

TABLE OF CONTENTS

1. **APPLICABILITY**
2. **SUPPLY**
3. **INTEGRATION OF EQUIPMENT DATA**
4. **AIRBUS SERVICE BULLETINS INCORPORATION**
5. **WARRANTY**
6. **CONFIDENTIALITY AND PROPRIETARY RIGHTS**
7. **FUTURE DEVELOPMENT**
8. **ORDER OF PRECEDENCE**
9. **DEFINITIONS**

1. APPLICABILITY

For the purpose of this GTCTD, the terms not defined herein shall have the meaning set forth in the Airbus' General Terms and Conditions of Supply (GTCS).

1.1. The GTCTD define the terms and conditions under which the Customer shall have access to and use of the Technical Data.

1.2. The Customer agrees that the GTCTD may be updated from time to time by Airbus who will inform the Customer through CSC or any other mean. Updated GTCTD shall apply unless the Customer issues a written refusal to the updated GTCTD within one (1) month of the updated GTCTD date to the following address:

Airbus S.A.S.
AirbusWorld Administration
2 rond-point Emile Dewoitine
31700 Blagnac CEDEX
France

Or airbusworldadmin@airbus.com.

In such a case, the latest GTCTD version which was accepted by Customer will remain applicable.

2. SUPPLY

All Technical Data shall be available on-line through the dedicated web portal, access to which is subject to the General Terms and Conditions of Access to and Use of AirbusWorld (AirbusWorld GTC).

Certain Technical Data shall be provided through on-line digital consultation tools which include the navigation software and viewer necessary to browse such Technical Data (together, a "**Browser**").

The use of the Browser and of the Technical Data shall be subject to the clause "Intellectual Property Rights of Products and Services and EULA" of the GTCS.

Technical Data shall be in the English language, using aeronautical terminology in common use.

It shall be the sole responsibility of the Customer to coordinate with and satisfy its Aviation Authorities' requirements with respect to technical data. Upon request from the Customer's Aviation Authorities, such Aviation Authorities shall be given on-line access to the Customised Technical Data (excluding the PEP Package).

3. INTEGRATION OF EQUIPMENT DATA

Airbus shall, to the extent necessary to the Operator to understand the corresponding equipment, incorporate into the Customised Technical Data the information relating to Supplier equipment that is installed either on the Aircraft at Delivery or through Airbus Service Bulletins after Delivery, subject to the Operator having informed Airbus in writing that it has implemented such Service Bulletins on each Aircraft.

4. AIRBUS SERVICE BULLETINS INCORPORATION

Subject to the Operator informing Airbus that it has implemented each Airbus SB on each Aircraft (the “**SB report**”), Airbus shall incorporate the information relative to such Airbus SB into the Customised Technical Data applicable to such Aircraft.

If the prior implementation of one or several Airbus SB(s) is a prerequisite to the implementation of a further Airbus SB, then the SB Report shall confirm the implementation of such prior Airbus SB(s) on the corresponding Aircraft.

The Operator shall be solely responsible for providing Airbus with complete and accurate SB Reports. In case of incomplete or inaccurate SB Reports, Airbus may, in order to produce the Customised Technical Data, complete or correct the SB report in order to reflect the Aircraft’s configuration as known by Airbus. The Operator shall indemnify and hold Airbus harmless from and against any liabilities and claims arising from any non-conformities or errors in any Technical Data which result from the Operator’s failure to provide accurate SB Reports in due time.

5. WARRANTY

Airbus warrants that the Technical Data are prepared in accordance with the state of art at the date of their creation. If any Technical Data contains any error or defect, the sole and exclusive liability of Airbus shall be to take all reasonable and proper steps to correct such Technical Data.

6. CONFIDENTIALITY AND PROPRIETARY RIGHTS

The Technical Data are confidential and subject to the terms and conditions of Clause “Confidentiality and Proprietary Information” of the GTCS. In addition, the Customer hereby undertakes that it shall not reproduce them in whole or in part without Airbus’s prior consent.

Without prejudice to the foregoing, if the Operator intends designating one or several third party(ies) to perform the maintenance activities of the Aircraft under EASA part 145 or part M regulation (or equivalent) and/or data processing on its behalf (each an “**Operator Third Party**”), the Operator shall, prior to any disclosure of the Customised Technical Data, cause such Operator Third Party to enter into a non-disclosure and licensing agreement with Airbus (the “**Customer Services Agreement**”) and agrees that it shall remain accountable to Airbus for the use such any Operator Third Party makes of the Customised Technical Data.

If the Operator or the Operator Third Party breaches the terms of this Clause 6 and/or the terms of the Customer Services Agreement, then, in addition to any rights and remedies available to Airbus under this GTCTD or at law, Airbus shall have the right to:

- (i) invoice the Operator an amount equal to the payments due by the Operator Third Party under the Customer Services Agreement and the Operator shall pay such amount within five (5) days after receipt of such invoice; and
- (ii) suspend the Operator’s access to the applications on AirbusWorld that enable it to a) download any Technical Data and b) provide access to the Customised Technical Data to the Operator Third Parties.

7. FUTURE DEVELOPMENTS

The Customer acknowledges that Airbus continuously monitors technological developments and applies them to Technical Data, document and information systems’ functionalities, production and methods of transmission and that Airbus may notify Customer from time to time of any such new developments, their application and the timeline for their implementation.

8. ORDER OF PRECEDENCE

In the event of any conflict between the following documents, the order of precedence between them shall be:

1. The Aircraft Purchase Agreement between Airbus and the Operator, when available,
2. The Customer Services Agreement,
3. The GTCS,
4. The AirbusWorld GTC,
5. The GTCTD.

9. DEFINITIONS

“Airbus Service Bulletin (or SB)” means a document issued by Airbus (as aircraft manufacturer), to all operators of an aircraft type, notifying them of a modification to the design of, or the need to inspect, or perform an upgrade on, a delivered aircraft to either maintain its level of safety or improve the operation of such aircraft type.

“AirbusWorld” means the Airbus’s customer portal as further defined in the AirbusWorld GTC.

“Aviation Authority” means, in respect of any jurisdiction, the entity which under the laws of such jurisdiction has control over civil aviation or the registration, airworthiness or operation of aircraft in such jurisdiction.

“Browser” has the meaning set out in Clause 2.

“Customised Technical Data” means the Technical Data (including its revisions) that are customised to integrate the specificities of the configuration of the Operator’s fleet, as known at the date of issuance thereof.

“Delivery” means the date when delivery of the Aircraft by Airbus to its Initial Operator occurs.

“General Terms and Conditions of Access to and Use of AirbusWorld (or AirbusWorld GTC)” means the terms and conditions relating to the access and use of AirbusWorld.

“Initial Operator” means the first operator of a new Aircraft.

“Operator” means the operator of an Airbus’ Aircraft

“Performance Engineer’s Programmes Package (or PEP Package)” means a set of performance computation modules for the Aircraft and including software components, databases and consultation tools.

“Supplier” means any supplier of Supplier Parts with whom Airbus has entered into Supplier Support Conditions.

“Supplier Part” means any component, equipment, accessory, software or part installed in an Aircraft at the time of Delivery which is included in a Supplier Support Conditions.

“Supplier Support Conditions” or **“SSC”** means the agreement between Airbus and the Supplier, based on the conditions set out in the “World Airlines Support Guide”, which includes warranties, and when applicable, service life policies for a Supplier Part.

“Technical Data” means the spare parts and tools provisioning information, the flight operations and maintenance engineering technical data and PEP Package (only available for Operators) necessary to operate and maintain Aircraft.

The exhaustive list of Technical Data provided to the Operator is available for the aircraft type operated via AirbusWorld in the relevant section of the CSC, under respectively:

- “Digital Flight Operations Data Package”;
- “Maintenance Technical Data Package”;
- “PEP Package”; and
- “RSPL” and “W-file” (on Aircraft Manufacturer Serial Number (MSN) level).