

### STANDARD CONDITIONS OF SALE - SPECIFIC ANNEX APPLYING TO SOFTWARE AS A SERVICE (SaaS)

#### H1 - GENERAL AND DEFINITIONS

This Specific Annex, subject to SCS, is applicable to the sale of:

- o SaaS in order to maintain and/or operate Helicopters and, when applicable, any helicopter whatever the manufacturer such as Fleet Keeper®, Flight Planner and Analytics Services performed by the Seller to any Customer,
- o Associated or not with DaaS such as D-Box and/or Mobile Telecommunication Services.

in order to maintain and/or operate Helicopters and, when applicable, any helicopter whatever the manufacturer.

The Customer hereby acknowledges and agrees that the Customer and the Users shall abide by the relevant General Conditions of Use (GCU). The Customer shall also ensure that all Users comply with the GCU. The GCU are available to the Customer by the Seller upon request and downloadable in their latest version from the application or for Analytics Services from the Customer Portal.

- o **Account** means an account enabling a person to access and use the SaaS, including both Administrator Accounts and User Accounts.
- o **Administrator** means the person appointed by the Customer who is in charge of the Administrator Account. It will be the single point of contact for the Seller.
- o **Administrator Account** means an account enabling a person to create as many User accounts as needed and to manage notably these User accounts, and/or SaaS configuration and helicopters settings with the Customer Account, and/or Flight Planner Add-ons.
- o **Analytics Service** means a set of reports resulting from analysis results, studies and statistics that have been performed through Airbus Helicopters' proprietary algorithms based on various data sources such as Customer Data and Airbus Helicopters' or third party's data where appropriate, for the purpose of the Customer's activities.
- o **Class** means
  - light single: single engine helicopters,
  - light twin: twin engine helicopters with MTOW <= 3700 kg, and
  - medium-heavy: twin engine helicopters with MTOW > 3700 kg
- o **Customer's Data** means all data loaded to, transmitted by and/or stored by the Customer and/or the User as well as data generated by the SaaS as a result of the use of the SaaS by the Customer and/or the User.
- o **Customer Portal** means a multi device, browser-based visualization and collaboration tool that allows users to use services made available by Airbus Helicopters subject to registration and/or subscription. Airbus Helicopters' Customer Portal is currently named AirbusWorld.
- o **DaaS (Device as a Service)** means a device belonging to the Seller which is, subject to the payment of a subscription fee defined herein, put at the Customer's disposal for its own use with services of hardware replacement in case of failure or obsolescence and of the software upgrade when applicable.
- o **Fleet Keeper®** means paper Technical Log Book web-based and mobile application
- o **Flight Planner** means the software Helitab iOS which is an eMission Preparation Application
- o **Flight Planner Add-on** means additional software or configuration file related to Flight Planner, to be managed by the Administrator or the User.
- o **GCU** means the General Conditions of Use of the concerned SaaS between the Seller and the Customer/User.
- o **Mobile Telecommunication Services** means the wireless communication services associated to the connectivity system installed on the Helicopter and provided by the Seller.
- o **User** means the Administrator and any person for which the Administrator has granted the access to the SaaS. A User is a person using the SaaS through the associated Internet website and/or having downloaded the SaaS on its adequate mobile device thanks to its Administrator when applicable.

#### H2 - ORDER'S SPECIFICITIES

The Customer shall issue an Order sent to the Seller with the following information, when relevant:

- o Order number / reference of Seller's Quotation
- o Type, version and serial number of the helicopter

- o Reference of the SaaS and associated DaaS and/or Mobile Telecommunication Services if any
- o Starting date of the subscription period
- o Price
- o Administrator name and e-mail
- o Ship to address / Shipment mode / Contact for DaaS, if any
- o Invoice address and VAT number

The SaaS, DaaS and Mobile Telecommunication Services are subject to a one (1) year licence's subscription. If the licence is granted on a "per helicopter" basis, the Customer shall buy a licence for each helicopter of its fleet monitored through the SaaS. If the licence is granted on a "per mobile device" basis, the Customer shall buy a licence for each mobile device. When the price of a SaaS subscription is linked to the Class of helicopters, the Customer is not authorized to attribute the subscription to a helicopter belonging to another Class.

The subscription shall be automatically renewed for subsequent periods of one (1) year at the respective rates annually published by the Seller except if one of the Parties terminates the subscription no later than thirty (30) calendar days prior to the end of the current annual period by registered letter.

#### H3 - PAYMENT TERMS

The subscription is payable at the beginning of each annual period. Payment terms are net thirty (30) days from the date of the invoice.

#### H4 - LANGUAGE

The SaaS and/or DaaS will be provided in English.

#### H5 - DATA

##### H5-1 General

The Seller shall use and shall ensure that the SaaS and/or DaaS use at least standard security technologies (such as password protection and firewall protection, data integrity, data backup).

The Seller or its appointed providers shall implement commercially reasonable and appropriate security measures (both technical and organizational) to prevent accidental or unlawful loss, corruption, access to or disclosure of Customer's Data.

The Customer remains solely and exclusively responsible for the Customer's Data exchanged. The Customer shall take any appropriate action in order to:

- o comply with the applicable laws and regulations;
- o ensure that none of the Customer's Data exchanged contravene public policy;
- o Customer's Data are free from any virus, Trojan or the like

The Customer shall hold the Seller harmless from and against any consequences of any third party claim of any nature based on a breach of the above mentioned warranties or resulting from any other breach of this Contract by the Customer which may cause damages to the Seller and/or any third party.

The data to be exchanged as per article 16 of SCS in the frame of Fleet Keeper® use shall be understood as the Customer's Data.

##### H5-2 Data hosting

The Customer's Data loaded via the SaaS and/or the DaaS are hosted on a cloud and also on secured data platform. The conditions of the data access and protection are described in the GCU of the SaaS and/or the DaaS. The Customer declares to be fully aware of and authorizes expressly the Seller to store its Data on the cloud and also on secured data platform.

For data hosted on cloud, Customer's Data integrity is warranted as defined in the applicable conditions of the Seller's cloud service provider(s) available on the Seller's website when accessing the SaaS. The Customer undertakes to comply with the terms and conditions of the services provided by the Seller through its cloud provider(s) and

shall hold the Seller harmless from and against any breach thereof. The Seller will choose the cloud provider(s) at its sole option and may change from time to time.

### **H5-3 Databases**

Depending on the types of databases, the Customer may have to subscribe databases for Flight Planner. In such case, the Customer will have access to the dedicated internet websites to retrieve the necessary data.

Free of charge or payable databases are available from databases service providers and are to be ordered separately to said providers. The Customer undertakes to comply with the terms and conditions of the services provided by the databases provider and shall hold the Seller harmless from and against any breach thereof.

### **H5-4 Analytics Services usage**

Analytics Services usage is granted for the internal business purposes of the Customer only and for the duration of the subscription and subject to the full payment of the subscription.

The Customer and/or the Seller shall not disclose, copy nor transfer in anyway whatsoever reports from Analytics Services to any third party to the exception of a disclosure on a need to know basis to the airworthiness authorities where the Customer's helicopter is registered, or to the insurer of the helicopter or ordered by a court.

Notwithstanding the foregoing, should the Customer wish to delegate to a third party for operating or maintaining its Helicopters, the access to Analytics Services and related Customer Data will be subject to the signature of a tripartite agreement (delegation) that may be provided by Airbus Helicopters on request.

## **H6 - LICENCE**

### **H6-1 General**

The licence right to use the SaaS and/or DaaS is granted for the internal business purposes of the Customer and for the duration of the subscription and subject to the full payment of the subscription.

The Seller does not grant any other right than those mentioned above and/or in the GCU. The Customer/User shall not use SaaS and/or DaaS in any way that causes, or may cause, damage to SaaS and/or DaaS or impairment of the availability or accessibility of the same. Should the Customer or any of the Users not comply with any provision of the Contract including the GCU, the Seller shall be entitled to terminate the licence without any right for the Customer to claim to the Seller the reimbursement of a part of the licence and/or of the costs associated to the non-compliant usage or installation of the DaaS with respect to the standards or CGU.

The Customer must not permit any unauthorized person to access or use the SaaS. The Customer shall put in place reasonable security measures notably relating to Administrator Account access details, to prevent any unauthorized person to gain access to the SaaS using an Administrator Account.

Should the Customer wish to delegate to a third party the access to the SaaS, Analytics Services excluded, the Customer shall ask in writing an authorization that the Seller may accept or refuse at its sole discretion. For Analytics Services, refer to here-above article H5-4.

### **H6-2 Additional specific conditions for DaaS**

The subscription period will start at the delivery date of the device. The device shall be Delivered At Place (DAP) Incoterms 2020®, at ship address mentioned by the Customer.

The DaaS placed at Customer's disposal shall remain the exclusive property of the Seller. The Customer shall use and store appropriately the DaaS. The Customer shall not impair the DaaS's physical, electrical and electronic integrity. The Customer agrees not either to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover the source code of the DaaS, rent, loan, sell, assign or sublicense without prior written consent of the Seller, nor grant any security interest in or otherwise transfer any right or interest in the DaaS or permit it to be subject to legal process or allow any other person or entity to engage in any of the foregoing activities. The Customer shall bear all risks of loss or damage to the DaaS and shall take out adequate insurance policies to cover such risk and damage.

The Customer shall, on termination of the DaaS subscription, return the device in good working order, fair wear and tear permitted, together with all applicable documents to the Seller at its expense Delivered Duty Paid (DDP) Incoterms 2020, at the Seller's site or logistic platform. On return of the device, a receiving inspection will be performed by the Seller to determine serviceability and that the complete device has been returned. Any device returned damaged or incomplete shall be repaired/replaced and the costs shall be invoiced to the Customer. Should the device not be returned within two (2) weeks after termination, the Seller reserves the right to invoice the price of a used device to the Customer.

## **H7 - RELEASES AND EVOLUTIONS**

The Seller is entitled to, but is not obliged to, modify the SaaS, the DaaS and its software, at its sole discretion without prior information of the Customer and in particular to upgrade the SaaS through version update(s) and to develop new version(s).

In such cases, the Customer will automatically have access to these version updates or new versions without price changes until the end of the ongoing subscription.

Flight Planner Add-ons are additional software not considered as part of an upgrade or new version. They are to be ordered separately to the Seller at prevailing rates.

## **H8 - CONNECTIVITY AND TELECOMMUNICATION SERVICES**

### **H8-1 Connectivity and telecommunication services for SaaS**

Appropriate equipment, connectivity and telecommunication services are required to allow the Customer to use the SaaS. The choice of the Customer's equipment, connectivity and telecommunications service providers remains the sole responsibility of the Customer. The costs of these connectivity and telecommunication services shall be borne exclusively by the Customer. The Seller shall in no event be responsible for a degraded performance due to an inappropriate Customer's choice.

The Customer recognizes that the good performance of the SaaS depends on the bandwidth. The Seller shall not be liable of any defective bandwidth.

### **H8-2 Specific conditions for Mobile Telecommunication Services**

The Mobile Telecommunication Services are associated to the SIM card provided by the Seller and plugged into the connectivity system installed on the Helicopter. The Customer agrees to use the Mobile Telecommunication Service in good faith and in accordance with applicable laws and regulations. The Customer shall take all necessary precautions to avoid abusive or malicious use of the SIM card. The customer shall inform the Seller immediately of any theft or loss of the SIM card in order to allow the Seller to block the lost or stolen card, and remains liable to pay any communication costs, charges for use and/or other fees which may incur after the theft or loss before the deactivation of the card.

Within the Mobile Telecommunication Services, the Seller commits to do its best effort to provide the Customer with access to the telecommunications network under the best conditions. However, the Seller is only bound by an obligation of means. The Customer acknowledges that performance and quality of the mobile telecommunication services may depend and may change without notice on various factors including but not limited to geographic localization, environmental conditions, physical obstructions, etc. The Customer may get from the Seller's coverage maps, high level estimates of coverage areas when using services under optimal conditions.

## **H9 - WARRANTIES**

### **H9-1 General**

The SaaS and/or DaaS is designed to perform the services and functions as described in the service or product specification, available to the Customer by the Seller upon request. In case of error or defect, the Customer shall provide all necessary information and documentation in its possession under the form of a written notification to the Seller, to enable this latter to investigate such error or defect. The Seller will, at its sole discretion, remedy such SaaS and/or DaaS errors or defects by providing a correction release or by finding a reasonable workaround solution.

## **H9-2 Additional specific conditions for DaaS**

The Customer authorizes the Seller to remotely access the DaaS for remote assistance and maintenance, and to perform necessary modifications for the Customer.

In case the defect cannot be corrected remotely, the Seller will make available another device within five (5) working days at Seller's site and will then provide it Delivered At Place (DAP) Incoterms 2020® at ship address mentioned by the Customer.

The Customer shall send back the failed device to the Seller at its expense Delivered Duty Paid (DDP) Incoterms 2020 at the Seller's site or logistic platform within two (2) weeks after the replacement device has been made available to the Customer. At reception of the returned device, the Seller will perform defect analysis. Should the failure be attributable to the Customer, the Seller will inform the Customer and the Seller will invoice the costs associated to the repair; else, the Seller will compensate reasonable transportation costs occurred by the Customer. If the Customer fails to return the failed device within two (2) weeks, the Seller reserve the right to invoice the price of a used device to the Customer.

## **H10 - TRANSFER OF THE CONTRACT**

Notwithstanding any provision to the contrary, the Customer may not without the prior written consent of the Seller assign, transfer, charge, licence or otherwise deal in or dispose of any contractual rights or obligations under this Contract.

If and when the transfer of the Contract is accepted by the Seller, it will be of the Customer's sole responsibility to determine which of the Customer's Data will be transferred. The Customer shall then inform the Seller of those of the Customer's Data that are transferred.

## **H11 - LIMITATION OF LIABILITY**

Under no circumstances may the Seller be held liable in the following situations:

- use of the SaaS even though the Seller has recommended suspending use as a result of a difficulty or for any other reason whatsoever;
- use of the SaaS in an environment or configuration not recommended by the Seller or associated with third-party programs or data that the Seller has not expressly approved;
- any damage resulting from fault or negligence by the Customer, or if any such damage could have been avoided or mitigated if the Customer had asked the Seller for advice;
- the use, in relation with the SaaS, of programs and data not approved by the Seller that are likely to damage the SaaS and the Customer's Data;
- the bad performance of the SaaS or DaaS resulting from a defective or insufficient bandwidth or inadequate equipment;
- data corruption / loss during transfer or processing that leads to erroneous reports;
- misinterpretation by User of reports;
- non respect of the Seller's CGU and documentation;
- communication costs for Mobile Telecommunication Service which may incur after theft or loss of the SIM card;
- problems relating to Mobile Telecommunication Service availability or quality linked to mobile telecommunication network.