



GENERAL TERMS AND CONDITIONS OF ACCESS TO AND USE OF THE SECURE AREA OF AIRBUS|WORLD

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**GENERAL TERMS AND CONDITIONS OF ACCESS TO AND USE OF
THE SECURE AREA OF AIRBUS|WORLD**

ARTICLE 1: DEFINITIONS

Administrator(s):	Company's employee(s) appointed by the Company, entitled to represent the Company for and in the management of the Agreement and responsible for the compliance by the Designated Users and the Company's 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 any other relating functional or technical document agreed between the Parties, it being understood that, in the event of any inconsistency the former ranking document shall prevail over the following one(s) to the extent of such inconsistency.
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	Collectively AIRBUS S.A.S and the legal entities controlled by AIRBUS S.A.S, the term "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 Company through the Secure A W.
Company	The company entering into these General Terms and Conditions as identified on the execution page of this document.
Company Data	Any and all data, information and other material made accessible and available by the Company to AIRBUS through the Secure A W.
Contracts	Any and all present and future contracts, agreements or letters, the terms of which imply a commitment of the Company and/or AIRBUS other than related to the present Agreement, namely but without limitation: confidentiality agreements, exchanges in the course of a call for tender, contracts for the supply of services, procurement/sale agreements, aircraft purchase agreements, co-operation agreements, research contracts, maintenance contracts.
Data	Collectively the AIRBUS Data and the Company Data.
Databases	Any and all collections of independent works, data or other materials arranged in a systematic or methodical way and individually accessible by electronic or other means by the Company through the Secure A W.
Designated Users	Employees of the Company authorized by a Company Administrator to access and use the Secure A W.
Identification Codes	Confidential and personal identification codes attached to each Designated User and which formally identify each Designated User accessing and using the Secure A W.

Party or Parties	Individually or collectively AIRBUS S.A.S. and/or the Company.
Secure Airbus World or Secure A W	Secure area of AIRBUS World, access to part of which may be given by AIRBUS S.A.S. to Designated Users of the Company.
Services	Any and all on line services made available to the Company through the Secure A W under the terms and conditions of the Agreement.
Specific Terms and Conditions	Terms and conditions under which AIRBUS S.A.S. grants access to specific Services to the Company.
System	Equipment (hardware, software, connections, ...) set up by AIRBUS S.A.S. and enabling AIRBUS S.A.S. to provide the Services on the Secure A W through the internet.
User Documentation	Documentation intended for the Administrators and Designated Users of the Secure A W describing the technical means enabling connection to the System and access to the Secure A W and providing information related to the use of the Secure A W and/or the Services. User Documentation may be modified from time to time by AIRBUS S.A.S and is available on the secure area of Airbus World.

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. authorizes the Company to access and use the Secure A|W and to benefit from some of the Services offered through the latter.
- 2.2 Access to and use of certain Services may be subject to acceptance by the Company of Specific Terms and Conditions.
- 2.3 The Secure A|W may be used by the Company for the purpose of exchanging information with AIRBUS and specifically for the performance of the Contracts. The Agreement shall not be construed as interfering with the terms and conditions of any such Contracts. The terms and conditions of the Contracts shall in any case prevail over the terms of the Agreement.
- 2.4 The Company and AIRBUS shall not exchange Data through the Secure A|W that are not necessary for professional or business purposes as mentioned in Article 2.3. Activities directly or indirectly related to spamming are prohibited on the Secure A|W.
- 2.5 Should there be a need for the Company to use the Secure A|W in its quality of subcontractor of a supplier, a customer, or a co-contractor of AIRBUS (hereafter individually and collectively an "AIRBUS Co-contractor"), then the Company hereby guarantees that it is duly authorised by such AIRBUS Co-contractor to request from AIRBUS S.A.S. an access to the Secure A|W and the use of the Services. The Agreement between AIRBUS S.A.S. and the Company is entered into for the sole purpose of the use of Secure A|W and shall in no event be construed as a change to the contracts entered into by AIRBUS and the AIRBUS Co-contractor and/or establish a direct contractual relationship between AIRBUS and the Company other than the Agreement.

ARTICLE 3: EXTENT OF ACCESS TO AND USE OF THE SECURE A|W

- 3.1 AIRBUS S.A.S. grants to the Company, a worldwide, personal, non-exclusive and non-transferable right to access and use the Secure A|W and the Services, pursuant to the terms and conditions of 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, without the express prior written authorization of AIRBUS S.A.S.

- 3.2 No right other than that provided in Article 3.1 above is granted by AIRBUS S.A.S. to the Company under these General Terms and Conditions, and the Company shall not, directly or indirectly, without limitation, extract, reproduce, represent, adapt, modify and/or translate, all or part of the Secure A|W, the System and/or the Databases, nor create any derivative work therefrom, nor use any and/or all of the aforesaid elements for any purposes other than those agreed upon between the Parties.
- 3.3 The Secure A|W, the System, the Databases and the AIRBUS Data shall remain the sole ownership of AIRBUS and/or its licensors.

ARTICLE 4: ADMINISTRATORS AND DESIGNATED USERS

- 4.1 AIRBUS S.A.S. shall propose on-line standard training for the Administrator on the Secure A|W at AIRBUS S.A.S.' expense and AIRBUS S.A.S. shall make available appropriate documentation to the Designated Users.
- 4.2 The Company shall be solely responsible for the enforcement of the Agreement by its employees, including the Administrator(s) and the Designated Users. The Company shall ensure, at its own expense, that the Administrator(s) and the Designated Users are qualified and properly trained for the purpose of the performance of the Agreement.
- 4.3 The Company shall designate one Administrator. AIRBUS S.A.S. may, at its sole discretion and upon the Company's request, authorise in writing the Company to designate additional Administrator(s), provided the Company defines non-overlapping areas and/or timeframes for each of the Administrators, e.g. for different branches or sites of the Company. It is understood that the Company shall be solely responsible in the event of inconsistent instructions received from the Administrators.
- 4.4 The Administrator(s) shall have the capacity to represent the Company with respect to the execution and performance of any contractual document related to the access, use and operation of the Secure A|W.
- 4.5 The Administrator(s) shall appoint Designated Users among the employees of the Company. Each Designated User shall be provided with a personal and confidential Identification Code, at AIRBUS S.A.S.' discretion, either by the Administrator, by AIRBUS S.A.S. or by an independent, reputable and reliable organism.
- 4.6 Each and every access, use and operation of the Secure A|W with an Identification Code shall be deemed to have been made by the corresponding Designated User.
- 4.7 The Company shall ensure that:
- (I) each Identification Code is used by the corresponding Designated User only and is personal to such Designated User;
 - (II) each personal Identification Code shall not be communicated to any person other than the corresponding Designated User;
 - (III) each Designated User accesses and uses the Secure A|W in accordance with the specific rights he/she has been granted under the Agreement;
 - (IV) no third party can access the Identification Codes or the Secure A|W.
- 4.8 Should the Company become aware of any potential risk that Identification Code(s) could be or could have been disclosed to anyone other than the corresponding Designated User, then the Administrator(s) shall, without any delay, cancel the access to the Secure A|W in respect of such Identification Code(s) and notify AIRBUS S.A.S. of such potential risk and of such cancellation of the Identification Code(s), notwithstanding AIRBUS S.A.S.' rights to cancel such access.
- 4.9 The Company shall inform AIRBUS S.A.S., without any delay, of (i) any modification in the professional situation of the Administrator(s) and/or Designated Users, including without limitation leave or resignation from the Company, (ii) the termination/expiration of any or all of the Contracts (iii) the termination/expiration of any contract of the Company with an AIRBUS Co-contractor as referred to in Article 2.5 above. In any of such cases, the Company shall

without delay cancel the access to the Secure A|W for the corresponding Designated Users, notwithstanding AIRBUS S.A.S.' rights to cancel such access.

- 4.10 Should any one of Designated Users and/or Administrators not comply with any provision of the Agreement and/or any applicable laws and regulations, or should AIRBUS S.A.S. fear that his/her access may possibly result in a breach of the Agreement, including but not limited to confidentiality and/or security provisions and/or result in an illegal situation, 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 all or part of the Secure A|W by any or all such Designated User(s) and/or Administrator(s).

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 Secure A|W. The Company shall use all care and means available in the state of the art necessary to prevent intrusion of any third party and/or malicious codes into the System and/or the Secure A|W.
- 5.2 The Company shall be responsible for obtaining and maintaining any relevant authorisations and/or accomplishing any and all relevant formalities necessary to have access to and benefit from the Secure A|W 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 at any time modify or have the Company modify, the Identification Codes. Any modification of such Identification Codes shall be notified by the modifying Party to the other Party.

ARTICLE 6 : CHARACTERISTICS AND AVAILABILITY OF THE SECURE A|W

- 6.1 AIRBUS S.A.S. shall make its reasonable efforts to provide the necessary means in order to make the Secure A|W accessible seven (7) days a week and twenty-four (24) hours a day. Should the access to or use of the Secure A|W be disturbed, AIRBUS S.A.S. shall take all reasonable and proper steps to restore the access to or use of the Secure A|W.
- 6.2 In this respect and without limitation, AIRBUS S.A.S. shall be entitled, at any time and without notification, to suspend, temporarily or permanently, access to all or part of the Secure A|W:
- (i) in order to proceed with any maintenance of the System and/or updating of the Secure A|W, the Databases and/or the Data;
 - (ii) for security reasons;
 - (iii) in order to comply with any regulatory constraints and/or court injunction or decision.
- 6.3 Should AIRBUS S.A.S. foresee that the unavailability of the Secure A|W, in whole or in part, will exceed twenty-four (24) consecutive hours, AIRBUS S.A.S. shall make reasonable efforts to inform as promptly as possible the Company, by whatever means, of such unavailability.
- 6.4 Without prejudice to any other provision of the Agreement, should the Company be unable for any reason to access the Secure A|W for more than twenty four (24) consecutive hours and/or for a period incompatible with the performance schedule of a Contract requiring the use of the Secure A|W, the Company shall inform AIRBUS S.A.S. and the Parties shall determine together alternative solutions, related but not limited to, the exchange of data.

ARTICLE 7: CONFIDENTIALITY

- 7.1 Unless otherwise agreed upon in the Agreement and/or the Contracts, and unless the same information may be accessed in the freely accessible public area of Airbus|World, all information made available by the Company and AIRBUS to each other through the Secure

A|W 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 purpose other than those agreed upon by the Company and AIRBUS, even for the receiving party's internal needs.

- 7.2 The Company hereby authorises AIRBUS to disclose such information within AIRBUS, provided the AIRBUS legal entities exchanging such information have entered with each other into a confidentiality agreement.

ARTICLE 8: EXCHANGE OF DATA

- 8.1 As part of the Services, the Secure A|W enables the Company and AIRBUS to exchange or have access to the Data, for the purpose of collaboration between the Company and AIRBUS and/or performance of the Contracts.
- 8.2 The Company shall have the right to access to and use the AIRBUS Data, and AIRBUS shall have the right to access to and use the Company Data, solely to the extent defined in the Agreement and/or the Contracts.
- 8.3 Except as otherwise agreed in the Agreement and/or the Contracts, the Company and AIRBUS 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 disclosing party, for the sole purpose of the Agreement and of, as the case may be, the performance of the Contract(s) or the collaboration of the Company and AIRBUS. The Data received from the disclosing 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 the same for the purpose of the Agreement and of, as the case may be, the performance of the Contract(s) or the collaboration of the Company and AIRBUS.
- 8.4 The Company and AIRBUS shall ensure that all proprietary rights and confidentiality mentions stated on any original document are replicated on any reproduction made thereof. Any translation and/or adaptation shall expressly state that it is a derivative from the original document. The Company and AIRBUS shall refrain from removing and/or altering any of these mentions.
- 8.5 The Company shall take care and use all means available in the state of the art at any time of the Agreement in order to prevent the Company Data from creating permanent or temporary disturbance of the operation and/or the use of the System, the Secure A|W and/or the Database.
- 8.6 The Company shall immediately notify AIRBUS S.A.S. of the occurrence or possible occurrence of any of the events referred to in Article 8.3 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 implicated Company Data from the System.
- 8.7 Taking into account the electronic nature of the Data exchanged through the Secure A|W, the Company and AIRBUS agree to give to such electronic exchanges the same probatory value as exchanges made by registered mail.
- 8.8 Should any creation or development be made by the Company when accessing and using the Secure A|W and/or exchanging Data with AIRBUS, then the rights of each party on such creation or development shall be determined pursuant to the corresponding Contract or Specific Terms and Conditions, if any.

ARTICLE 9: PRIVACY

- 9.1 AIRBUS S.A.S. and, when applicable, the Company 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 Company is hereby notified that AIRBUS may request personal data directly from the Administrator(s) and the Designated Users for accessing and using the Secure A|W. The Company shall inform the Administrator(s) and the Designated Users (i) in accordance with applicable laws, and specifically with article 27 of the French law n°78-17 of January 6, 1978 when data are collected and/or processed in France, (ii) of the provisions of this Article 9 and their related rights.
- 9.3 The Company undertakes, according to article 27 of the French law n°78-17 of January 6, 1978, to inform the Administrator(s) and the Designated Users that:
- (i) failure to provide such data may prevent access to the Secure A|W;
 - (ii) such personal data shall be used by AIRBUS for the sole purpose of (a) security, operation and maintenance of the Secure A|W and (b) the Services and/or communication to and information of the Administrator(s) and the Designated Users in respect of the Secure A|W and the Services;
 - (iii) such personal data may be transferred to AIRBUS service 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 The Secure A|W uses “cookies” (small data files transferred to computer hard drives for the sole purpose of recording computer connections to the Secure A|W 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 prerequisite to the operation of the Secure A|W and the Company recognizes that any Designated User exercising his/her right to disable cookies shall not have access to the Secure A|W.
- 9.5 Personal data may be accessed by the Company, Administrators and/or Designated Users and, as the case may be, rectified upon 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 Company hereby 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) French law n°78-17 of 6th January 1978 concerning data processing and liberties, and the Company shall ensure that it remains 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 Company acknowledges that the Secure A|W, including any and all of its supporting elements and contents, i.e. without limitation the System, the Databases and, unless otherwise stated in the Contracts, AIRBUS Data, are provided "as is" and "as available".
- 10.2 To the extent permitted by French law, AIRBUS S.A.S. neither warrants nor represents, without limitation, that (i) the Secure A|W, the System, the Services and/or the User Documentation will meet the Company’s requirements and expectations, nor will be uninterrupted, timely, secure or error-free, (ii) the results that may be displayed through the Secure A|W, the Data, Databases and/or any material obtained through the Secure A|W will be accurate, reliable or error free.
- 10.3 Access to and use of the Secure A|W are therefore performed at the Company’s sole risk and the Company shall be solely responsible and AIRBUS S.A.S. shall not be liable for damages, on whatever grounds, including third parties’ rights’ infringement, arising out or in connection with access, use, computer intrusion, security failure, or unavailability of the Services, the Secure A|W and/or the materials contained therein or accessed there through. In no event, shall AIRBUS, their successive successors and assignees be liable 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 malicious codes of the Company's information technology equipment (including but not limited to software, hardware, connections and/or any system or network).

- 10.4 Notwithstanding the preceding provisions, AIRBUS S.A.S. agrees to support the defence of the Company against any claim alleging that the normal use by the Company of the System infringes the intellectual property rights of any third party by answering the Company's reasonable related information requests, provided the Company notifies AIRBUS S.A.S. in writing of any such claim within fifteen (15) days from the date it has knowledge of the latter.
- 10.5 Should any provision of the Agreement become prohibited or unlawful or unenforceable under any applicable law actually applied by any court of competent jurisdiction, such provision shall, to the extent required by such law, be severed from the Agreement and rendered ineffective insofar as possible without modifying the remaining provisions. Where, however, the provisions of any such applicable law may be waived, the Parties hereby agree that they shall waive such provisions to the fullest extent permitted by such law, with the result that the provisions of the Agreement shall be valid, binding and enforceable. The Parties agree to replace, as 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 provision(s) 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 shall enter into force on the date of their execution by both Parties. The entry into force or termination of these General Terms and Conditions shall not interfere in any way with the term of any Contracts in force.
- 11.2 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, all such documents shall, automatically and notwithstanding any other provision in the Agreement, be terminated concurrently therewith.
- 11.3 In the event of the Company being in breach any of its obligations under the Agreement, Airbus S.A.S. shall be entitled, without prejudice to any of its other rights and without prior notice, to immediately and automatically suspend access to Secure A|W or terminate all or part of the Agreement.
- 11.4 Upon termination, for whatever reason, of all or part of the Agreement, the Company shall immediately, at AIRBUS S.A.S.' discretion, (i) cease to access to the Secure A|W and/or the corresponding Service(s) and (ii) return or destroy, except in the event that a dispute arises or is raised between the Company and AIRBUS under the Agreement or the Contracts, the Identification Codes as well as all AIRBUS Data the Company may have held in the frame of the terminated part of the Agreement.
- 11.5 Should a force majeure event occur and continue for a period of more than one (1) month, then either Party may terminate the Agreement upon written notice to the other Party.

ARTICLE 12: MISCELLANEOUS

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 except through a written amendment signed by the duly authorized representatives of both Parties.

ARTICLE 13: LAW - JURISDICTION

The Agreement is governed by French laws and the EXCLUSIVE JURISDICTION FOR ANY DISPUTE ARISING OUT OR IN CONNECTION WITH ITS EXISTENCE, VALIDITY, INTERPRETATION OR 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 Company

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

Duly represented by

Name:

Title:

Signature:

AIRBUS S.A.S.

Duly represented by

Name:

Title:

Signature: