AIRBUS MILITARY WEB POLICIES

The present document constitutes the Legal Notice and Disclaimer (the “LND”) for the EADS Construcciones Aeronáuticas S.A. “Sociedad Unipersonal” (hereinafter “Airbus Military”) web site located in the URL www.airbusmilitary.com (the “Web Site”).

The access to and use of the Web Site are subject to the acceptance of the present LND. By accessing and using the Web Site the User (as defined below) agrees to be bound automatically by this LND as well its amendments in force at the time of the access, such acceptance shall have the same legal value as a written express acceptance. The observance of the terms and conditions exposed in the LND is mandatory for all the users.

For the purpose of the present LND, the term “User” shall be interpreted as the person acceding to and/or using the Web Site.

1. AIRBUS MILITARY LEGAL INFORMATION

1.1 In accordance with the article 10 of the Law 34/2002, of June 11th, on services of the information society and electronic commerce, Airbus Military hereby informs you that:

EADS Construcciones Aeronáuticas S.A. “Sociedad Unipersonal”, is a Spanish sole shareholder incorporated company, with tax number A-28.006.104, registered in the Madrid Commercial Registry at the Volume 530, Page 41, Sheet M-10082 under n° 414 and whose registered office is domiciled at Avenida de Aragón, 404, 28022, Madrid (Spain).

1.2 To effectively communicate with Airbus Military, please address to the following email: [...].

2. SCOPE

2.1. The LND regulates the access to and use of the contents offered by Airbus Military in the Web Site. Notwithstanding, Airbus Military hereby reserves its right to modify the presentation, configuration and the contents of the Web Site as well as the applicable LND.

2.2 Without prejudice to the clause 2.1, the access to certain contents of the Web Site may be regulated by specific conditions, which, depending on the case will either substitute or complement the present LND. Before using those contents, the user shall read the applicable specific conditions, established by Airbus Military, in its case.

3. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

3.1 The Web Site is regulated by the Spanish and international legislation regarding intellectual and industrial property.

3.2 The use of the Web Site grants no interest, whether proprietary, license, or otherwise, in the intellectual or industrial property rights, or any other rights which may exist or are hereafter developed in respect of any portion of the Web Site.

Content of the Web Site, including without limitation, aircraft liveries, logos, product marketings and all patented information, copyrights, trade names, drawings, pictures and databases are the
property of Airbus Military or its legitimate owner. Except otherwise expressly provided, access to and use of the Airbus Military Web Site shall not be construed as assigning nor granting any license in respect of any kind of these proprietary rights.

Airbus Military hereby reserves any intellectual or industrial property right regarding the contents and/or services included in the Web Site. Particularly, it is expressly forbidden to modify, alter, copy, reproduce or publicly disclose in any form whatsoever the present Web Site whether totally or partially, for public or commercial purposes, without the previous and express written approval of Airbus Military and or the legitimate owner of the content.

4. NO WARRANTY

4.1 The Web Site and its content are made accessible on an “as is” and “as available” basis. Access to and use of the Airbus Web Site are therefore made at your sole risks. In no event, shall Airbus Military and its subsidiaries, subsequent successors and assignees be liable in this respect for any damage arising out or in connection with the access to, use, unavailability of the Airbus Military Web Site or the materials contained in it or accessed through it, including loss of data or of programs, loss of use, financial loss, any deterioration or infection by viruses of your information technology equipment (including but not limited to software, hardware, connections and any system or network).

The User agrees to indemnify, defend and hold Airbus Military harmless from and against any and all claims, liabilities, losses, costs and expenses incurred in relation with any breach of this LND or resulting from, or in relation with your use of or access to the Airbus Military Web Site.

4.2 The Web Site may contain links to different web sites out of the control of Airbus Military and administrated by third parties. The insertion of links to third parties’ web sites in the Web Site shall not be intended to create, nor shall it be construed as creating, a joint venture, partnership, or other formal business organisation between Airbus Military and the third party.

Airbus Military has no means to know, control or approve the information, contents, products and/or services furnished by other web sites. Airbus Military hereby disclaims all and any responsibility with respect to such web sites.

5. DATA PROTECTION

5.1 In accordance with the article 5 of the Organic Law 15/1999, of December 13th, on the Protection of Personal Data, Airbus Military hereby informs you that:

All the personal data that the User may provide through the Web Site shall be included in files controlled Airbus Military and destined to administrate the relation between the User and Airbus Military.

You are also informed of the possibility of exercising the rights of access, rectification, erasure and objection by means of a letter addressed to the domicile of the data controller.

5.2 The Web Site may use data files transferred to your computer’s (or the device used access to and use the Web Site) hard drive for record keeping purposes and aiming at keeping a trace some information of your connection to the Web Site (hereinafter the “Cookies”), and Airbus Military may
access and record this information during your visits. The purpose of the Cookies is to improve the navigation of the User in the Web Site.

Airbus Military recommends the User to consult the specifications of its navigation browser to expand this information. The User can change the personal configuration of its navigation browser to be informed when Cookies are installed or to prevent its registration. Please be aware that if you choose not to accept cookies, you may not have free access to all of the contents of the Web Site.

6. MISCELLANEOUS

6.1 Airbus Military may assign its rights or obligations under this LND at any time without notice to Users.

6.2 The User may in no way modify, reformulate, adapt, alter, adjust, change, disassemble, frame or decrypt all or part of the content of the Web site.

6.3 Airbus Military reserves its right to implement any change, restriction or termination in the Web Site without any prior notice to User.

6.4 If, for any reason whatsoever, any term of this LND is deemed by a court to be void, avoidable or otherwise unenforceable, such term shall be deemed to be severable from the remainder of the LND, and the remainder of the LND shall be construed and interpreted without reference to the unenforceable term.

7. APPLICABLE LAW

The relation established between Airbus Military and the User in connection with the Web Site shall be interpreted, construed and ruled in accordance with the Spanish applicable law.

Airbus Military and the User hereby agree that any controversy or claim arising out in connection with the Web Site shall be settled where possible by mutual consultation and consent. Should both parties be unable to reach agreement within 30 days from the date either party first submits the disagreement in writing invoking this sub-condition, or such longer period as may be agreed by both parties, the Parties shall settle any disagreement, controversy or claim by the Courts of Madrid.