

SIKORSKY COMMERCIAL, INC.
GENERAL TERMS AND CONDITIONS OF ACCESS TO AND
USE OF THE CUSTOMER PORTAL
(the “Agreement”)

This Agreement governs Customers’ access to and use of Sikorsky Commercial, Inc.’s (“Sikorsky) web-based Customer Portal (the “Customer Portal”).

ARTICLE 1: DEFINITIONS

“Contracts” - Any and all present and future contracts, agreements or letters, the terms of which imply a commitment of the Customer and/or Sikorsky other than the present Agreement, such as purchase orders, confidentiality agreements, contracts for the supply of goods or services, procurement/sale agreements, aircraft purchase agreements and maintenance contracts.

“Customer” - Any company or individual accessing the Customer Portal.

“Customer Data” - Any and all data, information and other material made accessible and available by the Customer to Sikorsky through the Customer Portal.

“Data” - Collectively the Sikorsky 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 proposed to access and use the Customer Portal, subject to and in accordance with the terms and conditions of this Agreement.

“Services” - Any and all information, data and functions that may be made available to the Customer through the Customer Portal, subject to this Agreement.

“Sikorsky Data” - Any and all data, information and other material made accessible and available by Sikorsky through the Customer Portal.

“Specific Terms and Conditions” - Terms and conditions that supplement or modify these General Terms & Conditions with respect to a given Service.

“System Equipment” - Any equipment, including hardware, software, and connections, used by Sikorsky to provide the Services on the Customer Portal through the Internet.

ARTICLE 2: PURPOSE/CONTRACTUAL DOCUMENTS

2.1 The purpose of this Agreement is to define the terms and conditions under which Sikorsky will permit the Customer to access and use the Customer Portal and to benefit from certain Services offered through the Customer Portal.

- 2.2 Access to and use of certain Services may be subject to the Customer's acceptance of additional Specific Terms and Conditions.
- 2.3 The Customer Portal may be used by the Customer for the purpose of exchanging information with Sikorsky and entering into Contracts with Sikorsky for certain Services. This Agreement shall not be construed so as to interfere with the Specific Terms and Conditions of any such Contracts. In any case, the Specific Terms and Conditions of the Contracts shall prevail over the terms and conditions of this Agreement.
- 2.4 The Customer Portal shall be used for professional or business purposes only, and the parties shall exchange Data through the Customer Portal for such purposes only. Activities directly or indirectly related to spamming are prohibited on the Customer Portal.
- 2.5 Orders placed by Customer through the Customer Portal shall be subject to Sikorsky's Standard Terms and Conditions of Sale, or such other Specific Terms and Conditions as may be agreed upon by the parties.

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

- 3.1 Sikorsky hereby grants to the Customer a worldwide, personal, non-exclusive and non-transferable right and license to access and use the Customer Portal, for the purposes identified in Article 2.3 and 2.4 above, pursuant to, and for the duration of, this Agreement. The Customer shall not fully or partially assign, sublicense, or subcontract any of its rights or obligations under this Agreement without the prior written consent of Sikorsky.
- 3.2 No right, other than that set forth in Article 3.1 above, is granted to the Customer under this Agreement, and the Customer shall not, directly or indirectly, extract, reproduce, display, adapt, modify or translate all or part of the Customer Portal, the System, or the Databases, nor create any derivative work therefrom, nor use the Customer Portal for any purpose other than those identified in Articles 2.3 and 2.4 above.
- 3.3 The Customer Portal, the System, the Databases, and the Sikorsky Data shall remain the sole property of Sikorsky.

ARTICLE 4: DESIGNATED USERS

- 4.1 The Customer shall be responsible for its employees' compliance with this Agreement, including compliance by the Designated Users. The Customer shall ensure, at its own expense, that the Designated Users are qualified and properly trained to perform on behalf of the Customer under the Agreement.
- 4.2 In order to assure that access to the Customer Portal is limited to Designated Users with a legitimate need for access in order to accomplish permitted purposes, the Customer shall inform Sikorsky promptly of: (i) any change in the employment status of Designated Users, including, without limitation, extended leave, termination,

reassignment, or resignation from the Customer; and (ii) the termination or expiration of any and all Contracts, for the performance of which the Customer uses the Customer Portal. In any of these situations, the Customer shall immediately cancel the affected Designated Users' access to the Customer Portal, notwithstanding any right of Sikorsky to cancel such access; provided, however, that termination of some, but, not all of the Contracts described in item (ii) shall not require the cancellation of access of any Designated Users who need to access the Customer Portal in connection with any pending Contracts.

- 4.3 Without prejudice to its other rights and without prior notice, Sikorsky may restrict or suspend access to the Customer Portal, in whole or in part, by any or all of the Designated Users if: (1) any Designated User fails to comply with any provision of this Agreement or with any applicable laws or regulations; (2) Sikorsky determines, in its sole discretion, that continued access by such Designated Users' presents a risk of harming the interests of Sikorsky or may result in a breach of this Agreement, including, but not limited to, any confidentiality or security provision herein; or (3) failing to do so would result in a violation by Sikorsky of any of their respective contractual commitments with third parties or applicable laws or regulations.

ARTICLE 5: ACCESS REQUIREMENTS

- 5.1 The Customer, at its own costs and under its sole responsibility and liability, shall procure, install and maintain the information technology equipment necessary to access the System and the Customer Portal. The Customer shall use due care and diligence, employing state of the art means, to prevent intrusions into the System or the Customer Portal by any third party and of viruses, logic bombs, worms, or the like.
- 5.2 The Customer is responsible for obtaining and maintaining any relevant authorizations, and accomplishing any and all relevant formalities, as may be necessary under any applicable law for the Customer to have access to and benefit from the Customer Portal, and will perform its own obligations under this Agreement and under any applicable laws and regulations.

ARTICLE 6: CHARACTERISTICS AND AVAILABILITY OF THE CUSTOMER PORTAL

- 6.1 Sikorsky has agreed to make reasonable efforts to make the Customer Portal accessible seven (7) days a week and twenty-four (24) hours a day. Should your access to or use of the Customer Portal be interrupted during the duration defined in Article 11, Sikorsky has agreed to take reasonable steps to restore the access to the Customer Portal. Nevertheless, Sikorsky cannot and does not guarantee that the Customer Portal will be accessible seven (7) days a week, twenty-four (24) hours a day.
- 6.2 Sikorsky at any time and without notice, may suspend, temporarily or permanently, access to all or part of the Customer Portal:
- (i) in order to proceed with any maintenance of the System or updating of the Customer Portal, the Databases, or the Data;

- (ii) for security reasons; or
- (iii) in order to comply with any law or regulation or any injunction, decision or request by any court, other tribunal or government agency.

6.3 Notwithstanding any other provision of this Agreement, should the Customer be unable for any reason to access the Customer Portal for more than twenty-four (24) consecutive hours or for a period which would prevent timely performance of a Contract requiring the use of the Customer Portal, the Customer shall notify Sikorsky, and they shall determine together alternative solutions.

ARTICLE 7: CONFIDENTIALITY

Except as otherwise set forth in this Agreement or in Purchase Orders, all information made available by Sikorsky through the Customer Portal shall be deemed confidential information (except for information which may be accessed in the public area of the Customer Portal) and shall not be disclosed by the receiving party to any third party and shall not be used for any purpose other than those identified in this Agreement. The Customer acknowledges that any breach of this provision could cause irreparable, material damage to Sikorsky, that an action for damages may not be an adequate remedy for said breach, and that Sikorsky may bring an action for equitable relief, including an action for an injunction on its own behalf.

ARTICLE 8: EXCHANGE OF DATA

8.1 The Customer Portal enables the Customer and Sikorsky to exchange or have access to the Data, for the purpose of conducting business between them and/or performance of the Contracts.

8.2 The Customer shall have access to and use of the Sikorsky Data solely to the extent, and pursuant to the terms and conditions of, this Agreement.

8.3 Except as otherwise agreed in this Agreement, the Customer, during the term of this Agreement and for internal use only, may make hard copies of the Sikorsky Data received for the purposes identified in Articles 2.3 and 2.4 of this Agreement. The Sikorsky Data received for such purposes, and any hard copies made therefrom, may be processed by and circulated only to the employees of the Customer on a need-to-know basis and solely for the purposes identified in Articles 2.3 and 2.4 of this Agreement.

8.4 The parties shall ensure that all proprietary rights and confidentiality legends set forth on the original document are replicated on any reproduction, translation, or adaptation made thereof. Any translation or adaptation shall expressly state that it is a derivative from the original document. The Customer shall not remove or alter any such legend.

8.5 The Customer shall exercise due care and employ state of the art means to assure that the Customer Data does not permanently or temporarily disturb or disrupt the operation or the use of the System, the Customer Portal, or the Database.

8.6 The Customer shall immediately notify Sikorsky of the occurrence or possible

occurrence of any disturbance of the type referred to in Article 8.5 above. If Sikorsky becomes aware of any such disturbance, it may, without notice and without prejudice to its other rights, delete the Customer Data at issue from the System or cause it to be deleted from the System.

- 8.7 If any invention or development is made by the Customer while accessing and using the Customer Portal or exchanging Data with Sikorsky, then that invention or development becomes the sole property of Sikorsky, except to the extent the parties may agree otherwise.

ARTICLE 9: PRIVACY

- 9.1 Sikorsky and, where applicable, the Customer shall comply at all times with their respective obligations, if any, under any applicable law relating to data protection (including protection of personal data files or personal data automated processing systems, to the extent applicable).
- 9.2 The Customer acknowledges and agrees that Sikorsky may request personal data directly from the Designated Users in connection with the Customer's access to and use of the Customer Portal.

ARTICLE 10: WARRANTY & LIMITATIONS

10.1 Warranty

- (a) Sikorsky does not extend or grant any warranty of any nature by implication or otherwise to the Services or to documents or any data or information furnished through the Customer Portal.
- (b) SIKORSKY HEREBY DISCLAIMS, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

10.2 Limitations on Sikorsky's Obligations

- (a) Customer shall have no recourse against Sikorsky for any issue or claim arising out of the accuracy or precision of the Services. Sikorsky shall not be liable for any conclusions, assumptions, or interpretations made by Customer on the basis of the Services, or their application or use thereof.
- (b) Sikorsky does not warrant that the use of the Services through the Sikorsky Customer Portal will not infringe the patents or other intellectual property rights of any third party.
- (c) Sikorsky is not required to bring or prosecute actions or suits against third parties for infringements of any rights licensed hereunder.

- (d) Sikorsky is not required to defend any suit or proceeding by third parties involving this Agreement, except that the Customer shall promptly notify Sikorsky of the institution thereof to permit, but not obligate, Sikorsky at its own expense to assist in such actions as Sikorsky deems in its interest.
- (e) Except for the license and right expressly granted hereunder, Sikorsky confers no rights to anyone by implication, estoppel or otherwise under the Services.
- (f) Sikorsky confers no rights to anyone to use in any way, any Sikorsky trademark or trade name or any contraction, abbreviation or simulation thereof.
- (g) IN NO EVENT SHALL SIKORSKY, UNITED TECHNOLOGIES CORPORATION, ANY OF THEIR SUBSIDIARIES, OR THEIR DIRECTORS, OFFICERS, AGENTS, OR EMPLOYEES BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING DIRECT, INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL, ARISING OUT OF OR IN CONNECTION WITH THE SERVICES THAT ARE THE SUBJECT MATTER OF THIS AGREEMENT, WHETHER OR NOT OCCASIONED IN WHOLE OR IN PART BY THE FAULT OR NEGLIGENCE OF SIKORSKY.

10.3 Non Recourse and Indemnity

Customer shall have no recourse against Sikorsky, United Technologies Corporation, any of their subsidiaries, or their directors, officers, agents, or employees whether by way of rescission, set-off, or any other suit or action whatsoever, for any loss, liability, damage or cost, which may at any time be suffered or incurred by Customer by reason of the exercise of any of the rights or licenses to the Services granted to Customer hereunder, or by reason of the institution, prosecution or defense of any such suit, or on account of proceedings concerning any rights licensed hereunder. Customer shall indemnify and hold Sikorsky, United Technologies Corporation, any and all of their subsidiaries, directors, officers, agents, or employees harmless from all liabilities, demands, damages, expenses (including attorney's fees and costs), or losses to or of Customer, or other parties, arising out of or in connection with the use of the Services through the Sikorsky Customer Portal and which may be occasioned in whole or in part by the fault or negligence of Sikorsky. Customer's obligation to indemnify and hold harmless shall include the obligation to defend at its own cost and expense, any and all suits which may be brought upon any such liability or claim or claims, including any claim of strict liability in tort, and to satisfy, pay and discharge any and all judgments and fines that may be recovered in any such action or actions.

ARTICLE 11: DURATION/TERMINATION

- 11.1 Use of Sikorsky's Customer Portal constitutes acceptance of this Agreement, which shall remain in effect so long as such use continues.
- 11.2 If the Customer breaches any of its obligations under this Agreement, Sikorsky, without prejudice to any of its other rights and without prior notice, may immediately

suspend the Customer's access to the Customer Portal or terminate this Agreement.

ARTICLE 12: MISCELLANEOUS

- 12.1 Neither party may assign this Agreement without the prior written consent of the other party, except that Sikorsky may assign all or part of its rights or obligations hereunder to Sikorsky Aircraft Corporation or any affiliate.
- 12.2 Notwithstanding anything to the contrary elsewhere herein, Sikorsky may subcontract any of its obligations under this Agreement without prior notice.
- 12.3 This Agreement constitutes the entire agreement between the parties with respect to access to the Customer Portal and use of the Customer Portal for the Services and supersedes any prior and contemporaneous negotiations and agreements, oral or written relating to this subject, unless specifically provided otherwise herein. This Agreement shall not be modified except by written amendment signed by the duly authorized representatives of both parties.
- 12.4 Any provision of this Agreement determined by a court of competent jurisdiction to be unlawful or unenforceable under applicable law shall be severed from the Agreement, to the extent required by such law, and rendered ineffective insofar as possible without modifying the remaining provisions. Where, however, the provisions of any such law may be waived, the parties hereby waive them 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, so far as practicable, any provision which is 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 unlawful or unenforceable. The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision.
- 12.5 Certain links provided in the Customer Portal will launch Internet sites that are not under the control of Sikorsky. Sikorsky provides these outside links solely as a convenience to its users and the provision of any such link is not an endorsement by Sikorsky of that site or any of the contents, products, or services contained or offered therein. Accordingly, Sikorsky makes no representations or warranties whatsoever concerning availability of or content, including additional links, found on those sites. When registering for, ordering or purchasing products or services from any party which is linked to this site, Customer will be entering into an agreement with that third party and not with Sikorsky.
- 12.6 By submitting information and material to Sikorsky, whether via e-mail or otherwise, including, but not limited to, feedback, questions, comments, suggestions, ideas, graphics or computer files of any type, Customer thereby expressly warrants that the owner of such material has expressly granted Sikorsky a royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate and distribute such material (in whole or in part) worldwide and to incorporate it in other works in any form, media or technology now known or hereafter developed, subject to Sikorsky's privacy policy

- 12.7 The Customer Portal is maintained and controlled by Sikorsky in the State of Connecticut, United States. Sikorsky makes no representation that materials on this site are appropriate or available for use at other locations outside of the United States, and access to this site from territories where this site's contents are illegal is prohibited. If Customer accesses the Customer Portal from locations outside the United States, Customer is responsible for compliance with all local laws. The laws of the State of Connecticut shall govern the content and use of the Customer Portal, without giving effect to any of the conflict of law principles or rules thereof.
- 12.8 All website design, text, graphics, and the selection and arrangement thereof, are the property of Sikorsky Commercial, Inc. Any text or images bearing the symbols TM, [©], SM or [®] are trademarks or registered trademarks and are used herein by permission of their respective owners.
- 12.9 Agreements between the parties shall be given the following order of precedence: (i) Sikorsky's Standard Terms and Conditions of Sale; (ii) other Specific Terms and Conditions as may be agreed upon by the parties; (iii) this Agreement; (iv) Sikorsky's general Website Terms of Use; and (v) any other functional or technical documents agreed to by the parties or required by Sikorsky. In the event of any inconsistency between the foregoing documents, the higher ranking document shall prevail to the extent of such inconsistency.
- 12.10 Communications and notices exchanged by the parties under this Agreement shall be deemed to be valid notices and accorded the same recognition and effectiveness as if transmitted by registered or certified mail, return receipt requested.

ARTICLE 13: LAW - JURISDICTION

This Agreement shall be interpreted in accordance with the plain English meaning of its terms, and the construction thereof shall be governed by the laws of the State of Connecticut, United States, excluding Connecticut's choice of law provisions. All disputes, controversies, claims, or suits brought in connection with this Agreement shall be resolved exclusively in a court of competent jurisdiction residing in Connecticut.

THESE TERMS AND CONDITIONS ARE INCORPORATED IN THEIR UNMODIFIED ENTIRETY BY REFERENCE INTO ALL CUSTOMER TRANSACTIONS VIA THE CUSTOMER PORTAL UNLESS OTHERWISE SPECIFIED IN WRITING BY MUTUAL AGREEMENT OF THE PARTIES. ANY BINDING MODIFICATION OF THESE TERMS AND CONDITIONS SHALL REQUIRE (A) THE INITIALS OF EACH PARTY'S AUTHORIZED REPRESENTATIVE ON EACH PAGE OF THIS DOCUMENT, AND (B) THE DATED SIGNATURE OF AN AUTHORIZED REPRESENTATIVE OF EACH PARTY IN THE SPACE BELOW.