



Airbus Helicopters Customer Portal

GENERAL TERMS & CONDITIONS

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GENERAL TERMS AND CONDITIONS OF ACCESS TO AND USE OF THE CUSTOMER PORTAL

By ticking this box, THE CUSTOMER AGREES TO BE BOUND BY ITS CONDITIONS OF ACCESS AND USE (defined hereinafter), LEGAL NOTICES AND PRIVACY POLICY.

The identified user has a nominative personalized access to Keycopter, based on a login and password authorization. Data available to the user will concern his company according to the assigned profile.

ARTICLE 1: Definitions

Agreement: the agreement between the parties includes, in the following order of precedence: (I) current Specific Terms and Conditions applicable to specific Services, if any, and to that extent only; (II) the current General Terms and Conditions; and (III) any other functional or technical documents agreed to by the parties or required by Airbus Helicopters. In the event of any inconsistency between the foregoing documents, the higher ranking document shall prevail.

Contracts: any and all present and future contracts, agreements or letters, the terms which imply a commitment of the Customer and/or Airbus Helicopters other than the present Agreement, such as confidentiality agreements, contracts for the helicopters purchase agreements, supply of parts, support and services, and/or maintenance contracts.

Customer: the customer entering into this Agreement as identified here in above.

Customer Data: any and all data, information and other material made accessible and available by the Customer to Airbus Helicopters or one of its subsidiaries through the Customer Portal.

Customer Portal: secured area to which access may be given by Airbus Helicopters to the Customer to access to Data, Airbus Helicopters Data and/or Services depending subject to subscription.

Data: includes the data made available by Airbus Helicopters and the Customer. The Customer updates under its sole responsibility any data that has provided through the Customer Portal.

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 Customer through the Customer Portal.

Designated Users: employees of the Customer proposed by the Customer representative and Focal Point to access and use the Customer Portal, subject to and in accordance with the terms and conditions of this Agreement.

Airbus Helicopters, means AIRBUS HELICOPTERS and/or any of its affiliates.

AIRBUS HELICOPTERS Data: any and all data, information, and material made accessible and available by Airbus Helicopters to the Customer through the Customer Portal.

Focal Point: customer's employee(s) appointed by the Customer to represent the Customer for and in the management of the Agreement and to ensure compliance by the Designated Users and the Customer's other employees with the Agreement.

Party/Parties: means either separately or collectively the Customer and/or Airbus Helicopters

Services: any and all online services proposed to the Customer through the Customer Portal, subject to the terms and conditions of this Agreement.

Specific Terms and Conditions: terms and conditions that supplement or modify these General Terms & Conditions with respect to a given Service.

Equipment: including hardware, software, and connections, used by AIRBUS HELICOPTERS to provide the Services on the Customer Portal through the Internet. Process is defined by AIRBUS HELICOPTERS to manage the access to the Customer Portal.

It specifies the documents, workflow and actors involved in identity verification of Customer Portal users and in the access management. This process shall be followed by Customer and the Airbus Helicopters shall ensure secured protection of the Data. This process may be modified from time to time by AIRBUS HELICOPTERS and an update will be available on the Customer Portal.

ARTICLE 2: Purpose

2.1 The purpose of this Agreement is to define the terms and conditions under which the Airbus Helicopters grant the Customer a free of charge access and use of the Customer Portal and propose Services through the Customer Portal.

2.2 Access to and use of Services may be subject to the Customer's acceptance of additional Specific Terms and Conditions.

2.3 The Customer Portal may be used by the Customer for the purpose of exchanging information with the Airbus Helicopters and entering into Contracts with Airbus Helicopters for certain Services.

2.4 The Customer Portal shall be used for professional or business purposes only, and the parties shall exchange Data through the Customer Portal only for such purposes. Activities directly or indirectly related to spamming or illegal, improper or unlawful purpose whatsoever are prohibited on the Customer Portal. In case of detection of such activity, Airbus Helicopters may suspend or terminate the access with no delay and without any prior notice nor any further action being necessary.

2.5 Orders placed through the Customer Portal

2.5.1 Orders placed to Airbus Helicopters: Orders placed by Customer through the Customer Portal shall be subject to: (I) the Airbus Helicopters Standard Conditions of Sale and the specific annex applicable to sale of Spare Parts as well as any specific conditions granted by Airbus Helicopters to the Customer, whichever is applicable; and (II) Price Catalog in effect when the order is placed; The purchase order will only be placed after acknowledgment of receipt sent by Airbus Helicopters and is subject to Airbus Helicopters express approval.

2.5.2 Orders placed to Vendors other than Airbus Helicopters through the marketplace: Said orders will be placed directly to the Vendors under their own conditions of sale. The purchase order will only be placed after acknowledgment of receipt sent by the Vendor and is subject to the Vendor confirmation of its terms and its express approval.

Airbus Helicopters only acts as a mere technical intermediary and assumes no liability regarding the order entered into with the Vendor, the content of the order (including products and services subject of the order), nor the contractual consequences of such order that will be dealt with exclusively with Vendor.”

ARTICLE 3: Extent of Access to and Use of the Customer Portal

3.1 The Airbus Helicopters hereby grants to the Customer, a free of charge, worldwide, personal, non-exclusive and non-transferable right to access and use the Customer Portal 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 this Agreement. The Customer shall not fully or partially assign, sublicense, or subcontract any of its rights or obligations under this Agreement, without the prior written consent of Airbus Helicopters.

3.2 No right, other than that set forth in Article 3.1 above is granted to the Customer under this Agreement, and the Customer shall not, directly or indirectly, extract, reproduce, display, adapt, modify, or translate all or part of the Customer Portal, the System, or the Databases, nor create any derivative work there from, nor use any or all of any of the foregoing for any purpose other than those identified in Articles 2.3 and 2.4 above.

3.3 The Customer Portal, the System, the Databases, and the Airbus Helicopters’ Data shall remain under the sole ownership of the Airbus Helicopters, or its respective licensors, whichever is applicable.

ARTICLE 4: Focal Points and Designated Users

4.1 The Customer shall be responsible for its employees’ compliance with this Agreement, and more particularly the Focal Point(s) and the Designated Users. The Customer shall ensure, at its own expense, that the Focal Point(s) and the Designated Users are qualified and properly trained to perform all obligations as listed in this agreement for and on behalf of the Customer.

4.2 The Customer shall designate, one or more Focal Points who will act in its name of and under its responsibility.

4.3 The Customer undertakes to give his Focal Point(s) enough legal capacity to bind the Customer in the execution of any contractual document with respect to the performance of any obligation, related to the access, use, or operation of the Customer Portal.

4.4 4.5 Each and every access, use, and operation of the Customer Portal through online authentication by login and password, issued to a Designated User, shall be deemed to have been made by the Designated User to whom the access was issued.

4.6 The Customer shall ensure that:

(I) Each online authentication by login and password is used by, and remains with, one Designated User only;

(II) Each personal online authentication by login and password shall not be communicated to individuals other than the Designated User to whom it is assigned;

(III) Each Designated User accesses and uses the Customer Portal in strict compliance with this Agreement;

(IV) No third party shall be granted access to personal online login and password.

4.7 Should either Party reasonably believe that a risk exists that an online authentication by login and password has been or may be disclosed to anyone other than the Designated User to whom such login and password were assigned, the Focal Point(s) must immediately cancel the access to the Customer Portal under such authentication and notify Airbus Helicopters in writing: (1) that the Identification Code has been cancelled: and (2) of the scope of the perceived risk which led to such cancellation. The Focal Point(s) shall be obligated to take the foregoing action, notwithstanding any right of Airbus Helicopters to cancel such access.

4.8 In order to assure that access to the Customer Portal is limited to Designated Users with a legitimate need for access in order to accomplish permitted purposes, the Customer shall inform Airbus Helicopters immediately of: (I) any change in the employment status of the Focal Point(s) and/or Designated Users, including, without limitation, extended leave, reassignment, or resignation from the Customer; and (II) the termination or expiration of any and all Contracts, for the performance of which the Customer uses the Customer Portal. In any of these situations, the Customer shall immediately cancel the affected Designated User(s)'s access to the Customer Portal, notwithstanding any right of Airbus Helicopters to cancel such access, provided, however, that termination of some, but, not all of the Contracts described in item (III) shall not require the cancellation of access of any Designated Users who need to access the Customer Portal in connection with any pending Contracts.

4.9 Without prejudice to its other rights and without prior notice, Airbus Helicopters may restrict or suspend access to the Customer Portal, in whole or in part, by any or all of the Designated Users or Focal Point(s) if:

(I) Any Designated User or Focal Point fails to comply with any provision of this Agreement or with any applicable laws or regulations;

(II) Airbus Helicopters determines, in its sole discretion, that continued access by such Designated User(s) or Focal Point(s) presents a risk of harming the interests of Airbus Helicopters or may result in a breach of this Agreement, including, but not limited to, any confidentiality or security provision herein;

(III) Failing to do so would result in a violation by Airbus Helicopters of any of their respective contractual commitments with third parties or applicable laws or regulations.

ARTICLE 5: Access Requirements

5.1 The Customer, at its own costs and under its sole responsibility and liability, shall procure, install and maintain the information technology equipment necessary to access the System and the Customer Portal. The Customer shall ensure by employing state of the art means, that, no intrusion into the System or the Customer Portal by any third party and of viruses, logic bombs, worms, or the like is made possible from its equipment.

5.2 The Customer is responsible for obtaining and maintaining any relevant authorizations, and accomplishing any and all relevant formalities, as may be necessary under any applicable law for the Customer to have access to and benefit from the Customer Portal and will perform its own obligations under this Agreement and under any applicable laws and regulations.

5.3 For security purposes or any other reason, Airbus Helicopters may modify or require the Customer to modify any login and password used for online authentication, issued to it. Airbus Helicopters will inform the Customer of any such modification, or requirement therefore, as soon as practicable, and if the Customer is required to make such modification, it will inform Airbus Helicopters that the modification has been made as soon as practicable after the modification has been accomplished.

ARTICLE 6: Characteristics and Availability of the Customer Portal

6.1 Airbus Helicopters shall make reasonable efforts to provide the necessary means to make the Customer Portal accessible seven (7) days a week and twenty-four (24) hours a day. Should access to or use of the Customer Portal be interrupted, Airbus Helicopters will take all financially reasonable steps to restore the access to or use of the Customer Portal.

6.2 Notwithstanding the above, Airbus Helicopters may suspend at any time and without notice, temporarily or permanently and without incurring any liability whatsoever access to all or part of the Customer Portal:

(I) In order to proceed with any maintenance of the System or updating of the Customer Portal, the Databases, or the Data;

(II) For security reasons; or

(III) In order to comply with any law or regulation or any injunction or decision by any court, other tribunal, or government agency.

6.3 Notwithstanding any other provision of this Agreement, should the Customer be unable for any reason to access the Customer Portal for more than twenty-four (24) consecutive hours or for a period which would prevent timely performance of a Contract requiring the use of the Customer Portal, the Customer shall notify Airbus Helicopters, and they shall determine together alternative solutions, including, but not limited to, the exchange of data.

ARTICLE 7: Confidentiality

Unless otherwise agreed upon in this Agreement or in the Contracts, all information made available by Airbus Helicopters through the Customer Portal shall be deemed confidential information (except for

any information which may be accessed in the public area of the Customer Portal) and shall not be disclosed by the receiving Party to any third party and shall not be used for any purpose other than those identified in this Agreement. The Customer acknowledges and agrees that any breach of this provision could cause material damage to Airbus Helicopters that an action for damages may not be an adequate remedy for said breach, and that Airbus Helicopters may bring an action for equitable relief.

ARTICLE 8: Exchange of data

8.1 The Customer Portal enables the Customer and Airbus Helicopters to exchange or have access to the data, for the purpose of improving the Products, their reliability and availability and/or conducting business between them and/or the performance of Contracts. This Data exchange shall, at all times, comply with any regulation in force included the ITAR one regarding the exchange of Data that are subject to these regulations. The Customer shall assume all the consequences of such unlawful exchange each time he has initiated it. The Customer acknowledges and agrees that all Information and/or data provided at the time of the connection on the Customer Portal are the sole responsibility of the person from which originated and Airbus Helicopters cannot and does not guarantee the content of the Information given by any Customer. Therefore, the Customer acknowledges and agrees that he is exclusively responsible for all Information/data that said Customer has emailed, transmitted, posted uploaded or otherwise made available, as well as for any errors or omissions in any of such Information/data. In particular, it will be the Customer's sole responsibility to comply with all applicable laws and regulations regarding export control.

8.2 The Customer shall have access to and use of Airbus Helicopters' data and Airbus Helicopters shall have access to and use of the Customer Data, solely to the extent, and pursuant to the terms and conditions of, this Agreement and/or the Contracts.

All data and analysis of such data are provided for the sole and exclusive internal use of Airbus Helicopters' customers. It is strictly forbidden to publish, disseminate, transfer and/or sell part or all of this material. Warning: The data in this tool has been obtained from sources deemed reliable however, it may have been corrupted during the transfer or the processing and as a consequence Airbus Helicopters cannot warrant or guarantee its total accuracy and shall have no liability whatsoever in that respect.

8.3 Except as otherwise agreed in this Agreement, the Customer, during the term of this Agreement and for internal and personal use only, may adapt, translate, make hard copies and/or numeric reproductions of Airbus Helicopters' Data received for the purposes identified in Articles 2.3 and 2.4 of this Agreement. Airbus Helicopters' data received for such purposes, and any hard copies and numeric reproductions made there from, may be processed by and circulated worldwide only to the employees of the Customer on a need-to-know basis and solely for the purposes identified in Articles 2.3 and 2.4 of this Agreement.

8.4 The parties shall ensure that all proprietary rights and confidentiality legends set forth on the original document are replicated on any reproduction, translation, or adaptation made thereof. Any translation or adaptation shall expressly state that it is a derivative from the original document. The parties shall refrain from removing or altering any such legend.

8.5 The Customer shall exercise due care and employ state of the art means to ensure that the Customer Data does not permanently or temporarily disturb the operation or the use of the System, the Customer Portal, or the Database.

8.6 The Customer shall immediately notify Airbus Helicopters of the occurrence or possible occurrence of any disturbance of the type referred to in Article 8.5 above.

If Airbus Helicopters becomes aware of any such disturbance, it may, without notice and without prejudice to its other rights, delete the Customer Data at issue from the System or cause it to be deleted from the System.

8.7 Communications and notices exchanged by the parties under this Agreement shall be deemed to be valid notices and accorded the same recognition and effectiveness as if transmitted by registered or certified email, return receipt requested.

8.8 If any invention or development is made by the Customer while accessing and using the Customer Portal or exchanging Data with Airbus Helicopters, then the rights of each Party with respect to such invention or development shall be determined pursuant to the applicable Contract or Specific Terms and Conditions, if any.

ARTICLE 9: Privacy

9.1 Personal Data Protection

Airbus Helicopters commits to upholding and enforcing the rules regarding the personal data protection of individuals with regard to the provisions of the January 6th, 1978 Act on Data Processing and Freedom and the General Data Privacy Regulation (REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

Airbus Helicopters so commits to making all the useful precautions to protect the security and the confidentiality of the information which are communicated.

9.2 The Purpose of Data Collection

Airbus Helicopters commits to using and storing the personal data collected in the system for customer relationship management.

In the event that Airbus Helicopters should call on third parties to process job applications, in the name of and on behalf of Airbus Helicopters, the said third parties shall commit, by signing a Confidentiality Agreement, to:

- Complying with the standards in effect with regard to personal data protection
- Protecting confidentiality of the personal data
- Respecting the purpose sought.

9.3 Type of Personal Data Collected

Personal data are defined as information which allows identification of the individuals and which might make it possible to contact them. These include:

- Surnames and names;
- Addresses;
- Telephone or fax numbers;
- Email addresses
- Job position
- Title
- Picture

Your Personal Data can be accessible via your profile within the application.

9.4 Personal data storage period

Airbus Helicopters commits to storing personal data for a limited time, proportionally to the purpose of these data. Personal data provided by applicants will be stored for a maximum of 10 years after the last contact.

9.5 Communication of personal data to Airbus Helicopters

Airbus Helicopters is part of a global company and the data collected through the Customer Portal may be sent to all of its subsidiaries or commercial partners in the frame of their missions. This exchange is covered by Binding Corporate Rules and Standard Contractual Clauses process.

9.6 Exercising personal data access, correct or remove rights

Individual may exercise their right to access, correct or remove data collected, individual need to contact: dataprotection@airbus.com

ARTICLE 10: Warranty / Liability

10.1 The Customer Portal, including any and all of its supporting elements and content, the System, the Databases and Airbus Helicopters' Data are provided "as is" and "as available."

10.2 No warranty of any kind is provided by Airbus Helicopters to the Customer with respect to the Customer Portal, its data, the database, the system, the services, or the user management process.

The Customer hereby waives, releases and renounces to all warranties, obligations, guarantees and liabilities of Airbus Helicopters, and all rights, claims or remedies of the Customer against Airbus Helicopters, whether express or implied and whether by contract, tort, statutory law or otherwise, with respect to any nonconformity or defect or problem of any kind in or with the Customer Portal (including, but not limited to, any failure, interruption, or unavailability of the Customer Portal for any period of time, delay in data transmission or treatment), Airbus Helicopters' data, the database, the system, the services, or the user management process, including, but not limited to: (I) any implied or express warranty arising from course of performance, course of dealing, or usage of trade; (II) any express or implied warranty of fitness for a particular purpose; and (III) any express or implied warranty of merchantability.

10.3 Access to and use of the Customer Portal are at the Customer's sole risk and responsibility, and in no event shall Airbus Helicopters be liable to the Customer for any damage based on claims by third parties arising out or in connection with access to or use of the Customer Portal, including claims for computer intrusions, security failures, or unavailability of the Services, the Customer Portal, the Data, the Databases, or the System. In no event, shall Airbus Helicopters or the successors and assigns of any of the foregoing be liable to the Customer for any losses or damages sustained, or alleged to have been sustained, by it, whether direct or indirect, including, without limitation, loss of data or programs, loss of use, financial loss, and any deterioration or infection by viruses of the Customer's information technology equipment (including, but not limited to, software, hardware, connections, or any system or network).

10.4 Notwithstanding the provision in Article 10.3 regarding third-party claims, in the event of a claim by a third party alleging that the Customer's usage of the Customer Portal in accordance with this Agreement infringes on such third party's intellectual property rights, the Airbus Helicopters

Reference Entity will assist the Customer in defending against such claim by responding to any reasonable request of the Customer for information related to such claim, provided the Customer notifies Airbus Helicopters in writing of any such claim within fifteen (15) days from the date it has knowledge of the latter.

ARTICLE 11: Duration / Termination

11.1 This Agreement shall be effective from online acceptance of the terms and conditions of use and access to the Customer Portal by the Customer. The entry into force or termination of this Agreement shall not affect the terms and conditions of any Contract in force, except as provided otherwise herein.

The duration of any other contractual document entered into by the parties as part of this Agreement shall be specified therein. If this Agreement is terminated, all such documents shall be deemed to be terminated at the same time, automatically and notwithstanding any other provision in this Agreement.

If the Customer breaches any of its obligations under this Agreement, Airbus Helicopters, without prejudice to any of its other rights and without prior notice, may immediately suspend the Customer's access to the Customer Portal or terminate this Agreement. Either Party may terminate this Agreement, at any time and without liability to the other Party, upon thirty (30) days prior written notice to the other Party, sent by registered or certified mail.

11.2 Upon termination, for whatever reason, of this Agreement, the Customer shall immediately:

- (I) Cease accessing the Customer Portal and/or the corresponding Service(s);
- (II) Return or destroy, whichever Airbus Helicopters specifies, at its sole discretion, the login and password assigned to Customer and all Airbus Helicopters Data.

ARTICLE 12: Miscellaneous

12.1 The Customer shall not assign this Agreement.

12.2 This Agreement constitutes the entire agreement between the parties with respect to access to the Customer Portal and use of the Customer Portal and supersedes any prior and contemporaneous negotiations and agreements, oral or written relating to this subject, unless specifically provided otherwise herein.

12.3 Any provision of this Agreement determined by a court of a competent jurisdiction to be unlawful or unenforceable under applicable law shall be severed from the Agreement, to the extent required by such law, and rendered ineffective insofar as possible without modifying the remaining provisions. Where, however, the provisions of any such law may be waived, the parties hereby waive them 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, so far as practicable, any provision which is 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 unlawful or unenforceable. The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision.

ARTICLE 13: Law - Jurisdiction

This Agreement shall be governed by and construed and shall take effect in accordance with the laws of France, excluding the application of the 1980 “United Nations Convention on Contracts for the International Sales of Goods”.

In the event of any dispute, controversy or claim (a “Dispute”), arising out of or in connection with this Agreement including any question regarding its existence, validity or termination, the Parties shall make every effort to resolve the Dispute amicably within a period of three (3) months following written notification of a Dispute by one to the other.

If the Parties fail to amicably resolve the Dispute within the three (3) month period referred to above, such Dispute shall be finally determined and settled by

Any legal proceeding arising from, relating to, or based on this Agreement may be filed in a court of competent jurisdiction located Aix en Provence, France.

The Customer agrees that any such court shall have personal jurisdiction over it in any such proceeding and that it will not contest venue of such court or claim a more convenient forum exists.

ARTICLE 14: Changes

All content contained herein as well as the content of the Customer Portal is subject to change without notice. Airbus Helicopters reserves the right to change or modify the content of the Customer Portal and/or the terms and conditions applicable to the use of this site at any time. Such changes, modifications, additions, or deletions shall be effective immediately.

Any use of the site after such change or modification shall be deemed to constitute acceptance by the Customer of such changes, modifications, additions, or deletions. Airbus Helicopters may terminate, change, suspend or discontinue any aspect of the site, including the availability of any features of the site, at any time.

Airbus Helicopters may also impose limits on certain features and services or restrict Customer's access to parts of the site without notice or liability.

ARTICLE 15: Copyright and Trademark

All website design, text, graphics, and the selection and arrangement thereof, are the property of Airbus Helicopters and are Copyright © All rights reserved. Any text or images bearing the symbols TM, SM or ® are trademarks or registered trademarks and are used herein by permission of their respective owners.

Wherefore, the parties are deemed to accept all the terms and conditions of this Agreement on the date of its acceptance by the Customer it's session.

ARTICLE 16: Cookies

Airbus Helicopters may use cookies as a part of offering personalized service on this site. Cookies are small text files sent to and stored on users' computers that allow web sites, to recognize repeat users, facilitate users' access to sites, and allow sites to compile aggregate data that will allow content improvements. Cookies do not damage users' computers or files.

Airbus Helicopters uses cookies in order to offer its customers information and services, which are customized to their interests and needs. If users do not want cookies to be accessible by Airbus Helicopters, most browser programs allow users to deny or disable the use of cookies. The Customer acknowledges and agrees that cookie may be necessary for this website to operate properly or for certain functionality.