

Conditions of Use

This web site (this "Site") is owned and operated by Regional Aircraft which is a trading business of BAE Systems (Operations) Limited, a company incorporated in England (Company No. 01996687) and having its registered office at Victory Point, Lyon Way, Frimley, Camberley, Surrey, GU16 7EX, England ("BAE"). The Regional Aircraft business has its main trading addresses at Prestwick International Airport, Ayrshire KA9 2RW. Its VAT registration number is GB 641 4071 69. Use of this Site is subject to these Conditions. If You do not agree to these Conditions You must cease use of this Site immediately.

BAE reserves the right to change these Conditions from time to time at its discretion, including (though not only) in response to any changes in law that may apply to its operations. Any amended version of these Conditions will apply to Your use of this Site immediately once BAE has published that amended version on this Site. By using this Site following such publication, You therefore agree to be bound by that amended version of these Conditions.

Contents

The Conditions set out in Section 1 apply to Your use of all of the parts of this Site and all of the content and services available through this Site

The Conditions set out or referred to in Sections 2 to 8 inclusive apply in each case only to Your use of the specific part of this Site to which each of those Sections refers. If and to the extent that there is any conflict between any of the Conditions in Section 1, and any of the Conditions set out or referred to in any of Sections 2 to 8 inclusive, the latter will prevail, and Section 1 will be treated as having been amended to the extent necessary to reflect that in each case.

The links below take You to the relevant Sections of these Conditions.

- [Section 1 – General](#)
- [Section 2 – NOT USED](#)
- [Section 3 – NOT USED](#)
- [Section 4 – NOT USED](#)
- [Section 5 – Technical Support](#)
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- [Section 8 – Delivery of Information through Technical Publications](#)

SECTION 1 - GENERAL

1 Interpretation

In these Conditions, except where expressly provided otherwise:

1.1 any reference to a statute or a provision of a statute will be interpreted as a reference to that statute or provision as amended, re-enacted or extended at the relevant time;

1.2 the headings in these Conditions are for convenience only and will not affect their interpretation;

1.3 references to one gender will include other genders and reference to the singular will include the plural and vice versa;

1.4 a reference to a person such as a company, a firm or an individual will include other corporate bodies and unincorporated associations and vice versa;

1.5 the word "including" will mean "including, but not limited to" and the words "include" and "includes" will be interpreted accordingly;

1.6 a reference to a "paragraph" in any Section of these Conditions is to the relevant paragraph of the Section in which that reference appears;

1.7 "group company" means, in relation to any party, any holding company of that party, or any subsidiary of that party, or any subsidiary of a holding company of that party, and the expressions "holding company" and "subsidiary" have the meanings given to them in the Companies Act 1985 as that Act is amended or replaced by the Companies Act 2006; and

1.8 "You" means, according to the context in which it is used, the individual using this Site and/or the legal person on behalf of whom that individual is acting in the course of using this Site, and "Your " and "Yours" will be construed accordingly.

2 Your password – use and security

If You choose to become a registered user of this Site, the password(s) which You select for these purposes is strictly for Your own use only, and You are responsible for keeping that password private and confidential. In particular, You must ensure that no-one else finds out what Your password is and/or accesses this Site using Your username and password (even if that other person works for the same organisation as You). You must notify BAE immediately if You become aware (or for any reason suspect) that any other person knows Your password and/or is using it to access this Site.

3 Fees

3.1 The fees which BAE charges for the goods and/or services which it makes available through this Site are specified or referred to in the relevant Section of these Conditions (or in some cases in a separate agreement which is referred to in the relevant Section of these Conditions), or on the relevant part of this Site.

3.2 Subject to paragraph 3.1, BAE does not charge its users a fee to access and use this Site. However if at any time BAE chooses (at its entire discretion) to begin charging a fee to access and use any part of this Site, BAE will inform You of the fee

which it is proposing to charge, and of any resultant other amendments to these Conditions in so far as they apply to Your use of that part of this Site, and allow You to decide whether or not You wish to continue using that part of this Site.

4 Intellectual property rights

4.1 The entire content of this Site (including, but not limited to, text, software, photos, images and graphics of any sort) is protected by Intellectual Property rights including, design rights and copyright and database rights throughout the world. You may not copy (except by downloading and printing off copies to the extent expressly permitted by these Conditions), modify, publish, participate in the transfer or sale of, create derivative works based on, or in any way exploit, any of the content of this Site, in whole or in part. Unauthorised use of this Site may breach copyright and other intellectual property rights.

4.2 BAE grants to You a non-exclusive, non-transferable licence to view the content of this Site on a personal computer, and to download and print copies of any of the content of this Site, all solely to the extent that You require to do so for Your own internal business purposes. If and to the extent that BAE restricts access to any of the content of this Site to registered users, the licence granted in terms of this paragraph will extend to such content only if and for so long as You are a registered user of this Site and that content.

4.3 Except as expressly permitted by the foregoing paragraph, or under relevant law, You must not (and You must not instruct or allow anyone else to) copy, redistribute, retransmit, publish or commercially exploit in any way, any of the content of this Site. You must not delete or make any changes to (or instruct or allow anyone else to delete or make any changes to) any author attribution or copyright notice appearing as part of that content. You acknowledge that You do not acquire any intellectual property rights in any of the content of this Site by using this Site, including by downloading any material from it.

4.4 All trade marks or brand names appearing on this Site are the property of their respective owners, and You must not delete or make any changes to (or instruct or allow anyone else to delete or make any changes to) any trademark legend appearing on this Site in respect of any trade marks or brand names.

5 User conduct

5.1 You must not use this Site or any part of it or any of the content accessed by You through it in a manner or for any purpose which is prohibited by any of the laws which are applicable to You from time to time and/or which infringes the intellectual property rights or other rights of any nature of any other person.

5.2 In accessing and otherwise using this Site You must not use any technology (or otherwise do or fail to do any thing) which may detrimentally affect or hinder in any way the proper operation of this Site and/or of any of BAE's other web sites or information technology systems from time to time, including (without affecting the generality of this paragraph 5.2) by introducing onto this Site, or otherwise into any

information technology system owned or used by BAE, any virus or any equivalent or similar device or thing.

6 Linking and other websites

6.1 On this Site BAE may from time to time provide hypertext links to other web sites that are operated by third parties (i.e. people other than BAE). Please note that using such a link means that You are leaving this Site, and BAE takes no responsibility for, and makes no representations and gives no warranties in respect of, any web sites accessed through any such links from this Site.

6.2 Similarly, if You have accessed this Site by taking a link from another web site, BAE takes no responsibility for, and makes no representations and gives no warranties in respect of, any such other web site. 6.3 You must not create a link from another web site to this Site, except where You have BAE's express prior written permission to do so, and in accordance with any instructions which BAE issues to You for these purposes.

7 Accuracy of content

7.1 BAE gives no warranties and makes no representations that any of the information and other content on this Site is in fact accurate and up to date or complete, and accepts no responsibility for any loss or damage caused by the inaccuracy or incompleteness of the information and other content on this Site. Furthermore the information and other content on this Site is not intended to address Your particular requirements. Such information and other content does not constitute any form of advice or recommendation by BAE, and is not intended to be relied upon by You in making (or refraining from making) any specific decisions. It is Your responsibility therefore to check and verify that information and other content, before acting on it or taking any decision (whether to do something or refrain from doing something or otherwise) in reliance upon it.

7.2 Without affecting the generality of any of the foregoing provisions, BAE is a distributor (and not a publisher) of any of the content of this Site which has been supplied by a third party (including (though not only) by any aircraft operator or any other user of this Site). Any opinions, advice, statements, services, offers, information or other content expressed or supplied by any such third party and made available on or through this Site are those of that third party, and not of BAE. BAE does not necessarily endorse, nor is it responsible for, the accuracy, currency or reliability of any such content.

8 Availability of this site and browser compatibility

8.1 BAE will be entitled at any time to modify or suspend all users' access to, or temporarily or permanently remove from this Site or modify, any or all of the content of this Site, without notice to You. BAE will have no liability to You for any loss or damage incurred or suffered by You as a result of BAE's exercise of its rights under this paragraph 8.1.

8.2 This Site has been designed to work with modern browsers see [Technical Guide](#) BAE will be entitled at any time to modify or suspend all users' access to, or temporarily or permanently remove from this Site or modify, any or all of the content of this Site, without notice to You. BAE will have no liability to You for any loss or damage incurred or suffered by You as a result of BAE's exercise of its rights under this paragraph 8.2.

9 Indemnity

You agree to indemnify BAE, its officers, employees, agents, licensors, service providers and group companies against any and all claims, demands, liabilities, costs and expenses (including legal and other professional fees) howsoever arising from or in connection with Your use of this Site, whether from breach of contract (including these Conditions), in tort, from breach of statutory duty, or in any other way.

10 LIMITATION OF LIABILITY

10.1 THIS SITE IS MADE AVAILABLE BY BAE TO USERS ON AN "AS IS" BASIS, AND BAE GIVES NO WARRANTY OR UNDERTAKING THAT THIS SITE WILL BE AVAILABLE ON AN UNINTERRUPTED BASIS OR WILL BE ERROR FREE. BAE MAKES NO REPRESENTATIONS AND GIVES NO WARRANTIES AS TO THE ACCURACY, USEFULNESS, EFFECTIVENESS, RELIABILITY OR FITNESS FOR PURPOSE OF THIS SITE AND ITS CONTENT, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW EXPRESSLY EXCLUDES ANY AND ALL IMPLIED WARRANTIES IN RELATION TO THIS SITE AND ITS CONTENT, INCLUDING BUT NOT LIMITED TO THOSE RELATING TO TITLE, DESCRIPTION, QUALITY, FITNESS FOR PURPOSE, FREEDOM FROM COMPUTER VIRUSES, NON INFRINGEMENT OF THIRD RIGHTS (WHETHER INTELLECTUAL PROPERTY RIGHTS OR OTHERWISE) AND THE EXERCISE BY IT OF ALL DUE CARE AND SKILL. TO THE EXTENT PERMITTED BY LAW BAE ACCEPTS NO LIABILITY WHATSOEVER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY LOSS, COSTS, DAMAGES OR OTHER LIABILITIES OF ANY NATURE SUFFERED BY YOU (OR BY ANY THIRD PARTY) AS A RESULT OF ANY INTERRUPTION TO THE AVAILABILITY OF THIS SITE OR ANY OF ITS CONTENT, OR OTHERWISE AS A RESULT OF THE USE BY YOU OR ANY OTHER PARTY OF THIS SITE AND/OR ANY OF ITS CONTENT AND/OR THE RELIANCE BY YOU OR ANY OTHER PARTY ON ANY OF THAT CONTENT.

10.2 WITHOUT AFFECTING THE GENERALITY OF PARAGRAPH 10.1, SUBJECT TO PARAGRAPH 10.3, BAE DOES NOT ACCEPT ANY LIABILITY FOR (A) ANY REPRESENTATION NOT EXPRESSLY SET OUT IN THESE CONDITIONS (OTHER THAN A FRAUDULENT MISREPRESENTATION) OR (B) ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS, COSTS, EXPENSES OR DAMAGE (INCLUDING BUT NOT LIMITED TO ANY LOSS OF OR CORRUPTION OF DATA, AND ANY LOSS OF ANTICIPATED SAVINGS, BARGAIN, PROFITS, REVENUE OR BUSINESS), EVEN IF ANY SUCH LOSS, COSTS, EXPENSES AND DAMAGE WAS (OR WERE) FORESEEABLE.

10.3 BAE ACCEPTS LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM ITS NEGLIGENCE, AND NOTHING IN THESE CONDITIONS SEEKS TO EXCLUDE OR LIMIT SUCH LIABILITY.

11 Termination of Your registration and/or Your access to this Site

11.1 BAE may terminate Your status as a registered user of any or all of this Site and/or prevent You from accessing any or all of this Site, with immediate effect and without giving You any prior notice or warning at its entire discretion, and without explaining to You its reasons for doing so, except if and to the extent that by doing so BAE would breach any contractual obligation which BAE owes to You other than under these Conditions.

11.2 If BAE has terminated Your status as a registered user under paragraph 11.1 on any occasion, it will have no obligation to renew Your status as a registered user at any time thereafter, should You apply to re-register as a user of this Site.

11.3 If, following Your registration as a user of this Site, You do not log in to this Site for a continuous period of 6 months or more, Your status as a registered user of this Site will be suspended (and you will therefore not be able to access any of the parts of this Site which are restricted to registered users). If you attempt to log in in these circumstances, instructions will appear on screen explaining to You how to contact BAE to ask to have Your registration reactivated. BAE will be entitled to decide at its entire discretion whether or not to reactivate Your registration.

11.4 To be clear, termination of Your registration as a user of this Site and/or of Your access to any or all of this Site, will not affect any existing contractual obligation on BAE's part to supply You with any goods and/or services which You have ordered through this Site, but which are to be delivered or supplied by BAE other than by using this Site. BAE's rights to terminate any such supply will be as set out or referred to in the relevant Section of these Conditions.

12 Data protection and privacy

Where You provide BAE with any personal information in the course of or in connection with Your use of this Site, BAE will hold and use that personal information strictly in accordance with BAE's [Privacy Policy](#) and [Cookie Policy](#) which forms part of these Conditions.

13 Rights of BAE's group companies

13.1 You acknowledge that although this Site is owned and operated by BAE, some or all of BAE's group companies may from time to time be involved in providing elements of the content available on this Site and supplying any related goods and/or services.

13.2 Accordingly, You acknowledge and agree that:

13.2.1 each such group company of BAE will have the same rights as BAE under these Conditions, and that You therefore have the same obligations to each of those group companies as You have to BAE;

13.2.2 each such group company of BAE will be entitled to enforce these Conditions directly against You, in terms of the Contracts (Rights of Third Parties) Act 1999; and

13.2.3 the provisions of this paragraph 13 have been notified to all of BAE's group companies.

13.3 You agree with BAE that, except as provided in this paragraph 13, it is not the intention of You and BAE to confer any rights in terms of these Conditions on any person other than You and BAE, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

14 Non-waiver

Failure by BAE to enforce any of its rights under these Conditions will not result in a waiver of any such right.

15 Severability

If any paragraph (or part of a paragraph) of these Conditions should be found not to be valid, lawful or enforceable by a court having proper authority, or if the law changes so that it becomes invalid, unlawful or not enforceable to any extent, then this paragraph will apply. The paragraph (or part affected) will be treated as having been deleted from the remaining terms of these Conditions which will continue to be valid.

16 Assignment and sub-licensing etc.

16.1 You may not assign, novate or otherwise transfer any (or all) of Your rights and obligations under these Conditions, or sub-license your rights or sub-contract Your obligations under these Conditions.

16.2 BAE may assign, novate or otherwise transfer any (or all) of its rights and obligations under these Conditions, or sub-license its rights or sub-contract its obligations under these Conditions, in each case to any third party (or parties) of its choice.

17 Entire agreement

These Conditions constitute the entire agreement between You and BAE relating to this Site and Your use thereof, and supersede any previous agreements or arrangements between You and BAE in relation thereto.

18 Governing law and dispute resolution

18.1 English law will apply to these Conditions, notwithstanding the jurisdiction where You are based. For the benefit of BAE You irrevocably agree that any dispute arising under or in connection with these Conditions will be dealt with by the English courts. This means that BAE or any group company of BAE will be entitled to take action against You in the English courts or in a court in any other jurisdiction which has authority to settle the dispute in question, but You will only be entitled to take action against BAE in the English courts. The place of performance of the contract created by Your use of this Site subject to these Conditions will be England.

18.2 BAE makes no representation and gives no warranty that its making available this Site, or any of the information available on it, and Your accessing this Site, does not breach any laws (other than English law).

SECTION 2 – NOT USED

SECTION 3 – NOT USED

SECTION 4 – NOT USED

SECTION 5 - TECHNICAL SUPPORT

Information supplied to BAE by You Where You supply (whether through this Site or otherwise) any technical information to BAE which falls within the scope of the information which is available from time to time on the "Technical Support" section of this Site, You: 1 authorise BAE to make available any or all of that information on the "Technical Support" section of this Site and to identify You as the source of that information; and 2 warrant to BAE that that information is up to date, accurate and complete as at the date and time of its submission by You to BAE.

SECTION 6 – NOT USED

SECTION 7 – CONTINUED AIRWORTHINESS SERVICE VIA TECHNICAL PUBLICATIONS

THE CONDITIONS IN THIS SECTION APPLY TO YOUR ACCESS TO AND USE OF TECHNICAL PUBLICATIONS IN CONNECTION WITH YOUR CONTINUED AIRWORTHINESS SERVICE.

1 Definitions

1.1 In this Section 7 and in Section 8 of these Conditions, the following defined terms have the following meanings:

1.1.2 "Airworthiness Authority" means any airworthiness authority having proper jurisdiction over You;

1.1.3 "AOC" means Aircraft Operators Certificate;

1.1.4 "CICAS Agreement" has the meaning given to that term in paragraph 2;

1.1.5 "Continued Airworthiness Service" means the service consisting of the supply and revision of technical publications which BAE agrees to provide to You from time to time in terms of the CICAS Agreement;

1.1.6 "Export Controls" means any and all applicable United Kingdom, European Union and international trade control laws, including export and import regulations, sanctions laws and regulations, and UN resolutions governing the export from one country or jurisdiction to another of any goods and/or services of any nature whatsoever, including (to be clear) any of the Technical Publications Content in any form or format;

1.1.7 NOT USED

1.1.8 "Technical Publications" means the system of that name used by BAE to deliver the Continued Airworthiness Service and certain other information and documentation via this Site;

1.1.9 "Technical Publications Content" means all those aircraft manuals and other technical publications which BAE agrees in terms of the CICAS

Agreement to make available to You from time to time through Technical Publications;

1.1.10 "Technical Publications Email Alert" has the meaning given in paragraph 6;

1.1.11 "Lessor" means the lessor of any aircraft of which You are the lessee, and on whose behalf the lease between You and the lessor has been brokered and/or negotiated and/or is managed by BAE;

1.1.12 "MOM" means the BAE supplied suite of BAe 146/RJ Manufacturers Operations Manuals;

1.1.13 "Permitted Purpose" means the operation and/or maintenance of all those aircraft operated by You and/or maintained by You or on Your behalf to which the Technical Publications Content relates; and

1.1.14 "You" means, according to the context in which it is used, an individual who has registered as a user of Technical Publications in order to receive the Continued Airworthiness Service through Technical Publications and/or the legal person which has entered into the CICAS Agreement with BAE and on behalf of which any such individual is acting in the course of using Technical Publications, and "Your" and "Yours" will be construed accordingly.

2 Continued Airworthiness Service BAE's delivery to You of the Continued Airworthiness Service is governed by a separate agreement between You and BAE (the "CICAS Agreement"). The Conditions set out in this Section 7 form part of that agreement. To be clear, if and to the extent that any conflict exists between any of the Conditions in Section 1 of these Conditions, and any of the terms and conditions of the CICAS Agreement (whether those set out in this Section 7 or set out or referred to elsewhere in the CICAS Agreement), the latter will prevail.

3 Registration as a Technical Publications user

3.1 For the avoidance of any doubt, in this paragraph 3 "You" means the company or other legal person which has entered into the CICAS Agreement with BAE.

3.2 Subject always to the other provisions of these Conditions, any individual who is employed by You will be entitled to register as a user of Technical Publications and to continue to be a registered user of Technical Publications for so long as he or she is employed by You.

3.3 In addition, subject always to the other provisions of these Conditions, if You are an operator, any individual who is employed by any third party providing maintenance services to You will be entitled to register as a user of Technical Publications and to continue to be a registered user of Technical Publications for so long as that third party is providing maintenance services to You and he or she is employed by that third party, provided that:

3.3.1 You submit to BAE's team a written request to that effect, specifying the name of the third party maintenance provider;

3.3.2 You provide, promptly upon request by BAE's team, reasonable evidence that that third party is in fact engaged to provide You with maintenance services at any given time; and

3.3.3 You pay to BAE such annual (or other periodical) fee as BAE specifies from time to time in terms of the CICAS Agreement as consideration for the

grant to such third party maintenance provider of access to Technical Publications.

3.4 You will be responsible for the actions and omissions of any individual employed by any third party maintenance provider who is granted access to Technical Publications pursuant to paragraph 3.3, as if that individual were employed by You. Accordingly (and without affecting that generality) You will be responsible for ensuring that each such individual accesses and uses Technical Publications only for the Permitted Purpose and for no other purpose whatsoever.

3.5 In order to allow BAE to monitor compliance with paragraph 3.4, promptly upon request by BAE You will provide BAE with such evidence as BAE reasonably requests of the work which You have instructed any third party maintenance provider to carry out for You on a given date or dates.

3.6 No individual other than those falling into the categories expressly identified in paragraphs 3.2 and 3.3 will be entitled to register as a user of Technical Publications. Accordingly You must not instruct, permit or otherwise do anything to encourage or assist any individual not falling within either of those categories (including any individual employed by another company which is a member of the same group of companies as You) to register or attempt to register as a user of Technical Publications, including (though not only) by falsely claiming to be an individual who falls into the categories identified in paragraphs 3.2 and 3.3.

4 Access to and use of Technical Publications

4.1 For the avoidance of doubt, in this paragraph 4, "You" means anyone who has registered as a user of Technical Publications in order to receive the Continued Airworthiness Service through Technical Publications.

4.2 BAE grants to You a non-exclusive, non-transferable licence to access and use Technical Publications, for so long as You are a registered user of Technical Publications, solely for the Permitted Purpose and subject to and in accordance with the Conditions in this Section 7.

4.3 You may:

4.3.1 view the Technical Publications Content on a personal computer; 4.3.2 print off hard copies of any or all of the Technical Publications Content; and 4.3.3 download and store on Your own information technology system electronic copies of any or all of the Technical Publications Content (including by storing them on DVD or on any other electronic storage medium), in each case only to the extent that You reasonably require to do so from time to time for the Permitted Purpose (including for back-up purposes, pursuant to paragraph 5), and in accordance with the user instructions which appear on this Site.

4.4 Except as expressly permitted by paragraph 4.3, or under copyright law, You must not (and You must not instruct or allow anyone else to) copy, redistribute, retransmit, publish or commercially exploit in any way, any of the Technical Publications Content. You must not delete or make any changes to (or instruct or

allow anyone else to delete or make any changes to) any author attribution or copyright notice appearing as part of the Technical Publications Content. You acknowledge that by using Technical Publications You do not acquire any intellectual property rights in the Technical Publications Content or in any of the software which forms part of Technical Publications.

4.5 The licence granted in this paragraph 4 is personal to You. You must not allow anyone else to access and use Technical Publications, whether using Your username and password or otherwise. You must not allow anyone else to access and use any of the Technical Publications Content in any form or format. You must notify BAE immediately if You become aware (or for any reason suspect) that any other person knows Your username and password and/or is accessing and using Technical Publications or any of the Technical Publications Content on an unauthorised basis.

5 Back-up copies of Technical Publications Content BAE WILL HAVE NO OBLIGATION TO PROVIDE BACK-UP COPIES OF ANY OF THE TECHNICAL PUBLICATIONS CONTENT IN ANY FORM OR FORMAT. YOU ARE THEREFORE RESPONSIBLE FOR TAKING ALL SUCH STEPS AS ARE NECESSARY IN THE CIRCUMSTANCES TO ENSURE THAT YOU AT ALL TIMES HAVE AVAILABLE TO YOU SUCH NUMBER OF BACK-UP COPIES OF THE THEN CURRENT TECHNICAL PUBLICATIONS CONTENT IN SUCH FORM AND FORMAT AS YOU REQUIRE IN ORDER TO ENSURE THE CONTINUED AVAILABILITY TO YOU OF THE TECHNICAL PUBLICATIONS CONTENT IN THE EVENT THAT TECHNICAL PUBLICATIONS IS UNAVAILABLE TO YOU FOR ANY REASON, WHETHER INTERNET OR OTHER TELECOMMUNICATIONS FAILURE, ANY FAILURE IN YOUR INFORMATION TECHNOLOGY SYSTEMS OR OTHERWISE.

6 Technical Publications Email Alerts You will be sent an automatically generated email each time that BAE amends any of the Technical Publications Content, whether by adding a new manual or revising any of the manuals which already appear as part of the Technical Publications Content or otherwise (each an "Technical Publications Email Alert"). This is an essential feature of Technical Publications which aims to ensure that changes to the Technical Publications Content are promptly brought to Your attention. YOU UNDERSTAND THAT BY REGISTERING TO USE TECHNICAL PUBLICATIONS YOU ARE AGREEING THAT BAE MAY SEND TECHNICAL PUBLICATIONS EMAIL ALERTS TO YOU AT THE EMAIL ADDRESS WHICH YOU HAVE PROVIDED TO BAE.

7 Your obligations to manage Technical Publications Content

7.1 Notwithstanding Your receipt from BAE of Technical Publications Technical Publications Email Alerts, it is Your responsibility to check Technical Publications as often as is necessary to ensure that You are at all times aware of the then current version of the Technical Publications Content.

7.2 You are solely responsible for ensuring that you properly process, store and use all of the Technical Publications Content made available to You by BAE in any form or format, and that You thereby comply with all statutory and regulatory obligations applicable to You in connection with the Permitted Purpose, including the

requirements imposed on You by any Airworthiness Authority. Without affecting this generality, where You print off copies of any of the Technical Publications Content or download any of the Technical Publications Content onto DVD or any other electronic storage medium or otherwise make copies of the Technical Publications Content in accordance with these Conditions, You must ensure that those copies are promptly updated (or destroyed or withdrawn from operational use and replaced with up-to-date copies) so that the copies of the Technical Publications Content which You use for operational purposes are at all times up-to-date, complete and in proper working order.

8 Your information technology You are solely responsible for ensuring that the hardware, software and any other information technology which You are using to access and use Technical Publications and the Technical Publications Content (including to print off hard copies of the Technical Publications Content and to store any electronic copies of the Technical Publications Content on any medium):

8.1 complies with (or exceeds) the requirements specified on this Site from time to time for the information technology required to access and use Technical Publications; and

8.2 is in good working order and fit for the purpose for which You are using it.

10 Export Controls You must comply in accessing and using Technical Publications and the Technical Publications Content with all Export Controls applicable to You from time to time. Accordingly (and without affecting that generality) You must not, directly or indirectly, make available any of the Technical Publications Content to any person (or permit or otherwise assist any person to obtain access to Technical Publications and/or any of the Technical Publications Content) in contravention of any Export Controls.

11 NOT USED

12 Termination

12.1 BAE may terminate Your status as a registered user of Technical Publications and thereby terminate Your right to access and use Technical Publications with immediate effect, if You (or any other registered user who is employed by the same company as You or by a third party maintenance provider engaged by the company which employs You) fail to comply with any of the Conditions in this Section 7 (or in Section 1). If BAE has terminated Your status as a registered user under this paragraph 12.1 on any occasion, it will have no obligation to renew Your status as a registered user at any time thereafter, should You apply to re-register as a user of Technical Publications.

12.2 BAE may suspend Your right to access and use Technical Publications with immediate effect at any time, if it has reason to suspect or believe that You have breached paragraph 10.

12.3 BAE may suspend Your right to access and use Technical Publications with immediate effect at any time in any circumstances in which BAE is entitled in terms

of the CICAS Agreement to suspend its provision of the Continued Airworthiness Service, which circumstances include (but are not limited to):

12.3.1 where You have failed to pay timeously all amounts due and payable to BAE as consideration for the Continued Airworthiness Service; and

12.3.2 where You have failed to pay timeously all amounts due and payable to BAE or any group company of BAE or any Lessor in terms of any other agreement between You and BAE or any group company of BAE or any Lessor; and

12.3.3 where (and for so long as) You are otherwise in material breach of the CICAS Agreement or any other agreement referred to in paragraph 12.3.2, and, in paragraphs 12.3.2 and 12.3.3 only, references to "You" will be read as including (i) any group company of Yours and (ii) any other person who or which is or was associated with You, whether directly or indirectly, in any way or capacity, and (iii) any third party which is either (a) operating on Your behalf any aircraft to which any of the Technical Publications Content relates, and/or (b) using Your AOC to operate any such aircraft.

12.4 Your right to access and use Technical Publications will terminate automatically, with immediate effect, if the CICAS Agreement is terminated by either party to it for any reason.

SECTION 8 - DELIVERY OF OTHER INFORMATION THROUGH TECHNICAL PUBLICATIONS

BAE may from time to time make documentation or information which is not part of the Continued Airworthiness Service available to You through Technical Publications. Your rights to access and use that documentation or information will be governed by Section 1 of these Conditions and by the separate agreement between You and BAE in terms of which BAE is required to deliver that documentation or information to You.