



GENERAL TERMS AND CONDITIONS

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ARTICLE 1: DEFINITIONS

Agreement	The agreement between the Parties shall be understood as including, in the following order of precedence, (i) Specific Terms and Conditions applicable to specific Services if any and to that extent only, (ii) these General Terms and Conditions, and any other relating functional or technical document agreed between the Parties, it being understood that, in the event of any inconsistency the former ranking document shall prevail over the following one(s) to the extent of such inconsistency.
Contracts	Any and all present and future contracts, agreements or letters, the terms of which imply a commitment of the Customer and/or EUROCOPTER GROUP other than related to the present Agreement, namely but without limitation: confidentiality agreements, contracts for the supply of services, procurement/sale agreements, aircraft purchase agreements, maintenance contracts.
Customer	The Customer entering into these General Terms and Conditions as identified on the execution page of this document.
Customer Data	Any and all data, information and other material made accessible and available by the Customer to EUROCOPTER GROUP through the Customer Portal.
Customer Portal	Secure area of Customer Portal, which access may be given by EUROCOPTER to the Customer.
Data	Collectively the EUROCOPTER GROUP Data and the Customer Data.
Databases	Any and all collections of independent works, data or other materials arranged in a systematic or methodical way and individually accessible by electronic or other means by the Customer through the Customer Portal.
Designated Users	Employees of the Customer authorized by the Focal Point or third parties duly empowered and expressly mandated by the Focal Point to act in its name and on its behalf to access and use the Customer Portal. The power of attorney shall be provided to EUROCOPTER upon request.
EUROCOPTER	EUROCOPTER , a French company with a share capital of Euros 581 614 047, registered in R.C.S of Aix-en-Provence under n° 352 383 715 and whose registered office is located Aéroport International de Marseille-Provence, 13725 Marignane Cedex, France

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EUROCOPTER GROUP	Collectively EUROCOPTER and the legal entities controlled by EUROCOPTER, the term "control" meaning the direct or indirect ownership of at least fifty percent (50%) of the voting stocks in such legal entities.
EUROCOPTER Data	Any and all data, information and material made accessible and available by EUROCOPTER GROUP to the Customer through the Customer Portal.
Focal Point(s):	Customer's employee(s) appointed by the Customer, entitled to represent the Customer for and in the management of the Agreement and responsible for the compliance by the Designated Users and the Customer's employees with the Agreement.
Services	Any and all on line services made available to the Customer through the Customer Portal under the terms and conditions of the Agreement.
Specific Terms and Conditions	Terms and conditions under which EUROCOPTER grants access to specific Services to the Customer.
System	Equipment set up by EUROCOPTER and enabling EUROCOPTER the Services on the Customer Portal through the Internet.
User Management Process	Process defined by EUROCOPTER and followed to manage the access to the Customer Portal. It defines documents, workflow and actors involved in the identity verification and in the access management. It must be followed by Customer and EUROCOPTER actors in order to ensure a secured protection of EUROCOPTER's and Customer's data. This process may be modified from time to time by EUROCOPTER and is available on the Customer Portal.

ARTICLE 2: PURPOSE / CONTRACTUAL DOCUMENTS

- 2.1 The purpose of these General Terms and Conditions is to define the terms and conditions under which EUROCOPTER authorizes the Customer to access and use the Customer Portal and to benefit from some of the Services offered through the latter.
- 2.2 Access to and use of certain Services may be subject to acceptance by the Customer of Specific Terms and Conditions.
- 2.3 The Customer Portal may be used by the Customer for the purpose of exchanging information with EUROCOPTER GROUP and specifically for the performance of the Contracts. The Agreement shall not be construed as interfering with the terms and conditions of any such Contracts. The terms and conditions of the Contracts shall in any case prevail over the terms of the Agreement.
- 2.4 The Customer and EUROCOPTER GROUP shall not exchange Data through the Customer Portal that are not necessary for professional or business purposes as mentioned in Article 2.3. Activities directly or indirectly related to spamming are prohibited on the Customer Portal.
- 2.5 Should there be a need for the Customer to use the Customer Portal in its quality of a customer of EUROCOPTER GROUP, then the Focal Point hereby guarantees that it is duly authorised by such Customer to request from EUROCOPTER an access to the Customer

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Portal and the use of the Services. The Agreement between EUROCOPTER and the Customer is entered into for the sole purpose of the use of Customer Portal and shall in no event be construed as a change to the contracts entered into by EUROCOPTER GROUP and the Customer and/or establish a direct contractual relationship between EUROCOPTER GROUP and the Customer other than the Agreement.

- 2.6 Without any existing contractual relationship between EUROCOPTER GROUP and the Customer, the General Conditions of Sale, as annexed to this Agreement, shall apply.

ARTICLE 3: EXTENT OF ACCESS TO AND USE OF THE CUSTOMER PORTAL

- 3.1 EUROCOPTER grants to the Customer, a worldwide, personal, non-exclusive and non-transferable right to access and use the Customer Portal and the Services, pursuant to the terms and conditions of and for the duration of the Agreement. The Customer shall not fully or partially assign, sublicense nor subcontract any of its rights and/or obligations under the Agreement, without the express prior written authorization of EUROCOPTER.
- 3.2 No right other than that provided in Article 3.1 above is granted by EUROCOPTER to the Customer under these General Terms and Conditions, and the Customer shall not, directly or indirectly, without limitation, extract, reproduce, represent, adapt, modify and/or translate, all or part of the Customer Portal, the System and/or the Databases, nor create any derivative work therefrom, nor use any and/or all of the aforesaid elements for any purposes other than those agreed upon between the Parties.
- 3.3 The Customer Portal, the System, the Databases and the EUROCOPTER GROUP Data shall remain the sole ownership of EUROCOPTER GROUP and/or its licensors.

ARTICLE 4: FOCAL POINTS AND DESIGNATED USERS

- 4.1 EUROCOPTER shall propose and make available to the Focal Point(s) and Designated Users online help explaining the correct use of the Customer Portal.
- 4.2 The Customer shall be solely responsible for the enforcement of the Agreement by its employees, including 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 informed for the purpose of the performance of the Agreement and that they shall abide by all its terms and conditions.
- 4.3 The Customer shall designate one Focal Point. EUROCOPTER may, at its sole discretion and upon the Customer 's request, authorise in writing the Customer to designate additional Focal Point(s), provided that the Customer defines non-overlapping areas and/or timeframes for each of the Focal Points, e.g. for different branches or sites of the Customer. It is understood that the Customer shall be solely responsible in the event of inconsistent instructions received from the Focal Points.
- 4.4 The Focal Point(s) shall have the capacity to represent the Customer with respect to the execution and performance of any contractual document related to the access, use and operation of the Customer Portal.
- 4.5 The Focal Point(s) shall appoint the Designated Users. Each Designated User shall be provided with a personal and confidential authentication certificate at EUROCOPTER's discretion, either by EUROCOPTER or by the Focal Point.
- 4.6 Each and every access, use and operation of the Customer Portal with an Identification Code shall be deemed to have been made by the corresponding Designated User.
- 4.7 The Customer shall ensure that:
- (I) each authentication certificate is used by the corresponding Designated User only and is personal to such Designated User;

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- (II) each personal authentication certificate shall not be communicated to any person other than the corresponding Designated User;
 - (III) each Designated User accesses and uses the Customer Portal in accordance with the specific rights he/she has been granted under the Agreement;
 - (IV) no third party can access the authentication certificate or the Customer Portal.
- 4.8 Should the Customer become aware of any potential risk that a authentication certificate could be or could have been disclosed to anyone other than the corresponding Designated User, then the Focal Point(s) must, without any delay, cancel the access to the Customer Portal in respect of such authentication certificate(s) and notify EUROCOPTER of such potential risk and of such cancellation of the authentication certificate(s), notwithstanding EUROCOPTER's rights to cancel such access. The Customer shall inform EUROCOPTER, without any delay, of (i) any modification in the professional situation of the Focal Point(s) and/or Designated Users, including without limitation leave or resignation from the Customer, (ii) the termination/expiration of any or all of the Contracts. In any of such cases, the Customer shall without delay cancel the access to the Customer Portal for the corresponding Designated Users, notwithstanding EUROCOPTER's rights to cancel such access.
- 4.9 Should any one of Designated Users and/or Focal Points not comply with any provision of the Agreement and/or any applicable laws and regulations, or should EUROCOPTER fear that his/her access may possibly result in a breach of the Agreement, including but not limited to confidentiality and/or security provisions and/or result in an illegal situation, EUROCOPTER shall be entitled, at any time, without prejudice to its other rights and without prior notice, to restrict or suspend access to all or part of the Customer Portal by any or all such Designated User(s) and/or Focal Point(s).

ARTICLE 5: ACCESS REQUIREMENTS

- 5.1 The Customer shall, at its own costs and under its sole responsibility and liability, procure, install and maintain the information technology equipment necessary to access the System and the Customer Portal. The Customer shall use all care and means available in the state of the art necessary to prevent intrusion of any third party and/or malicious codes into the System and/or the Customer Portal.
- 5.2 The Customer shall be responsible for obtaining and maintaining any relevant authorisations and/or accomplishing any and all relevant formalities necessary to have access to and benefit from the Customer Portal as well as for performing its own obligations under the Agreement and/or any applicable laws and regulations.
- 5.3 EUROCOPTER shall be entitled, without limitation for security purposes, to at any time modify or have the Customer modify, the Identification Codes. Any modification of such Identification Codes shall be notified by the modifying Party to the other Party.

ARTICLE 6: CHARACTERISTICS AND AVAILABILITY OF THE CUSTOMER PORTAL

- 6.1 EUROCOPTER shall make its reasonable efforts to provide the necessary means in order to make the Customer Portal accessible seven (7) days a week and twenty-four (24) hours a day. Should the access to or use of the Customer Portal be disturbed, EUROCOPTER shall take all reasonable and proper steps to restore the access to or use of the Customer Portal.
- 6.2 In this respect and without limitation, EUROCOPTER shall be entitled, at any time and without notification, to suspend, temporarily or permanently, access to all or part of the Customer Portal:

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- (i) in order to proceed with any maintenance of the System and/or updating of the Customer Portal, the Databases and/or the Data;
 - (ii) for security reasons;
 - (iii) in order to comply with any regulatory constraints and/or court injunction or decision.
- 6.3 Should EUROCOPTER foresee that the unavailability of the Customer Portal, in whole or in part, will exceed twenty-four (24) consecutive hours, EUROCOPTER shall make reasonable efforts to inform as promptly as possible the Customer, by whatever means, of such unavailability.
- 6.4 Without prejudice to any other provision of the Agreement, should the Customer be unable for any reason to access the Customer Portal for more than twenty four (24) consecutive hours and/or for a period incompatible with the performance schedule of a Contract requiring the use of the Customer Portal, the Customer shall inform EUROCOPTER and the Parties shall determine together alternative solutions, related but not limited to, the exchange of data.

ARTICLE 7: CONFIDENTIALITY

- 7.1 Unless otherwise agreed upon in the Agreement and/or the Contracts, and unless the same information may be accessed in the freely accessible public area of the Customer Portal, all information made available by the Customer and EUROCOPTER GROUP to each other through the Customer Portal shall be deemed confidential information and shall not be disclosed by the receiving party to any third party and shall not be used for any purpose other than those agreed upon by the Customer and EUROCOPTER GROUP, even for the receiving party's internal needs.
- 7.2 The Customer hereby authorises EUROCOPTER GROUP to disclose such information within EUROCOPTER GROUP, provided the EUROCOPTER GROUP legal entities exchanging such information have entered with each other into a confidentiality agreement.

ARTICLE 8: EXCHANGE OF DATA

- 8.1 As part of the Services, the Customer Portal enables the Customer and EUROCOPTER GROUP to exchange or have access to the Data, for the purpose of collaboration between the Customer and EUROCOPTER GROUP and/or performance of the Contracts.
- 8.2 The Customer shall have the right to access to and use the EUROCOPTER GROUP Data, and EUROCOPTER GROUP shall have the right to access to and use the Customer Data, solely to the extent defined in the Agreement and/or the Contracts.
- 8.3 Except as otherwise agreed in the Agreement and/or the Contracts, the Customer and EUROCOPTER GROUP may, during the term of the Agreement, for internal use only, adapt, translate, make hard copies and/or numeric reproductions of the Data received from the disclosing party, for the sole purpose of the Agreement and of, as the case may be, the performance of the Contract(s) or the collaboration of the Customer and EUROCOPTER GROUP. The Data received from the disclosing party, their hard copies and numeric reproductions, may be processed by and circulated worldwide only to the employees of the receiving party having a need to know the same for the purpose of the Agreement and of, as the case may be, the performance of the Contract(s) or the collaboration of the Customer and EUROCOPTER GROUP.
- 8.4 The Customer and EUROCOPTER GROUP shall ensure that all proprietary rights and confidentiality mentions stated on any original document are replicated on any reproduction made thereof. Any translation and/or adaptation shall expressly state that it is a derivative from the original document. The Customer and EUROCOPTER GROUP shall refrain from removing and/or altering any of these mentions.

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- 8.5 The Customer shall take care and use all means available in the state of the art at any time of the Agreement in order to prevent the Customer Data from creating permanent or temporary disturbance of the operation and/or the use of the System, the Customer Portal and/or the Database.
- 8.6 The Customer shall immediately notify EUROCOPTER of the occurrence or possible occurrence of any of the events referred to in Article 8.3 above. Should EUROCOPTER be aware of any of such aforesaid events, it shall be entitled, without notice and without prejudice to its other rights, to delete the implicated Customer Data from the System.
- 8.7 Taking into account the electronic nature of the Data exchanged through the Customer Portal, the Customer and EUROCOPTER GROUP agree to give to such electronic exchanges the same probatory value as exchanges made by registered mail.
- 8.8 Should any creation or development be made by the Customer when accessing and using the Customer Portal and/or exchanging Data with EUROCOPTER GROUP, then the rights of each party on such creation or development shall be determined pursuant to the corresponding Contract or Specific Terms and Conditions, if any.

ARTICLE 9: PRIVACY

- 9.1 EUROCOPTER and, when applicable, the Customer shall comply at all times with their obligations under any local law towards the relevant authority(ies) with regard to data protection principles, including any personal data files or personal data automated processing systems and shall inform each other of any information system evolution which could affect such obligations.
- 9.2 The Customer is hereby notified that EUROCOPTER GROUP may request personal data directly from the Focal Point(s) and the Designated Users for accessing and using the Customer Portal. The Customer shall inform the Focal Point(s) and the Designated Users (i) in accordance with applicable laws, and specifically with article 32 of the French law n°78-17 of January 6, 1978 modified when data are collected and/or processed in France, (ii) of the provisions of this Article 38 and their related rights.
- 9.3 The Customer undertakes, according to article 32 of the French law n°78-17 of January 6, 1978 modified, to inform the Focal Point(s) and the Designated Users that:
- (i) failure to provide such data may prevent access to the Customer Portal;
 - (ii) such personal data shall be used by EUROCOPTER GROUP for the sole purpose of (a) security, operation and maintenance of the Customer Portal and (b) the Services and/or communication to and information of the Focal Point(s) and the Designated Users in respect of the Customer Portal and the Services;
 - (iii) such personal data may be transferred to EUROCOPTER GROUP service providers or other EUROCOPTER entities throughout the world; and
 - (iv) they benefit from a right of access to and rectification of, their personal data archived by EUROCOPTER GROUP.
- 9.4 The Customer Portal requires a minimal configuration of the user workstation (like web browser version and settings or cookies). Those requirements are available on demand and within the Customer portal itself. The Customer recognizes that any Designated User that does not follow those requirements shall not have access to the Customer Portal. In such case, EUROCOPTER shall not be held responsible directly or indirectly for the access denied.
- 9.5 Personal data may be accessed by the Customer, Focal Points and/or Designated Users and, as the case may be, rectified upon written request to EUROCOPTER, Aéroport International de Marseille-Provence, 13725 Marignane Cedex, France. As the performance of the Agreement may imply cross-border transfer of personal data protected under French law, the Customer hereby declares that it is aware of (i) the Council of Europe Convention for the

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Protection of Individuals with regards to Automatic Processing of Personal Data, (ii) the European Directive n° 95/46/EC on the protection of individuals with regard to the processing of personal data and on the free movement of such data and (iii) French law n°78-17 of 6th January 1978 modified concerning data processing and liberties, and the Customer shall ensure that it remains aware of any further modification of the applicable laws in force and undertakes to respect the same.

ARTICLE 10: WARRANTY / LIABILITY

- 10.1 To the extent permitted by French law, the Customer acknowledges that the Customer Portal, including any and all of its supporting elements and contents, i.e. without limitation the System, the Databases and, unless otherwise stated in the Contracts, EUROCOPTER GROUP Data, are provided "as is" and "as available".
- 10.2 To the extent permitted by French law, EUROCOPTER neither warrants nor represents, without limitation, that (i) the Customer Portal, the System, the Services and/or the User Management Process will meet the Customer's requirements and expectations, nor will be uninterrupted, timely, secure or error-free, (ii) the results that may be displayed through the Customer Portal, the Data, Databases and/or any material obtained through the Customer Portal will be accurate, reliable or error free.
- 10.3 Access to and use of the Customer Portal are therefore performed at the Customer's sole risk and the Customer shall be solely responsible and EUROCOPTER shall not be liable for damages, on whatever grounds, including third parties' rights' infringement, arising out or in connection with access, use, computer intrusion, security failure, or unavailability of the Services, the Customer Portal and/or the materials contained therein or accessed there through. In no event, shall EUROCOPTER GROUP, their successive successors and assignees be liable for any damage, whether direct or indirect, such as but without limitation loss of data or of programs, loss of use, financial loss, any deterioration or infection by malicious codes of the Customer's information technology equipment (including but not limited to software, hardware, connections and/or any system or network).
- 10.4 Notwithstanding the preceding provisions, EUROCOPTER agrees to support the defence of the Customer against any claim alleging that the normal use by the Customer of the System infringes the intellectual property rights of any third party by answering the Customer's reasonable related information requests, provided the Customer notifies EUROCOPTER in writing of any such claim within fifteen (15) days from the date it has knowledge of the latter.
- 10.5 Should any provision of the Agreement become prohibited or unlawful or unenforceable under any applicable law actually applied by any court of competent jurisdiction, such provision shall, to the extent required by such law, be severed from the Agreement and rendered ineffective insofar as possible without modifying the remaining provisions. Where, however, the provisions of any such applicable law may be waived, the Parties hereby agree that they shall waive such provisions to the fullest extent permitted by such law, with the result that the provisions of the Agreement shall be valid, binding and enforceable. The Parties agree to replace, as far as practicable, any provision which is prohibited, unlawful or unenforceable with another provision having substantially the same effect (in its legal and commercial content) as the replaced provision, but which is not prohibited, unlawful or unenforceable. The invalidity in whole or in part of any provision(s) of the Agreement shall not void or affect the validity of any other provision.

ARTICLE 11: DURATION / TERMINATION

- 11.1 These General Terms and Conditions shall enter into force on the date of their execution by both Parties. The entry into force or termination of these General Terms and Conditions shall not interfere in any way with the term of any Contracts in force.

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The duration of any other contractual document entered into by the Parties as part of the Agreement shall be provided in the corresponding document. Should these General Terms and Conditions be terminated, all such documents shall, automatically and notwithstanding any other provision in the Agreement, be terminated concurrently therewith.

In the event of the Customer being in breach any of its obligations under the Agreement, EUROCOPTER shall be entitled, without prejudice to any of its other rights and without prior notice, to immediately and automatically suspend access to Customer Portal or terminate all or part of the Agreement.

- 11.2 Upon termination, for whatever reason, of all or part of the Agreement, the Customer shall immediately, at EUROCOPTER's discretion, (i) cease to access to the Customer Portal and/or the corresponding Service(s) and (ii) return or destroy, except in the event that a dispute arises or is raised between the Customer and EUROCOPTER GROUP under the Agreement or the Contracts, the Identification Codes as well as all EUROCOPTER GROUP Data the Customer may have held in the frame of the terminated part of the Agreement.
- 11.3 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 with immediate effect to the other Party.

ARTICLE 12: MISCELLANEOUS

EUROCOPTER is entitled to assign all or part of its rights and/or obligations under the Agreement to any legal entity controlled by EUROCOPTER.

EUROCOPTER is entitled to subcontract any of its obligations under the Agreement.

The Agreement shall not be modified except through a written amendment signed by the duly authorized representatives of both Parties.

ARTICLE 13: LAW - JURISDICTION

The Agreement is governed by French laws and the EXCLUSIVE JURISDICTION FOR ANY DISPUTE ARISING OUT OR IN CONNECTION WITH ITS EXISTENCE, VALIDITY, INTERPRETATION OR EXECUTION SHALL BE GIVEN TO THE COMMERCIAL COURTS AND TRIBUNALS OF MARSEILLE (FRANCE), WITH EUROCOPTER GROUP RESERVING THE RIGHT TO PETITION ANY OTHER COMPETENT COURT.

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Made in Marignane, on _____, in two originals*.

The Customer

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

Duly represented by

Name:

Title:

Signature:

EUROCOPTER

Duly represented by

Name:

Title:

Signature:

* For a better registration process, the Customer shall fax one duly informed and signed copy to the fax number mentioned herein below and mail two original duly informed and signed copies to EUROCOPTER at the following address within 21 days as from the date of facsimile:

Eurocopter
ESM Service Centre
Aéroport Marseille Provence
13725 Marignane Cedex
France
call.center@eurocopter.com
Phone : +33.4.42.85.97.97
Fax : +33.4.42.85.15.07

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