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## Skywise® Terms of Use (the “STU”)

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### 1. APPLICABILITY

**1.1** The STU define the terms and conditions under which Airbus authorizes Company to access and use Skywise and to benefit from some of the Services offered through Skywise. Capitalized terms are defined in Clause 20 “Definitions” hereafter.

**1.2** The commercial terms for the provision of Skywise Services (i.e. inter alia the scope of Services, consideration, contract term) are agreed in one or more separate Services Agreements concluded between Company and Airbus. The STU form an integral part of and are incorporated by reference in each Services Agreement.

In case of contradiction between the STU and the Service Agreement, the Services Agreement shall prevail over the STU.

Company acknowledges and agrees that the terms and conditions of the STU are in addition to the terms and conditions of the Service Agreement which includes the GTCS.

The STU are published and available online at <https://aircraft.airbus.com/en/services/enhance/skywise/skywise-platform-stu>. Company agrees that the STU, including its Annex “Skywise Security Measures”, may be updated, modified or extended from time to time by Airbus, who informs Company through the Customer Services Catalogue or any other catalogue or on Skywise or by a communication to the Administrator. Updated STU shall apply to Services Agreement in force unless Company issues a written refusal to the updated STU within one (1) month of the updated STU date to the following address:

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

Or [airbusworldadmin@airbus.com](mailto:airbusworldadmin@airbus.com)

In such a case, Service Agreement in force remains governed by the latest STU version which was accepted by Company.

**1.3** Company shall ensure that it and all its Users have read and understood the STU, including the privacy policy for Skywise accessible at <https://aircraft.airbus.com/en/services/enhance/skywise/skywise-privacy-policy-2020> and the Skywise Security Measures in the Annex to the STU, prior to the first access to Skywise and each time this STU and its associated terms are updated.

### 2. PREREQUISITES

Company represents that it has the authority to enter into the STU and shall ensure that all Users shall comply with the obligations set out herein.

Company shall, at its own costs and under its sole responsibility and liability, procure, install and maintain Company Systems and internet connectivity as necessary to access Skywise, and shall be responsible for the connection of its Company Systems to facilitate the Content transmission to Skywise. Content transmission shall be under the sole and exclusive responsibility of Company.

Company recognizes that access to and use of Skywise requires a minimum standard of technical requirements as set out in the Services Agreement.

Company shall be solely responsible for obtaining and maintaining any relevant authorizations and/or accomplishing any and all relevant formalities necessary to have access to and to use Skywise as well as for performing its own obligations under the Services Agreement and/or any applicable laws and regulations.

### 3. AIRBUS' PROPRIETARY RIGHTS

**3.1 Airbus ownership.** Airbus and its licensors own all rights, including all intellectual property rights, title and interest in and to Skywise, Airbus Systems, Airbus Content and the Services.

**3.2 License.** For the duration of the Term (as defined in Clause 17 “Duration/Termination”) and subject to the terms and conditions of the STU and the Services Agreement, Airbus grants Company, a personal, non-exclusive, non-transferable,

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limited right to access and use (i) Skywise, (ii) the Services and (iii) the Content provided thereon, including Airbus Content, and solely for Company's internal use of the Services and exclusively for the purposes of civil aviation. Any other rights are expressly excluded.

## **4. USE OF SKYWISE AND RESTRICTIONS**

**License restrictions.** Company shall access Skywise and the Services solely through the internal portal and URL, mobile application or other means specified by Airbus. Unless otherwise mutually agreed in writing in the Services Agreement, Company, shall not, and shall not authorize a third party to, without limitation, (i) extract, all or any part of Skywise, or create any derivative work from all or part of Skywise; (ii) reverse engineer, decompile, disassemble or transform, in any way the object code of Skywise into source code or in any other way attempt to discover, copy, transfer or distribute source code or underlying ideas or algorithms of Skywise; (iii) provide, distribute, sublicense, assign, share, sell, rent, lease, loan, use Skywise for time sharing or service bureau purposes or otherwise allow others to use Skywise or the right to use Skywise in any way for the benefit of third parties; (iv) delete or modify any copyright, *droits d'auteur*, trademark or any other proprietary right notice or logo of Airbus or its suppliers; (v) use any data mining, robot, automatic extraction tool or any similar data extraction process or copy all or part of Skywise; (vi) bypass or circumvent any measures employed to prevent or limit access to Skywise; (vii) link to any portion of Skywise for any purpose; (viii) list or otherwise display or copy any code of Skywise; (ix) use any device, software or routine that interferes or attempts to interfere with the normal operation of Skywise or take any action that imposes an unreasonable load on Airbus equipment; (x) perform benchmark tests without prior written consent of Airbus; (xi) decompile or adapt the Services or any part of Skywise nor integrate all or part of the Services or Skywise in any manner whatsoever into another software product; or (xii) use Skywise for any purposes other than those expressly authorized by the STU and the applicable Services Agreement.

Extraction by Company of Company Content from Skywise shall be subject to a separate Service Agreement to be agreed between Company and Airbus and such extraction shall only be conducted through allowed means (APIs, connectors or similar option) provided by Airbus as part of Skywise.

Neither the Company nor its Users shall be entitled to access or use Skywise in any country with data localization laws that would require the Company's environment to be hosted in said country.

## **5. OPERATION OF SKYWISE**

**5.1 Airbus Systems Management.** Unless otherwise specified in the Services Agreement, Airbus has and retains sole control over the operation, provision, maintenance and management of the Services and Airbus Systems, including: (i) selection, deployment, modification and replacement of Skywise and other relevant software; and (ii) performance of any maintenance, upgrades, corrections and repair of the foregoing.

**5.2 Modifications and suspension.** Airbus reserves the right at any time and from time to time to modify, discontinue or temporarily suspend access to Skywise (or any part thereof) including, without limitation, the right to delete, modify and/or vary any elements, features and functions of Skywise. Airbus will make reasonable efforts to provide notice to Company prior to any suspension, discontinuance, or modification, if such suspension, discontinuance or modification materially affects Company's access to Skywise. Notwithstanding the foregoing, if such suspension or discontinuation is a result of Company's and/or its User's breach or suspected breach of the STU or the Services Agreement, or is required by applicable laws and regulations, Airbus shall be under no obligation to provide Company prior notice. Company agrees that Airbus shall not be liable to Company for any modification, suspension or discontinuance of Skywise.

## **6. COMPANY'S CONTENT**

### **6.1 Company Content**

6.1.1 In connection with any Content made available by the Company and/or Users on Skywise, including Company Content and Company Feedback, Company affirms, represents and warrants that (i) Company owns or has the necessary licenses, rights, consents and permissions to use, in accordance with the manner contemplated by these STU, and (ii) acknowledges that it is responsible for the legality, reliability, accuracy, appropriateness, originality and copyright of any Company Content and/or Company Feedback.

Airbus disclaims any and all liability or responsibility which may arise from any Company Content or any Company Feedback shared on Skywise by the Company.

6.1.2 Airbus has no obligation to store Company Data and Company Derived Data in Skywise and reserves the right to delete or decommission all or part of such data at any point in time.

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6.1.3 In any event, when Company shares data, the receipt and use of Company Data does not constitute approval of Company's operations

When Company is an airline or an MRO, the receipt and use by Airbus of Company Data does not constitute approval of Company's aircraft operations and/or maintenance either in general or particularly. Company shall remain solely liable for operations and maintenance of any aircraft.

Airbus expressly disclaims any and all liability thereabove.

**6.2 License on Company Data and on Company Feedback.** Company hereby grants to Airbus and Airbus Representatives for the Term a non-exclusive, worldwide, royalty-free, limited license to use, analyze, aggregate, process, duplicate, transfer, and modify Company Data and/or Company Feedback or, combine Company Data and/or Company Feedback with other data and develop derivative works with such Company Data and/or Company Feedback for the purpose of providing the Services, access to Skywise, creating Airbus Derived Data and for the development of solutions, services and/or activities related to aircraft, including, without limitation, analytics, benchmarks, purposes aiming at improving the reliability, maintenance, operational availability, cost of operation, safety and/or security of aircraft, support activities, design, production, operations, logistics and/or maintenance of aircraft, systems, engines, parts, structure and cabins, the performing of root cause analysis, the design and provision of products, services, service bulletins and technical assistance.

**6.3 License on Company Derived Data.** Company hereby grants to Airbus and Airbus Representatives, for the Term, a non-exclusive, worldwide, royalty-free, limited license to use the Company Derived Data for the sole and exclusive purpose of providing the Services.

**6.4 Restrictions Related to Company Content.** Company shall not submit, upload, distribute or otherwise publish or make available through Skywise any Content that (i) is false, obscene or otherwise objectionable; (ii) may contain malicious programs (e.g. viruses, worms, Trojan horses, e-mail bombs, etc.), political campaigning, chain letters, mass mailings, or any form of "spam"; (iv) advertises or solicits business; (v) could damage Airbus or any third party.

Airbus does not undertake or assume any duty to monitor Skywise for inappropriate or unlawful Content unless required to do so by applicable laws or regulations and Company is solely responsible and liable for all Content it makes available through Skywise.

## **7. THIRD PARTY SOFTWARE**

Company acknowledges that Skywise and Skywise Services may contain Third Party Software. Clause 11.1 "License and conditions of use of IP Rights" of the GTCS shall apply mutatis mutandis to Third Party Software.

## **8. ADMINISTRATORS AND USERS**

**8.1 Administrator's role.** Company shall appoint a minimum of one (1) Administrator duly empowered to represent Company (i) for and in the management of the STU, (ii) with respect to execution and performance of any contractual document related to Skywise, the STU and any update of the STU, including the data privacy policy for Skywise and of the Annex Skywise Security Measures attached hereto, and (iii) regarding the designation of Users to be authorized to access and use Skywise. Administrators shall be responsible for the compliance by the Users with the STU and any Services Agreement, notably by making them available to the Users and enforcing adherence to the provisions therein.

Unless otherwise stated in the Services Agreement, Company may designate Company's Contractor and/or staff members of Company's Contractor as Users to access and use Skywise in the name and on behalf of Company, in the frame of the STU and of the Services Agreement, provided that Company shall (i) make the STU available to Company's Contractor, and (ii) enforce adherence with and execution of the STU by Company's Contractor. Company shall be responsible for the compliance by Company's Contractor with the STU and the Services Agreement.

**8.2 Identification Code.** Each User shall be provided with an Identification Code, at Airbus' discretion, either by the Administrator, or by an independent, reputable and reliable organization approved by Airbus.

The rights granted to Company under the STU and the Services Agreement are conditioned upon the following:

- i. each Identification Code is used by the corresponding User only and is personal to such User;
- ii. an Identification Code shall not be communicated to or shared with any person other than the corresponding User;
- iii. the access rights granted to each User shall cover only those functions necessary to carry out their allotted tasks, and that each User shall access and use Skywise in accordance with the specific rights the User has been granted under the Services Agreement;
- iv. no one other than the User can access Skywise with such User's Identification Code;

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- v. Users shall always comply with applicable laws and regulations when using Skywise; handle all Airbus Confidential Information confidentially in accordance with Clause 11 “Confidentiality” of the STU; prevent unauthorized access to Skywise; and remain accountable for complying with these STU;
- vi. Users will never:
  - use Skywise for any activity or behavior which is illegal, non-business related, offensive, conflicts with Airbus interests, damages Airbus, affects third party interests or privacy, or is otherwise inappropriate;
  - change in any way the configuration of Skywise (except for customizations to its user interface as allowed by the functionalities of Skywise) without prior written authorization of Airbus; or
  - continue using Skywise when they are no longer entitled to do so.
- vii. Users are properly trained, qualified, committed, and supported to comply with the STU.

Should Company become aware of any potential risk that an Identification Code is or could have been disclosed to anyone other than the corresponding User, then the Administrator shall, without delay, cancel access to Skywise in respect of such Identification Code and notify Airbus of such potential risk and of such cancellation of the Identification Code, notwithstanding Airbus rights to cancel such access.

**8.3 Management and access rights.** Company shall ensure that Administrator customize access rights to Services on Skywise for each User and manage those access rights to take into account, without limitation, User’s change of position, leave or resignation from Company.

## **9. LINKS TO WEBSITES**

Skywise may contain hyperlinks to other websites, operated by Affiliates or by other third parties.

Airbus shall not be responsible or liable, directly or indirectly, and Company shall bear all risk for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any Content, goods or services available on or through such websites.

## **10. DATA PRIVACY**

**10.1** For the purpose of this Article 10, the capitalized terms “Controller”, “Personal Data”, “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 (“General Data Protection Regulation” or “GDPR”).

**10.2** Airbus and the Company agree that they are acting respectively as separate data Controllers regarding the Processing of Administrator and/or Users Personal Data for the purpose of this STU and to comply at all times with their obligations under GDPR as well as applicable national personal data protection laws and regulation (collectively referred as “Personal Data Protection Laws and Regulations”) for the term of the STU.

**10.3** In order to provide access to Skywise for Users as set forth in the STU, Airbus may collect directly and/or indirectly Personal Data (e.g. with regard to log-in data or User data, or other Data Subject(s) data) as Controller from the Administrator and/or the designated Users under the conditions of the privacy information notice available at: <https://core.skywise.com/workspace/documentation/product/skywise/privacypolicy>. In case Personal Data is obtained indirectly by Airbus from the Company, notably from Administrator, the Company hereby represents and warrants that the Personal Data of the Users selected by the Administrator to access and use Skywise have been collected, processed and shared with Airbus by the Company in compliance with applicable Personal Data Protection Laws and Regulations and in particular with the information right of the User.

**10.4** The Company agrees to inform promptly Airbus in case of any change related to the Personal Data shared with Airbus for the purpose of the access and use of Skywise by the relevant Administrators and/or Users and more generally any change regarding Administrators and Users that need to access and use Skywise.

**10.5** The Company shall inform accordingly the Administrator and/or Users in accordance with applicable Personal Data Protection Laws and Regulations, including without limitation that

- i. failure to provide such Personal Data may prevent access to Skywise;

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- ii. the conditions of Processing of the Administrator and/or Users Personal Data to access and use Skywise will be governed by (a) the “privacy information notice related to Skywise” made available at the first registration and connection to Skywise by the Administrator and/or Users as well as (b) the other procedures and policies when applicable accessible through Skywise.

**10.6** The Company further agrees to cooperate and provide to Airbus notably through its Administrator all the assistance needed to:

- i. implement Skywise security measures governing the access and usage of Skywise and any other relevant measures necessary to ensure complying with the privacy by design and privacy by default principles to the Company Users;
- ii. respond to a request of an Administrator/User in relation to the exercise of his/her rights in accordance with Airbus privacy information notice related to Skywise or relevant policies and procedures;
- iii. respond to any claim of an Administrator/User in relation to the usage of Skywise;
- iv. provide any relevant information on the circumstances of any Administrator and/or Users Personal Data Breach occurred within the Company which may affect the access and usage of Skywise and implement all relevant measures to mitigate the damages which may result from such breach;
- v. respond to any internal audit carried out by Airbus 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 User on Skywise.

**10.7** In the event and to the extent that the use of Skywise by Company implies further personal data processing under other qualification between the Parties than separate data Controllers as set out above and/or cross border Personal Data transfer, the Parties agree to comply with the obligations as requested by applicable personal data protection laws and regulations and to enter into appropriate personal data provisions and/or standard contractual clauses for the transfer of personal data to third countries as set out by the European Commission [decision No. C (2021) 3972 of June 4, 21] with Airbus or any similar document with the same purpose as required by any competent local authority in the relevant Service Agreement.

## **11. CONFIDENTIALITY**

**11.1 Confidentiality Obligations.** Within the context of the performance of the STU and/or Services Agreement, the Parties may have access to Confidential Information pertaining to one another.

**11.2** In the event of specific terms and conditions related to confidentiality signed and in force between the parties (either in a non-disclosure agreement or a Service Agreement), these terms and conditions shall govern the relationship between the Parties concerning the exchange of Confidential Information under this STU and/or other Services Agreement and shall remain in full force and effect until the Term or termination. The Parties acknowledge and agree that this STU, the Services Agreement and their content constitute Confidential Information.

**11.3** In the absence of any confidentiality agreement, the below shall apply:

11.3.1 The Parties agree to protect the Confidential Information of the disclosing Party with, at least, the same degree of care as it uses to protect its own Confidential Information, but in no instance shall such standard be less than reasonable care.

11.3.2 Unless otherwise set forth in the STU or in a Services Agreement, the Parties shall limit access to Confidential Information of the other Party to their employees and/or subcontractors solely and/or, for Airbus, to Airbus Representatives for the purposes set forth in the STU and the Services Agreement.

11.3.4 The obligations of the Parties to maintain confidentiality shall survive the Term, for a period of five (5) years from the date of termination or expiration of the last Service Agreement in force between the Parties.

11.3.6 When disclosure of such Confidential Information is required pursuant to any mandatory governmental, regulatory or legal requirement imposed upon the receiving Party, the receiving Party shall, if permitted under applicable law, regulation and such governmental, regulatory or legal requirement, give the disclosing Party prompt notice of any request for such disclosure, in due time, so that the disclosing Party may seek an appropriate protective order.

## **12. ANTITRUST**

Company, its executives, employees, agents and any individuals or companies that may be involved in the execution and/or the performance of the STU and relevant Services Agreement shall comply with all antitrust laws and regulations applicable to the performance of its obligations and activities under the STU and the Services Agreement, and Company shall hold Airbus harmless and fully indemnified for the consequences of any non-compliance with such anti-trust laws and regulations

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by Company, its executives, employees, agents and any individuals or companies that may be involved in the execution and/or performance of the STU and relevant Services Agreement.

Company shall give notice immediately to Airbus of any investigation or legal proceeding initiated against Company, its executives, employees, agents and any individuals or companies that may be involved in the execution and/or the performance of the STU and the relevant Services Agreement relating to an alleged violation of anti-trust laws and regulations with respect to the execution and/or the performance of the STU and relevant Services Agreement.

## **13. ACKNOWLEDGEMENT AND WARRANTY DISCLAIMER**

**13.1 ACKNOWLEDGEMENTS.** COMPANY ACKNOWLEDGES THAT (I) AIRBUS RELIES ON THIRD-PARTY SYSTEMS, EQUIPMENT AND NETWORKS FOR COMMUNICATIONS AND CONNECTIVITY, AND THAT THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN INTERRUPTIONS IN SERVICES, LOSS OR CORRUPTION OR DISCLOSURE OF CONTENT; (II) THERE ARE RISKS INHERENT IN MAINTAINING COMPANY CONTENT IN A REMOTE SERVER AND SOFTWARE NETWORK (“CLOUD-BASED”) ENVIRONMENT, INCLUDING THE RISK OF HACKING OR OTHER UNAUTHORIZED THIRD-PARTY ACCESS TO THE COMPANY CONTENT; (III) AIRBUS CANNOT ALWAYS ANTICIPATE TECHNICAL OR OTHER DIFFICULTIES WITH THE SERVICES, EITHER PRESENTLY OR AS THEY EVOLVE; THE SERVICES MAY CONTAIN BUGS, ERRORS OR OTHER PROBLEMS AND (IV) IN ORDER TO PROVIDE THE SERVICES HEREUNDER AND/OR THE SERVICES AGREEMENT, AIRBUS WILL USE THE SERVICES OF THIRD-PARTY PROVIDERS AND LICENSORS, INCLUDING THIRD PARTY SOFTWARE AND EQUIPMENT, HOSTING SERVICES, AND OTHER SIMILAR SERVICES. AIRBUS IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

COMPANY ACKNOWLEDGES AND AGREES THAT AIRBUS DOES NOT HAVE CONTROL OVER THE QUALITY, ACCURACY, COMPLETENESS, VERACITY OR LEGALITY OF ANY COMPANY CONTENT OR ANY THIRD PARTY CONTENT. ANY ANALYTIC TOOLS PROVIDED THEREIN ARE INTENDED TO BE AN INFORMATION SOURCE ONLY AND IF COMPANY RELIES ON SKYWISE AND ON ANY CONTENT AVAILABLE THROUGH SKYWISE, COMPANY DOES SO SOLELY AT ITS OWN RISKS.

**13.2.** WHEN COMPANY IS AN AIRCRAFT OPERATOR, OWNER, MRO AND/OR PROVIDES SERVICES DIRECTLY OR INDIRECTLY IN RELATION WITH AIRCRAFT:

- i. THE ACCESS TO SKYWISE GRANTED BY AIRBUS TO COMPANY AND THE PROVISION OF COMPANY DATA TO AIRBUS SHALL NOT BE CONSTRUED AS RELIEVING THE COMPANY FROM ANY LIABILITY WITH RESPECT TO ITS OPERATIONS;
- ii. COMPANY IS NOT RELIEVED FROM ANY LIABILITY WITH RESPECT TO THE AIRCRAFT, NOTABLY THEIR OPERATION, MAINTENANCE, AIRWORTHINESS, CONFIGURATION OR WITH RESPECT TO THE USE OF THE DATA GENERATED BY SUCH AIRCRAFT; AND
- iii. SUBJECT TO APPLICABLE LAWS, REGULATIONS, GOVERNMENTAL REQUIREMENTS AND THE SERVICES AGREEMENT, AIRBUS SHALL IN PARTICULAR BE UNDER NO OBLIGATION TO ANALYZE ANY CONTENT AND/OR MAKE REPORTS TO THE COMPANY, INCLUDING WITH REGARD TO SAFETY-RELATED CONCERNS.

**13.3 WARRANTY DISCLAIMERS.** AIRBUS GIVES NO WARRANTY NOR REPRESENTS, WITHOUT LIMITATION, THAT (I) SKYWISE WILL BE UNINTERRUPTED, TIMELY, OR FREE FROM MATERIAL DEFAULTS AND ERRORS OR COMPLETELY SECURE; (II) CONTENT, INCLUDING ANALYTICS, DISPLAYED THROUGH SKYWISE, WILL BE ACCURATE, UP TO DATE OR RELIABLE; AND (IV) ANY CONTENT COLLECTED, PROCESSED AND USED VIA SKYWISE, INCLUDING COMPANY CONTENT, WILL NOT BE OTHERWISE LOST OR DAMAGED.

## **14. INDEMNIFICATION**

**14.1 Airbus' obligation to indemnify.** Airbus shall defend Company against any third party claim alleging that the use of Skywise or Services by the Company as permitted under the STU and the Services Agreement infringes the intellectual property rights of any third party and shall indemnify Company from the damages, liabilities, costs and expenses finally awarded by a court to such third party claiming infringement or the settlement agreed to by Airbus, provided that Company: (i) notifies Airbus in writing of any such claim within fifteen (15) days from the date it receives notice of the claim (or sooner if required by applicable law); (ii) gives Airbus sole control over the defense and any settlement negotiations; (iii) refrains from admitting any liability or making any payment or assuming any expenses, damages, costs or royalties or otherwise acting in a manner prejudicial to the defense or denial of such suit or claim provided always that nothing shall prevent the Company from paying such sums as may be required in order to obtain the release of a concerned aircraft, provided such payment is accompanied by a denial of liability and is made without prejudice; (iv) acts, in such way as to mitigate damages and/or reduce the amount of royalties that may be payable as well as to minimize costs and expenses; and (v) gives Airbus

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the information, authority and assistance Airbus needs to defend against or settle the claim. Company may choose to appoint its own legal counsel within the context of the claim, at Company's expense.

**14.2. Airbus' Exclusions.** Airbus will not indemnify Company in the event: (a) Company uses Skywise outside the scope of use; (b) the infringement claim is based on any Content not furnished by Airbus or any Content from a third party portal or other external source that is accessible to Company within or from Skywise (e.g. hyperlink); or (c) the infringement claim is based on the combination of Skywise (or any data provided therein) with any products or services not provided by Airbus. Airbus' obligations and Company's remedies hereunder shall be conditional upon the strict and timely compliance by Company with the terms of the STU and are exclusive and such remedies as set forth under Clause 14.1 "Airbus' obligation to indemnify" above are Company's sole and exclusive remedies for any third-party claims of infringement of intellectual property rights by Skywise or the Services.

**14.3 Company's obligation to indemnify.** Company shall defend Airbus against any third party claim alleging that the use of Company's Content by Airbus as permitted under the STU infringes the intellectual property rights of any third party and shall indemnify Airbus from the damages, liabilities, costs and expenses finally awarded by a court to such third party claiming infringement or the settlement agreed to by Company, provided that Airbus: (i) notifies Company in writing of any such claim within fifteen (15) days from the date it receives notice of the claim (or sooner if required by applicable law); (ii) gives Company sole control over the defense and any settlement negotiations; (iii) refrains from admitting any liability or making any payment or assuming any expenses, damages, costs or royalties or otherwise acting in a manner prejudicial to the defense or denial of such suit or claim provided always that nothing shall prevent Airbus from paying such sums as may be required in order to obtain the release of a concerned aircraft, provided such payment is accompanied by a denial of liability and is made without prejudice; (iv) acts, in such way as to mitigate damages and/or reduce the amount of royalties that may be payable as well as to minimize costs and expenses; and (v) gives Company the information, authority and assistance Company needs to defend against or settle the claim. Airbus may choose to appoint its own legal counsel within the context of the claim, at Airbus' expense.

**14.4. Company's exclusions.** Company will not indemnify Airbus in the event: (a) the infringement claim is based on the combination of Company's Content with any products or services provided by Airbus to the Company under a Service Agreement, but only to the extent the alleged infringement would not have occurred but for such combination or (b) if Airbus has used Company Content not in compliance with the terms and conditions of the STU and the Services Agreement, but only to the extent the alleged infringement would not have occurred but for such use.

## 15. INSURANCE

Company shall maintain adequate insurance with respect to the undertakings of Company under this STU and the Services Agreement and shall provide, upon Airbus' request, certificates of insurance from Company's insurance company, in English, evidencing such insurance coverage, acceptable to Airbus.

## 16. INFORMATION SYSTEM SECURITY

The obligations of Airbus and of the Company with regard to Security measures applicable to Skywise are provided in the Annex "Skywise Security Measures" attached hereto.

## 17. DURATION AND TERMINATION

Unless otherwise agreed in the Services Agreement, the STU shall be in force from the date of signing of the first Services Agreement or the date of Company's first access to Skywise, whichever is earlier, and shall remain in force as long as any Services Agreement is in force or unless earlier terminated in accordance with the Service Agreement (the "Term").

In the event either Party breaches a material term of the STU and fails to correct the breach within sixty (60) days from the date of written notice of the breach sent to the breaching Party by the other Party, then the breaching Party shall be deemed in default and the provisions of the relevant Services Agreement applicable to termination shall apply.

Upon expiration or termination, for whatever reason, of all or part of any Services Agreement, and unless otherwise agreed in such Services Agreement, Company shall immediately, at Airbus' discretion, (i) cease to access and use the corresponding Services; (ii) cease to access Skywise if no Services Agreement is in force; and/or (iii) return or destroy, any data and Content Company may possess from Skywise in the frame of the terminated or expired Services Agreement.

For a period of up to thirty (30) days after the termination of any Services Agreement, (i) Company may request from Airbus, and Airbus will deliver within sixty (60) days of receipt of such request, a copy of the Company Data residing on Skywise and provided by the Company under the terminated Skywise Services Agreement, to the extent that Airbus has retained such Company Data. Company agrees and acknowledges that Airbus has no obligation to retain Company Data while the Services

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Agreement is in force nor after its termination and that such data may be irretrievably deleted after sixty (60) days following the termination or expiration of the applicable Services Agreement (ii) Company shall erase or destroy all Company Data and/or Company Derived Data retained by the Company in its private area as defined in the Service Agreement.

Sections that survive termination or expiration of the STU are those related to liability, indemnification, intellectual property ownership, export control and others which by their nature are intended to survive.

## 18. MISCELLANEOUS

**Subcontractors.** Airbus may appoint sub-contractors, suppliers, agents, Affiliates or partners to host, perform, modify, improve, enhance, or otherwise operate Skywise and provide Services.

**No third-party beneficiaries.** Except as otherwise provided herein or in the Services Agreement, nothing in the STU or in the Services Agreement shall be construed as granting, directly or indirectly, any rights to any third parties, and third parties are not allowed to enforce any of the provisions herein against Airbus.

**Interpretation.** Unless the context of the STU or the Services Agreement clearly requires otherwise: (i) the singular shall include the plural, and the plural shall include the singular; (ii) the words “includes” and “including” shall mean “including without limitation;” (iii) words such as “hereof”, “herein”, “hereunder” and similar words refer to the STU as a whole and not any particular section in which such words appear.

## 19. GOVERNING LAW AND JURISDICTION

The governing law and jurisdiction of the Services Agreement shall apply mutatis mutandis to the STU.

In the event there is no Services Agreement or the Services Agreement is silent with regard to governing law and jurisdiction, the STU shall be governed by, subject to and construed and the performance thereof shall be determined in accordance with the laws of France.

In case of dispute arising out of or in connection with the STU or any Services Agreement, Airbus encourages Company to contact Airbus first at the following addresses: [software-and-services.alerts@airbus.com](mailto:software-and-services.alerts@airbus.com) and [supplier.servicedesk@airbus.com](mailto:supplier.servicedesk@airbus.com), in order to find an amicable solution. If no amicable solution can be reached, any dispute arising out of or in connection with the STU shall be determined and settled by arbitration under the current Rules of Arbitration of the International Chamber of Commerce. The place of arbitration shall be Paris, France. The language to be used in the arbitral proceedings shall be English.

Nothing in the STU shall prevent any Party seeking injunctive relief or other interim measures of protection in any court of competent jurisdiction.

## 20. DEFINITIONS

“**Administrator**” shall mean any User being an employee of Company, appointed and duly empowered by Company to represent Company as set out in Clause 8 “Administrators and Users” of the STU.

“**Affiliate**” shall mean, with respect to Airbus, any other person or entity directly or indirectly controlling or controlled by or under common control with Airbus.

“**Airbus**” shall mean Airbus SAS, a French simplified stock corporation (société par actions simplifiée), registered with the Trade and Companies Registry of Toulouse (France) under No. 383 474 814 and having its registered office at 2, rond-point Emile Dewoitine, 31700 Blagnac, France.

“**Airbus Content**” shall mean Airbus Data and Airbus Derived Data.

“**Airbus Data**” shall mean (i) all Content incorporated in and made available via Skywise (other than Company Content and Third-Party Software), and/or (ii) any Content provided by or created by Airbus and/or its licensors under the STU and/or the Services Agreement.

“**Airbus Derived Data**” shall mean Content derived or generated by Airbus or Airbus Representatives, whether directly or by or through their provision of the Services, through: (i) analysis, aggregation, anonymization and/or other processing of Company Data and/or Third-Party Software; and/or (ii) monitoring or other observation of any use of Skywise by Company, its Users, or any other user, provided in each case that any underlying Company Data has been anonymized and/or aggregated so that it cannot be identified. For the avoidance of doubt, “Airbus Derived Data” cannot be qualified as Company Content.



# AIRBUS

“**Airbus GTCS**” or “**GTCS**” shall mean the General Terms and Conditions of Supply of Airbus, which are incorporated by reference to the Services Agreement, available online at: <https://www.airbus.com/general-terms-and-conditions-of-supply.html> and governing the supply of Services by Airbus to the Company under any Services Agreement.

“**Airbus Representatives**” shall mean Affiliates, Airbus’ and/or Affiliates’ suppliers, co-contractors, partners, advisors and agents, and/or their own suppliers, in the frame of their mission for Airbus and/or Affiliates.

“**Airbus Systems**” shall mean Airbus’ information technology infrastructure and software platforms, including Skywise, Airbus Content, Documentation, computers, software, hardware, application, databases, electronic systems (including database management systems) and networks related thereto, whether accessed directly by Company or through the use of third-party services.

“**Company**” shall mean the company authorized by Airbus to access and use Skywise under these STU and having in force one or more Services Agreement with Airbus for the provision of Skywise Services.

“**Company Content**” shall mean Company Data, Company Derived Data and Company Feedback.

“**Company’s Contractor**” shall mean one or several affiliates (i.e. an entity directly or indirectly controlling or controlled by or under common control with Company), suppliers, subcontractors, co-contractors or customer of Company appointed by Company, with Airbus written prior approval, to act in the name and behalf of Company for the performance of all or part of the Services Agreement.

“**Company Data**” shall mean all Content data made available to Airbus and Airbus Representatives by Company via Skywise, including aircraft design data, flight data, manufacturing data, operational data, configuration and maintenance data.

“**Company Derived Data**” shall mean Content generated solely and independently by the Company (i) through monitoring or other observation of Company’s and/or its User’s use of Skywise, or (ii) through analysis, aggregation, anonymization and/or other processing of such Company Data.

“**Company’s Feedback**” shall mean all feedback or suggestions, including without limitation reviews, comments, posts, pictures, feedback, etc. about Skywise and the Services such feedback provided to Airbus by Company and its Users.

“**Company Systems**” shall mean Company’s information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems) and networks, whether operated directly by Company or through the use of third-party services.

“**Confidential Information**” shall mean all confidential and proprietary information that one Party discloses to the other Party that is designated as confidential or would normally be considered confidential information under the circumstances, including the terms and conditions of any Services Agreement, including pricing and other terms reflected in such Services Agreement, business and marketing plans, technology and technical information, product designs, Airbus Content, Company Content and business processes. Confidential information shall not include any information that is or becomes generally known to the public through no fault of the recipient, was known to the recipient prior to its disclosure by the disclosing Party, was independently developed by the recipient, or is received from a third-party without confidentiality obligations.

“**Content**” shall mean data documents, information, material, images, graphs, charts, videos, design, specification, instruction, software, analytic tools, technology and any other visual, audial or digital content.

“**Controlled**” shall mean in respect of a natural or legal person, that another natural or legal person has the power to direct the affairs and/or control the composition of the board of directors or equivalent body of the first natural or legal person.

“**Documentation**” shall mean any manuals, instructions or other documents or materials that Airbus provides or makes available to Company in any form or medium which describe the main features of the Services and how to use them.

“**STU**” shall mean the Skywise Terms of Use and contractual documents cited by reference (including its Annex and privacy policy for Skywise accessible at <https://aircraft.airbus.com/en/services/enhance/skywise/skywise-privacy-policy-2020>), as may be amended from time to time by Airbus, such successive versions made available online or otherwise.

“**Identification Code**” shall mean a personal identification code assigned to an individual User, which may include a login ID and a password.

“**MRO**” shall mean maintenance repair and overhaul organizations.

“**Operator/Owner**” shall mean the operator and/or the owner, as applicable, of the aircraft with respect to which the Services are performed.

“**Party**” and “**Parties**” shall mean Airbus and/or Company or both, collectively, as the case may be.

“**Skywise Services**” or “**Services**” shall mean the online services provided to Company via Skywise under the Services Agreement.

# AIRBUS

**“Services Agreement”** shall mean one or more written services agreement concluded between Airbus and Company for the provision of Services either for consideration or free of charge, inter alias, to Company, including any addendum and other agreements related thereto and governed by the GTCS, which shall form part of the Services Agreement.

**“Skywise”** means the online digital platform owned, operated and made available by Airbus for the provision of online services to certain companies of the aerospace industry, and through which the Services are provided to the Company under the STU and the Services Agreement.

**“Third Party Software”** shall mean any third party computer program, application, API, database or code made available to Company either as a sublicense or subject to the entry into force of a direct license from such third party with Company, under its own license terms and conditions. Third Party Software may also include open source software and databases.

**“User”** shall mean any natural person including any staff member, agent, representative of Company or of Company's Contractor, unless otherwise stated in the Service Agreement, appointed by Company and having access to Skywise through the same domain name as Company as set out in Clause 8 “Administrators and Users” of the STU.

# AIRBUS

## ANNEX

### SKYWISE SECURITY MEASURES

This Annex states Airbus (1. Airbus Security Obligations) and Company's obligation (2. Company Security Obligations) with regards to security measures.

#### **1. AIRBUS SECURITY OBLIGATIONS**

These Skywise security measures provide current technical and organizational measures set-up by Airbus that has based its Skywise platform on third providers cloud solutions in order to offer adequate level of security and with the objective to allow the Company to work in industry security standards environment.

These Skywise security measures may be updated from time to time in accordance with the STU to take into account regulations and necessary technical measures evolution and improvement from Airbus and its cloud providers with the objective to improve user experience and security.

##### **1.1 Technical and Organizational Measures**

The technical measures ensuring security level defined in this policy cover the following technical domains (as defined herebelow):

- Physical Access Control
- System Access Control
- Data Access Control
- Data Transmission Control
- Data Input Control
- Availability Control
- Data Segregation Control
- Data Integrity Control

##### **1.2 Physical Access Control**

Unauthorized Users and/or Administrators are prevented from gaining physical access to premises, buildings or rooms where Skywise data processing systems and related Company Data and Company Derived Data are installed/hosted.

- Airbus protects its physical assets and facilities using the appropriate security means.
- Buildings are secured through access control systems (e.g. individual smart card access system or similar technical system, access by password, physical key).
- Outside site entrance area of the building are fitted with a certified key system including modern, active key management.
- Depending on the security classification, buildings, individual areas and surrounding premises may be further protected by additional measures, including specific access profiles, video surveillance, and intruder alarm systems.
- Access rights are granted to authorized persons on an individual basis according to the System Access Control measures. Guests and visitors to buildings are subject to prior authorization through invitation and must register their names at reception desk and accompanied by authorized Airbus personnel.
- Airbus employees and external personnel must wear their ID cards consistently and visible.

##### **1.3 System Access Control**

- Multiple authorization levels are used when granting access to sensitive systems, including those storing and processing Company Data and Company Derived Data, including Personal Data. Authorizations are managed via defined processes according to Airbus process.
- All access to Skywise is subject to a unique and individual identifier (user ID).
- Requested authorization changes are implemented subject to Airbus authorization. Revocation of access rights is subject to Airbus prior notification and authorization.

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- Password policy prohibits the sharing of passwords, governs responses to password disclosure, and requires passwords to be changed on a regular basis and default passwords to be altered. Personalized user IDs are assigned for authentication. All passwords must fulfil defined minimum requirements. Each computer has a password-protected screensaver.
- The Company network is protected from the public network by firewalls.
- Airbus uses up-to-date antivirus software at access points to the Company network (for e-mail accounts), as well as on all file servers and all workstations.
- Security patch management is implemented to provide regular and periodic deployment of relevant security updates. Full remote access to Airbus corporate network and critical infrastructure is protected by strong authentication.

To the extent legally permitted, Airbus may monitor and record any use of Skywise and Content, block access to undesirable and/or unlawful Content or filter the Content of any data transmission to and from Skywise, for the purposes of:

- Ensuring compliance with applicable laws and regulations;
- Verifying compliance of Company with the STU and any Services Agreement;
- Investigating a breach of any applicable laws and regulations;
- Ensuring the effective use of Skywise and its proper functioning;
- Ensuring the effective confidentiality and integrity of data and compliance by Users with their obligations in terms of security; and
- Ensuring the effective security of Skywise, by implementing functions for detection of, protection against and forensic investigation of any security threats including viruses, Trojan horses, worms, malware, as well as any inappropriate Content.

Such monitoring and recording activities using Skywise may include service usage, history and bandwidth, log files, reverse proxies, downloaded files stored and copied files and folders.

## 1.4 Data Access Control

- Access to Company Data and Company Derived Data is granted by Airbus on a need-to-know basis for the purpose of set forth in the STU.
- All production servers are operated in secure server rooms. Security measures that protect applications are regularly checked. To this end, Airbus conducts internal and external security checks and penetration tests on its IT systems.
- Airbus' security standard governs how data and data hosting systems are deleted or destroyed once they are no longer required.

## 1.5 Data Transmission Control / Data hosting

- Company Data and Company Derived Data transferred through Airbus private network is controlled and protected according to Airbus internal security policies and measures.
- Skywise ecosystem is a set of service-based software modules deployed across numerous instances inside the hosting enclave. The modules are backed by Amazon Web Service's Simple Storage Service (S3). By default, all communications and flux of data managed by Airbus are secured with Transport Layer Encryption. No services expose unencrypted HTTP endpoints. Certificates are signed with a per-installation authority. Disk encryption is policy-enforced, so that data at-rest is never stored unencrypted. Client-side datasets are encrypted by default with a distinct symmetric key per file. This key is encrypted ("wrapped" or "encapsulated") with a public and private key pair, known only to the catalog service. Like Skywise disk encryption, client-side dataset encryption is policy-enforced. In addition to per-file encryption, Skywise datasets backed by S3 restrict access to files via temporary AWS credentials. For a given file, only individuals with read permissions receive S3 credentials from the Catalog.

# AIRBUS

## 1.6 Data Input/Output Control

- Airbus only allows authorized personnel to access Company Data and Company Derived Data as required in the course of their duty.
- Airbus has implemented a logging system for input, modification, extraction and deletion.

## 1.7 Availability Control

Airbus put in place measures to protect Company Data and Company Derived Data against accidental or unauthorized destruction or loss.

- Airbus cloud providers ensure regular backup or any appropriate technical process to restore business-critical systems as and when necessary.
- Airbus cloud providers set-up uninterrupted power supplies (for example: UPS, batteries, generators, etc.) to protect power availability to the Data Centers.

## 1.8 Data Segregation Control

Company Data and Company Derived Data collected for different purposes can be segregated subject to Airbus and Company mutual agreement.

- Airbus uses appropriate technical controls to achieve Company Data and Company Derived Data segregation.
- Users and Administrator have access to their relevant Company Data and Company Derived Data based on secure authentication and authorization only.

## 1.9 Data Integrity Control

Airbus and its cloud providers have implemented a multi-layered defense strategy as a protection against unauthorized modifications.

In particular, the following controls and measures are typically deployed:

- Firewalls;
- Security Monitoring Center;
- Antivirus software;
- Backup and recovery;
- External and internal penetration testing;
- Regular external audits to prove security measures.

## 2. COMPANY SECURITY OBLIGATIONS

### 2.1 Applicability

In the event the Company has agreed upon with Airbus on specific security measures to be applied to the Company, this Clause 2 will not be applicable.

### 2.2 Access & Use of Skywise

2.2.1 Company shall use requisite care and means necessary to prevent intrusion of any third party into Skywise and to protect data, including Personal Data, made available via Skywise.

2.2.2 Company shall employ all physical, administrative and technical controls, screening and security procedures and other safeguards of Company Systems necessary to:

- (a) securely administer the distribution and use of all Company Identification Code(s) and access credentials and protect against any unauthorized access to or use of Skywise; and
- (b) control the Content and use of Company Data and Company Derived Data, including the uploading or other provision of Company Data and Company Derived Data for processing by Skywise.

2.2.3 Company shall nominate among its Administrators a security point of contact and a back-up security point of contact for Airbus, who shall be responsible for routine collaboration with Airbus' security department (such as sharing information and evidence about threats, risks, incidents, levels of protection), incident reporting and investigations. Company may replace



its security point of contact and its back-up security point of contact at any time, by sending a notification in writing to Airbus indicating the name and function of the replacement.

2.2.4 Company shall immediately report to Airbus via email at [cert@airbus.com](mailto:cert@airbus.com) any suspected security breach (e.g. virus infection, data loss or data corruption, misuse of Administrators and/or User accounts, theft of password, unauthorised data access, breaches affecting personally identifiable data, data with offensive content, abnormal behaviour of software, etc.).

2.2.5 Company shall at all times be responsible for all use of and access to Skywise and the Services by Company's employees, representatives, agents, Users and/or Administrators.

Company has and will retain sole responsibility for: (a) Company Systems (including the operation, maintenance and security thereof); (b) the confidentiality, security and use of any Identification Code; and (c) all access to and use of Airbus Systems and the Services, whether directly by any User or any person using an Identification Code, or indirectly by or through the Company Systems

Company shall provide Airbus and Airbus Representatives with such access to Company's premises, Company Systems and Company Data and Company Derived Data, as is necessary for Airbus to perform the Services (including installation, maintenance, support, security protection and/or implementation and/or any services that may be specified in the Services Agreement) in accordance with the STU and the Services Agreement and/or in case of a governmental or judicial order. When requested by Airbus, the Company shall provide all cooperation and assistance to enable Airbus to exercise its rights and perform its obligations herein.

In case Airbus detects any risk in relation to the performance and/or stability of Skywise, Airbus may request the Company to implement reasonable protective actions and/or Airbus shall be entitled to implement protective actions.

### **2.3 Security Breach**

The Company undertakes that the Users will not cause any security breaches or disruptions of Skywise (e.g. bypassing User authentication, accessing data when the User is not intended recipient, logging into a server or account that the User is not expressly authorized to access or circumventing security measures of any aspect of Skywise); or

In the event Company identifies a security breach, the Company shall notify Airbus immediately and, if requested, provide support to Airbus to remediate the incident.