such law, be deemed 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 their 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.
- 10.4 The Agreement is entered into and shall be governed by the law of the State of New York, without application of any conflict of laws principles that could result in the application of the law of any other jurisdiction.

WHEREFORE, the Parties have executed these General Terms and Conditions for Access to and Use of the Secure Area of the Airbus Customer Portal, effective on the last date noted below.

AIRBUS NORTH AMERICA CUSTOMER SERVICES, INC.

Duly represented by

Name:

Title:

Signature:

Date:

The Company

[_____], a [_____] company duly organised and existing under the laws of [_____], whose registered office is [_____]

Duly represented by

Name:

Title:

Signature:

Date: