

# GENERAL TERMS AND CONDITIONS OF ACCESS TO AND USE OF AIRBUS PARTNER PORTAL

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## **Article 1. PURPOSE AND RELATIONSHIP TO OTHER AGREEMENTS**

**1.1 What these terms cover.** These General Terms and Conditions (the "GTC") define the rules for:

- Accessing and using the Airbus Partner Portal (the "Portal") made available by Airbus S.A.S.;
- Using any Airbus Data and Services made available by Airbus S.A.S. on the Portal.

The Company may use the Portal for its business interactions with any Airbus entity (as defined in Article 18 under "Airbus").

**1.2. Specific terms for certain Services.** While these GTC apply to all Services on the Portal, some specific Services may be subject to separate Specific Terms and Conditions.

**1.3. Precedence of other Contracts.** The Company may use the Portal to exchange information with Airbus, notably when performing its obligations under a Contract. If the Agreement conflicts with a Contract, the Contract prevails. The Company and Airbus must only exchange Data through the Portal that is necessary for the permitted uses outlined in this Article 1.3

**1.4. Access for Company's subcontractors.** The Company may authorise its suppliers, subcontractors, or other partners (collectively "Authorised Third Parties") to access and use the Portal if required for the Company's business with Airbus. The Company's Administrator is responsible for managing the registration of all Designated Users from these Authorised Third Parties and for clearly identifying each user's employer within the Portal. The Company must ensure that all its Authorised Third Parties comply with this Agreement. The Company remains fully liable to Airbus S.A.S. for all acts and omissions of its Authorised Third Parties.

**1.5. No other rights or commitments.** The only purpose of this Agreement between Airbus S.A.S. and the Company is to allow the Company to access and use the Portal. This Agreement does not change any existing Contracts the Company has with Airbus or an Airbus Co-contractor. Additionally, it does not grant the Company any exclusive rights, nor does it commit Airbus to enter into any new Contract with the Company.

## **Article 2. ACCESS TO AND USE OF PORTAL**

**2.1. Grant of rights.** Under these GTC, Airbus S.A.S. grants the Company a worldwide, personal, non-exclusive, and non-transferable right to access and use the Portal and its Services for the duration of the Agreement.

**2.2. No transfer of rights.** The Company must not transfer, assign, sublicense, or subcontract any of its rights or obligations under this Agreement, fully or partially, without the express prior written authorisation of Airbus S.A.S.

**2.3. Restrictions on use.** These GTC only grant the Company the rights specified in Article 2.1. No other rights are granted to the Company by Airbus S.A.S. under these GTC. Except as otherwise agreed in the Agreement or in any Contract, the Company must not, directly or indirectly:

- a) Extract, reproduce, represent, adapt, modify, or translate the Portal, Airbus Data, or Databases (in whole or in part);
- b) Create any derivative works from these elements; or
- c) Use any of these elements for purposes not agreed between the Parties.

**2.4. Ownership.** Airbus and/or its licensors retain sole ownership of the Portal, the Airbus Data, and the Databases.

## **Article 3. ADMINISTRATORS AND DESIGNATED USERS**

**3.1. Training and documentation.** Airbus S.A.S. will offer free online standard training for the Administrator on using the Portal. Airbus S.A.S. will also provide appropriate documentation to both the Administrator and Designated Users.

**3.2. Company responsibility for compliance.** The Company is solely responsible for ensuring its employees, including Administrators and Designated Users, comply with this Agreement.

**3.3. User qualification and training.** The Company must ensure, at its own cost (except for the standard Administrator training provided by Airbus S.A.S. under Article 3.1), that its Administrators and Designated Users:

- a) Are qualified and properly trained to meet their obligations under this Agreement; and
- b) Comply with all applicable Airbus security requirements.

**3.4. Designation of Administrators.** The Company will appoint one Administrator. Upon the Company's request, Airbus S.A.S. may, at its discretion, approve in writing additional Administrators, as long as the Company assigns them non-overlapping duties or operational times (e.g., for different sites). If there are multiple Administrators, the Company is solely responsible for any conflicting instructions they might issue.

**3.5. Administrator's capacity.** The Administrator must have the capacity to represent the Company with respect to the execution and performance of any contractual document for accessing and using the Portal and its Services.

**3.6. Appointment of Designated Users.** The Administrator must appoint Designated Users from the Company's employees based on the 'need-to-know' principle.

**3.7. Identification Codes.** Designated Users will receive an Identification Code. At Airbus S.A.S.'s discretion, this code will be provided by either the Administrator, Airbus S.A.S., or an independent, reputable and reliable third-party entity. Any access to or use of the Portal with an Identification Code will be considered as

performed by the Designated User to whom that code is assigned.

**3.8. Company's security obligations regarding Identification Codes.** The Company must ensure that:

- a) Each Identification Code is personal to the Administrator or Designated User it is assigned to and is used only by that individual;
- b) Personal Identification Codes are not shared with anyone other than the specific Administrator or Designated User to whom they belong;
- c) Each Administrator and Designated User only accesses and uses the Portal according to the specific rights granted to them under this Agreement;
- d) No unauthorised third party can access any Identification Code or the Portal;
- e) If an Identification Code was provided by the Company's Administrator or the third-party entity (as described in Article 3.7), that code is immediately revoked once the Designated User no longer has a professional or contractual need to access the Portal;
- f) The Company is fully responsible for any actions or failures to act by its Administrators and Designated Users that could affect the Portal's security; and
- g) Spamming or any related activities are prohibited on the Portal.

**3.9. Procedure for compromised Identification Codes.** If the Company becomes aware of a potential risk that an Identification Code has been, or could be, disclosed to an unauthorised person:

- a) The Administrator must promptly cancel Portal access for that Identification Code; and
- b) The Administrator must also promptly notify Airbus S.A.S. point of contact, identified to the Company during the Airbus-proposed training, of both the potential risk and the cancellation. This action by the Company does not affect Airbus S.A.S.'s own right to cancel such access.

**3.10. Company's duty to inform Airbus S.A.S. of changes.** The Company must promptly inform Airbus S.A.S. of:

- a) Any significant change in an Administrator's or Designated User's professional status with the Company (e.g., their extended absence or departure from the Company);
- b) The termination or expiration of any Contracts; and
- c) The termination or expiration of any contract the Company has with an Airbus Co-contractor (as described in Article 1.4).

**3.11. Company's duty to cancel access in certain situations.** When any of the situations mentioned in Article 3.10 occur, the Company must promptly cancel the relevant Designated Users' access to the Portal and provide Airbus with evidence of this action. This does not limit Airbus S.A.S.'s own right to also cancel such access.

**3.12. Airbus S.A.S. right to restrict or suspend access.** Airbus S.A.S. may restrict or suspend access (in whole or in part) to the Portal for any Administrator or Designated User. This can be done at any time, without prior notice, and does not affect any other rights Airbus S.A.S. may have, in the following situations:

- a) To perform maintenance or updates on the Portal, Airbus Data, or Databases;
- b) When an Administrator or Designated User fails to comply with any part of this Agreement or any applicable laws and regulations;
- c) If Airbus S.A.S. believes an access is suspicious and could lead to a breach of this Agreement (such as a breach of confidentiality or security) or an illegal situation; or
- d) To comply with legal or regulatory requirements, or with court orders or injunctions.

## **Article 4. COMPANY OBLIGATIONS**

**4.1. IT equipment.** The Company is solely responsible for providing, installing, and maintaining, at its own cost, all IT equipment needed to access the Portal.

**4.2. Prevention of security breaches.** The Company undertakes that its Administrator and Designated Users will not cause any security breaches or disruptions to the Portal. Examples of such security breaches include,

but are not limited to:

- Bypassing Designated User authentication.
- Accessing Data that the Designated User is not authorised to receive.
- Logging into a server or account that the Designated User is not specifically permitted to access.
- Circumventing any security measures of the Portal.

**4.3. Security breach reporting.** The Company shall immediately report to Airbus via email at cert@airbus.com any suspected security breach.

**4.4. Authorisations, formalities, and compliance.** The Company is responsible for:

- a) Obtaining, maintaining, and completing any authorisations or formalities, if and when such are necessary or applicable for accessing and using the Portal;
- b) Fulfilling its obligations under this Agreement; and
- c) Complying with all applicable laws and regulations.

**4.5. Modification of Identification Codes.** Airbus S.A.S. may, at any time, modify any Identification Code or require the Company to modify it. The Party making any such modification must notify the other Party.

## **Article 5. CHARACTERISTICS AND AVAILABILITY OF THE PORTAL**

**5.1. Portal availability commitment.** Airbus S.A.S. will endeavor to provide the necessary means in order to keep the Portal accessible 24 hours a day, 7 days a week.

**5.2. Restoration of access.** If access to or use of the Portal is disturbed, Airbus S.A.S. will take appropriate measures to restore such access or use.

**5.3. Notification of prolonged unavailability.** If Airbus S.A.S. foresees that the Portal will be unavailable (in whole or in part) for more than 24 consecutive hours, Airbus S.A.S. will endeavor to inform the Company as promptly as possible, using any suitable method, of such unavailability.

**5.4. Company unable to access the Portal.** If the Company cannot for any reason access the Portal for more than 24 consecutive hours, or for a period that negatively impacts a Contract schedule requiring Portal use, the Company must promptly inform Airbus S.A.S.. The Parties will then jointly decide on alternative solutions, including how to exchange Data.

## **Article 6. CONFIDENTIALITY**

**6.1. Confidentiality obligation.** All information the Parties exchange through the Portal is confidential information, unless this Agreement or a specific Contract states otherwise. The receiving Party must not disclose this confidential information to any third party. The receiving Party must also not use the confidential information for any purpose other than those agreed upon by the Parties.

**6.2. Exceptions to confidentiality.** The obligations in Article 6.1 do not apply to information that meets any of the following criteria:

- a) **Publicly known:** The information is or becomes publicly available without a breach of this Agreement;
- b) **Already possessed:** The receiving Party can prove it lawfully possessed the information before disclosure;
- c) **Received from a third party:** The receiving Party lawfully receives the information from a third party with no obligation of confidentiality;
- d) **Independently developed:** The receiving Party can prove it developed the information independently, without using the other Party's confidential information; or
- e) **Required by law:** The information must be disclosed to comply with a law, regulation, or court order.

**6.3. Disclosures required by law.** If a Party is required by law or a court order to disclose the other Party's

confidential information, it must take the following steps:

- a) **Notify:** The Party must promptly notify the information's owner before disclosing it, if legally permitted to do so;
- b) **Cooperate:** If the owner decides to legally challenge the disclosure, the Party must provide reasonable assistance.

**6.4. Disclosure within Airbus.** The Company agrees that Airbus may share the Company's confidential information with other legal entities within Airbus, provided the Airbus legal entities exchanging such information have entered with each other into a confidentiality agreement.

**6.5. Survival of obligations.** The obligations in this Article 6 will remain in effect for ten (10) years after the expiry or termination of this Agreement.

## **Article 7. EXCHANGE OF DATA**

**7.1. Purpose of Data exchange.** As part of the Services, the Portal allows the Company and Airbus to exchange or access Data. This access or exchange is for the purpose of enabling their collaboration and/or the performance of their obligations under a Contract.

**7.2. Permitted use of Data.** The Company may access and use Airbus Data only as defined in the Agreement and/or a Contract. Similarly, Airbus may access and use Company Data only as defined in the Agreement and/or a Contract.

**7.3. Recipient's right to use.** During this Agreement, when either the Company or Airbus receives Data from the other (acting as the "Recipient" receiving from the "Disclosing Party"), the Recipient may use that Data for internal purposes only. To enable collaboration or perform obligations under a Contract, the Recipient may reproduce and adapt the Data.

**7.4. Access on a need-to-know basis.** Data received by the Recipient from the Disclosing Party (including any copies or reproductions the Recipient makes) may be processed and shared worldwide. However, access to this Data is strictly limited to those of the Recipient's employees who need it for the agreed purposes of collaboration or Contract performance, and such access and sharing must always be in accordance with what is permitted by the relevant Contract and this Agreement.

**7.5. Proprietary notices.** Each Party must ensure that all notices of proprietary rights and confidentiality on original Data or documents are included on any reproductions. Any translation or adaptation of Data or documents must clearly state that it is a modified version of the original. Each Party must not remove or alter any of these notices.

**7.6. Legal value of electronic exchange.** The Parties agree that Data exchanged electronically through the Portal will have the same legal value for the purpose of proof as documents sent by registered mail.

## **Article 8. PRIVACY AND DATA PROTECTION**

**8.1. Definitions and roles.** For the purpose of this Article 8, the capitalised terms "Controller", "Personal Data Breach", "Processing", "Supervisory Authority", shall have the meaning given to them in the (EU) Regulation 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 (EU General Data Protection Regulation or "EU GDPR"). Airbus S.A.S. and the Company agree that they are acting respectively as separate data Controllers regarding the Processing of Administrator and/or Designated Users Personal Data for the purpose of this Agreement.

**8.2. Compliance with Data Protection Laws and Regulations.** Airbus S.A.S. and the Company agree to comply at all times with applicable personal data protection laws and regulations, including the EU GDPR (collectively referred as "Data Protection Laws and Regulations") for the term of the Agreement.

**8.3. Company's warranty regarding Designated User Data.** The Company is hereby notified that Airbus may collect directly and/or indirectly Personal Data from the Administrator and/or Designated User for and when accessing and using the Portal under the conditions of the Privacy Information Notice related to the Portal available in the following link [[https://partnerportal.airbus.com/doc/PrivacyNotice\\_AS.pdf](https://partnerportal.airbus.com/doc/PrivacyNotice_AS.pdf)]. In the case Personal Data is obtained indirectly by Airbus S.A.S. from the Company, notably from the Administrator, the Company hereby represents and warrants that the Personal Data of the Designated User selected by the Administrator to access and use the Portal have been collected, processed and shared with Airbus S.A.S. by the Company in compliance with applicable Data Protection Laws and Regulations and in particular with the information right of the Designated User.

**8.4. Duty to inform of changes.** The Company agrees to inform Airbus S.A.S. promptly in case of any change related to the Personal Data shared with Airbus S.A.S. for the purpose of the access to and use of the Portal by the relevant Administrator and Designated User and more generally any change regarding the relevant Administrator and Designated User that need access to and use of the Portal.

**8.5. Company's duty to inform Designated Users.** The Company shall inform accordingly the Administrator and/or Designated User in accordance with applicable laws, including without limitation that:

- a) failure to provide such Personal Data may prevent access to the Portal;
- b) the conditions of Processing of the Administrator and/or Designated Users Personal Data to access and use the Portal will be governed by:
  - i) the "Privacy Information Notice related to Airbus Partner Portal" made available at the first registration and connection when the Administrator and/or the Designated User will access and use the Portal, as well as
  - ii) the other procedures and policies when applicable (e.g. Airbus Data classification, IT security and/or International aerospace quality group policy(ies) etc.) made available through the Portal;

**8.6. International Data transfers.** In the event access and use of the Portal by the Administrator and/or Designated User lead to a transfer of Personal Data in a country which does not offer an adequate level of protection according to the applicable personal data protection laws and regulations, including the EU GDPR and the UK GDPR (hereinafter "Third Country"), the Company agrees (i) to enter into and comply with the obligations set forth in the standard contractual clauses as set out by the European Commission [decision No 2021/914 of 4 June 2021] [[https://eur-lex.europa.eu/eli/dec\\_impl/2021/914/oj?uri=CELEX%3A32021D0914&locale=en](https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj?uri=CELEX%3A32021D0914&locale=en)] or any subsequent document adopted by the European Commission and/or as set out by any other competent personal data protection authority with the same purpose (such as UK International data transfer (addendum)) if applicable and (ii) implement any appropriate safeguards as necessary.

**8.7. Company's duty of assistance.** The Company further agrees to cooperate and provide to Airbus S.A.S. notably through its Administrator all the assistance needed to:

- a) implement all the relevant measures necessary to ensure that Airbus S.A.S. will comply with the privacy by design and privacy by default principles when providing access to the Portal to the Company Designated User;
- b) ensure that the Agreement is respected by the Administrator and/or Designated User;
- c) implement the security measures governing the access to and use of the Portal;
- d) respond to a request of an Administrator/Designated User in relation to the exercise of his/her rights in accordance with the Airbus Privacy Notice or relevant policies and procedures;
- e) respond to any claim of an Administrator/Designated User in relation to access to and the use of the Portal;
- f) provide any relevant information on the circumstances of any Administrator and/or Designated User's Personal Data Breach that occurred within the Company which may affect the access to and use of the Portal and implement all relevant measures to mitigate the damages which may result from such breach; and
- g) respond to any internal audit carried out by Airbus S.A.S. in accordance with its internal policies or an investigation of a Supervisory Authority or any other regulatory or judicial authority regarding the activity of the Administrator and/or Designated User on the Portal.

## Article 9. SANCTIONS AND EXPORT CONTROL LAWS

**9.1. General compliance.** The Company must act in compliance with, including not divert from, all applicable Sanctions and Export Control Laws. The Company must ensure that its supply chain and all third parties including, but not limited to, its customers, distributors, intermediaries, partners and relevant end-users, comply with Sanctions and Export Control Laws when dealing with Airbus Data and Services.

**9.2. Authorisations.** The Company acknowledges that performance by Airbus of its obligations under this Agreement remains subject to obtaining, and to the terms of, any required Authorisation. Airbus is not liable if an Authorisation is not granted, is granted with restrictions or limiting conditions and/or in a time frame not compatible with the timely performance of obligations under this Agreement, with delay or if an Authorisation fully or partially granted is suspended, revoked or not renewed.

**9.3. Import and re-export.** In the event all or part of Airbus Data or Services is subject to import restrictions in the country of Company or end-user and notwithstanding any other provisions of this Agreement, the Company is responsible for any relevant import Authorisation required for Airbus to deliver all or part of the Airbus Data or Services. It is the Company's responsibility to obtain all required Authorisations for the re-export/re-transfer of any Airbus Data or Services in compliance with Sanctions and Export Control Laws.

**9.4. Information exchange.** Each Party agrees to provide to the other Party with any information, declarations or certifications required by Sanctions and Export Control Laws and all information and/or documents necessary to obtain and to comply with any required Authorisation (including providing without delay in due time duly completed and signed end-user statements/certificates). When the Airbus Data or Services are subject to Authorisations, the Company undertakes to abide by the content of such Authorisations, including specific end-use/end-user and provisions/conditions. Prior to any change in the end-use/end-user or transfer of any Airbus Data or Services to any third party, the Company must notify Airbus thereof and follow the instructions given by Airbus.

**9.5. Specific legal requirements (e.g., ITAR).** Should the Company be subject to the requirements set out in ITAR Part 130 or be involved in providing services, including but not limited to, brokering activities or technical assistance as defined in Sanctions and Export Control Laws, the Company must comply therewith and is solely responsible thereof. The Company must provide Airbus with a copy of the Authorisations and with any declaration necessary for Airbus to comply with Sanctions and Export Control Laws.

**9.6. Company Data.** When the Company furnishes any Company Data or Services to Airbus under the Agreement, the Company must ensure the required Authorisation is obtained prior to the Delivery. In addition, the Company must provide such furnished Company Data or Service to Airbus together with all applicable export control information, including classification(s), the Authorisation number and a copy of the Authorisation, when applicable.

**9.7. Access to Export-Controlled Data.** Airbus prior approval is required for the Company and, if applicable, the Designated User to access any export-controlled Airbus Data or Services, for which export, re-export, transfer, re-transfer, import and related services are controlled under Sanctions and Export Control Laws ("Export Controlled Airbus Data and Services") and Airbus has the right to grant, refuse, suspend or revoke such access right at any time without notice in case of proven or suspected non-compliance with Sanctions and Export Control Laws. To access any Export Controlled Airbus Data or Services provided by Airbus, the Company and its Designated Users must complete and sign the "Compliance Declaration Template for Third Party Export Controlled Items Access Control".

**9.8. Prohibited use and transfers.** The Company must use the Airbus Data or Services exclusively for the scope of the Agreement and must not directly or indirectly sell, import, (re-)export, (sub)lease, (re-)transfer to, or operate or use the Airbus Data or Services in,

- a) any territory or country subject to Sanctions and Export Control Laws, and/or
- b) for the use or benefit of a Sanctioned Person, in each case, in violation of Sanctions and Export Control Laws.

**9.9. Due diligence and audit.** The Company undertakes to conduct appropriate due diligence to ensure that the use, sale, re-sale, export, re-export or otherwise transfer or re-transfer of Airbus Data or Services and other transactions carried out in relation with, or as a result of, transactions involving Airbus are consistent with this Article 9. The Company must provide any document or information requested by Airbus to perform its due diligence on sanctions and export control matters, and must inform Airbus of any change to, and of any error or mistake in, the information provided. The Company must also immediately inform Airbus in writing in case of a change in the end-user, end-use, Ownership and/or Control. The Company must allow Airbus to exercise audit rights at the Company's premises to assess compliance by the Company with its obligations under this Article 9.

**9.10. Sanctions Event.** Each Party represents to the other as at the date hereof that it is not a Sanctioned Person nor acting at the direction or on behalf of a Sanctioned Person. If, at any time following the signature of this Agreement,

- a) a Party becomes a Sanctioned Person or
- b) the performance of a Party's obligations under this Agreement would constitute a breach of Sanctions and Export Control Laws (each a "Sanctions Event"),

then any Party must promptly notify the other Party and the Parties must, to the extent permitted by applicable Sanctions and Export Control Laws, consult with each other with a view to mitigating the effects of such Sanctions Event.

The Party that has not become a Sanctioned Person as per a) above or, the Party whose performance under this Agreement would constitute a breach of Sanctions and Export Control Laws as per b) above (the "Non-Sanctioned Person"), has the right to suspend the performance of its obligations under this Supply Agreement, at any time and without liability towards the other Party, following the occurrence of a Sanctions Event. If performance of the obligations of the Parties cannot be lawfully resumed after the occurrence of a Sanctions Event, then either Party may terminate upon written notice to the other Party this Agreement at any time with immediate effect and without any liability for the Non-Sanctioned Person towards the other Party.

## **Article 10. ANTI-BRIBERY LAWS**

**10.1. General compliance.** In performing its obligations under the Agreement, the Company must comply with all applicable commercial and public anti-bribery laws ("Anti-Bribery Laws"). These include, without limitation, the U.S. Foreign Corrupt Practices Act of 1977, the UK Bribery Act of 2010, and the French Sapin II law of 2016.

**10.2. Prohibited conduct.** The Company must not, directly or indirectly, make corrupt offers of anything of value to anyone, including Government Officials, to obtain or keep business or to secure any other improper commercial advantage.

**10.3. Facilitation payments.** The Company must not make any facilitation payments, which are payments to induce officials to perform routine functions they are otherwise obliged to perform.

**10.4. Definition of Government Official.** For the purposes of this Article, "Government Officials" include any government employee, candidate for public office, and any employee of government-owned or government-controlled companies, public international organisations, or political parties.

## **Article 11. ANTITRUST LAWS**

**11.1 General compliance.** The Company must comply with all applicable antitrust laws in relation to this Agreement and any associated Contract. The Company is responsible for the conduct of its personnel and representatives and will indemnify and hold harmless Airbus against all consequences of any non-compliance.

**11.2 Notification of investigation.** Furthermore, the Company must promptly inform Airbus of any investigation or legal proceeding related to an alleged antitrust violation connected to its performance.



## **Article 12. WARRANTY DISCLAIMER**

**12.1. "As is" and "As available".** The Company acknowledges that, to the extent permitted by law, the Portal and all its content are provided on an "as is" and "as available" basis.

**12.2. No representation or warranty.** Airbus does not warrant that the Portal will meet the Company's requirements, or that its operation will be uninterrupted or error-free. Airbus makes no representation as to the accuracy or reliability of any information or results obtained through the Portal.

## **Article 13. LIABILITY**

**13.1. Limitation of liability.** Access to and use of the Portal, the Airbus Data, and any Database contained within it are performed at the Company's sole risk. Airbus is not liable for damages (including but not limited to as loss of Data, loss of use, financial loss, or any deterioration or infection of the Company's information technology equipment) arising from or in connection with the access, use, security failure, or unavailability of the Portal or its contents.

**13.2. Support for infringement claims.** Notwithstanding the above, Airbus agrees to support the Company's defense against any claim that alleges the normal use of the Portal infringes a third party's intellectual property rights. This support consists of answering the Company's reasonable information requests, provided the Company notifies Airbus in writing of such claim within fifteen (15) calendar days from the date it has knowledge of it.

**13.3. Company's retained liability.** Access to any Service is granted to ease collaboration and must not be construed as relieving the Company from any liability concerning its professional and business activities.

## **Article 14. INSURANCE**

**14.1. Obligation to insure.** At its own cost, the Company must subscribe to and maintain insurance policies needed for the coverage of its liabilities arising out of the Agreement.

**14.2. Level of coverage.** These policies must be with recognised insurance companies and provide for covers and amounts that are customarily set up for similar activities and commensurate with the potential for damages arising out of the Agreement.

## **Article 15. DURATION AND TERMINATION**

**15.1. Term.** These GTC will enter into force on the date of their execution by both Parties and will remain in effect until terminated in accordance with this Article.

**15.2. Termination for cause.** In the event of a breach of the Agreement by the Company, Airbus S.A.S. may be entitled, without prejudice to its other rights, to:

- a) immediately suspend the Company's access to all or part of the Portal, without prior notice; and/or
- b) terminate all or part of the Agreement by providing thirty (30) days prior written notice to the Company.

**15.3. Termination for force majeure.** 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.

**15.4. Consequences of termination.** Upon termination of this Agreement for any reason:

- a) The Company, its Administrator, and its Designated Users must immediately cease all access to and use of the Portal and the corresponding Services.
- b) At the discretion of Airbus S.A.S., the Company must promptly return or destroy all Airbus Data and Identification Codes it holds in relation to the terminated part of the Agreement.

**15.5. Effect on other Contracts.** The termination of these GTC will automatically terminate all Specific Terms

and Conditions entered into hereunder. However, the termination of this Agreement does not, in itself, affect the term of any separate Contract between the Parties.

## Article 16. MISCELLANEOUS

**16.1. Assignment and subcontracting.** 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.

**16.2. Amendments.** The Agreement cannot be modified except through a written amendment signed by the duly authorised representatives of both Parties.

**16.3. Severability.** Should any provision of the Agreement become prohibited or unlawful or unenforceable under any applicable law, 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. The Parties agree to replace such provision with another lawful provision having substantially the same effect.

## Article 17. LAW & JURISDICTION

**17.1. Governing law.** The Agreement is governed by French law. Any dispute related to this Agreement will be handled exclusively by the commercial courts and tribunals of Paris, France.

## Article 18. DEFINITIONS

Administrator	means the Company's employee(s) appointed by the Company to: <ul style="list-style-type: none"><li>a) represent the Company for the management of this Agreement; and</li><li>b) be responsible for ensuring Designated Users comply with this Agreement;</li></ul>
Agreement	means the combination of the following documents. If there is any conflict or inconsistency between these documents, they will apply in this descending order of priority: <ul style="list-style-type: none"><li>a) any Specific Terms and Conditions (for the specific Services they cover);</li><li>b) these General Terms and Conditions;</li><li>c) the Security Annex to these General Terms and Conditions; and,</li><li>d) any other related technical or functional document agreed to by the Parties;</li></ul>
Airbus	collectively Airbus S.A.S. and any other entity Controlling, Controlled by, or under common Control with Airbus SE;
Airbus Data	means all data, including any information that has been processed, organised, structured or presented in a given context as to make it useful, and material that Airbus provides to the Company through the Portal. This includes, but is not limited to: <ul style="list-style-type: none"><li>a) Proprietary, confidential, commercial, or technical information;</li><li>b) Intellectual property rights, methods, and know-how;</li><li>c) Proprietary or privileged technology and processes;</li><li>d) Internal facts and figures; and</li><li>e) Any related materials and documents.</li></ul>

Airbus Privacy Notice	means the Airbus privacy information notice available and accessible on the Airbus Partner Portal and which outlines to Administrator(s) and Designated Users about the processing of Personal Data which occur when accessing and using Airbus Partner Portal;
Airbus S.A.S.	means Airbus S.A.S., a French Société par Actions Simplifiée, 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 2, rond-point Emile Dewoitine, 31700 Blagnac, France;
Airbus SE	means Airbus Societas Europaea, a European public limited-liability company with its registered office (statutaire zetel) in Amsterdam, The Netherlands, its official address at Mendelweg 30, 2333 CS Leiden, The Netherlands, and registered with the Dutch Commercial Register (Handelsregister) under number 24288945;
Airbus Partner Portal or "Portal"	means the "Airbus Partner Portal," which is the proprietary, access-controlled information system from Airbus S.A.S. used to provide the Company with access to the Services under this Agreement, including the technical means and facilities for storage, processing and transmitting of Data (including servers, workstations, networks, Databases and computer programs) set up by Airbus S.A.S.;
Authorisation	means any export, re-export, transfer or re-transfer licences or other authorisations that may be required under Sanctions and Export Control Laws in connection with the performance of the Parties' obligations under the Agreement.
Company	means the company entering into these General Terms and Conditions as identified on the execution page of this document;
Company Data	<p>means all data, including any information that has been processed, organised, structured or presented in a given context as to make it useful, and material that the Company provides to Airbus through the Portal. This includes, but is not limited to:</p> <ul style="list-style-type: none"> <li>a) Proprietary, confidential, commercial, or technical information;</li> <li>b) Intellectual property rights, methods, and know-how;</li> <li>c) Proprietary or privileged technology and processes;</li> <li>d) Internal facts and figures; and</li> <li>e) Any related materials and documents.</li> </ul>
Contract	<p>means any present or future agreement between the Company and Airbus that is separate from the Agreement and that does not cover the use of the Portal. This includes, but is not limited to, documents such as a:</p> <ul style="list-style-type: none"> <li>a) Confidentiality agreement</li> <li>b) Call for tender exchange;</li> <li>c) Service or supply contract;</li> <li>d) Procurement or sale agreement;</li> <li>e) Co-operation or research agreement; or</li> <li>f) Maintenance contract.</li> </ul>

Control	<p>means the power for one entity to direct the management and policies of another. An entity has "Control" if it directly or indirectly meets any one of the following conditions:</p> <ul style="list-style-type: none"> <li>a) It holds the majority of voting rights in the other entity's governing body.</li> <li>b) It has enough voting rights to determine or block decisions made by the other entity's governing body.</li> <li>c) It has the power to direct the other entity's management, based on a contract or its governing documents (like articles of association or by-laws).</li> </ul> <p>The terms "Controlled" and "Controlling" are interpreted according to this definition.</p>
Data	means individually or collectively the Airbus Data and the Company Data;
Database	means any collection of works, data, or other materials available through the Portal that are arranged systematically and can be accessed individually by electronic or other means;
Designated User	means the employee of the Company authorised by an Administrator to access and use all or part of the Portal;
Identification Code	means confidential and personal identification code attached to each Administrator and Designated User and which formally identify each Administrator and Designated User accessing and using the Portal;
Ownership	means the direct or indirect possession, individually or in the aggregate, of 50% or more of the proprietary rights of a legal person or having majority interest in it. The term "Owned" shall be construed accordingly.
Party or Parties	means individually or collectively Airbus S.A.S. and/or the Company;
Personal Data	means any information relating to an identified or identifiable natural person, an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person (as defined in Article 8 "Privacy and Data Protection");
Sanctions or Export Control Authority	means any competent authorities of the European Union, the United States of America, the Republic of France, the Federal Republic of Germany, the Kingdom of Spain, the United Kingdom of Great Britain and Northern Ireland, and Canada in charge of the enactment, administration, implementation and enforcement of Sanctions and Export Control Laws applicable for this Agreement.
Sanctions and Export Control Laws	means any applicable laws or regulations which impose economic, financial or trade sanctions, embargoes or other restrictive measures, transfer, re-transfer, export, or re-export license or other Authorisations requirements,

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enacted, administered, implemented and/or enforced by any Sanctions or Export Control Authority.

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Sanctioned Person

means:

- a) any natural or legal person that is the target of any Sanctions and Export Control Laws; or
  - b) any legal person that is directly or indirectly Owned or Controlled by one or several person(s) designated under (a).
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Service(s)

means any and all online services made available to the Company through Airbus Partner Portal under the terms and conditions of the Agreement;

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Specific Terms and Conditions

means the terms and conditions under which Airbus S.A.S. grants access to specific Services to the Company;

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Airbus Information System

means the Airbus proprietary Information System with the technical means and facilities for accessing, processing, handling and/or storing Data;

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User Documentation

means the documentation describing how Administrators and Designated Users can connect to, access, and use the Portal and its Services. This documentation is available on the Portal and may be modified by Airbus S.A.S. from time to time.

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Made in:

On:

*In two original copies*

**The Company**

Name of the Company:

Type of the Company:

Created and existing under  
the laws of:

Registered under the number:

With its registered office at:

Duly represented by:

Title:

Signature