



Contract Number: 2024 H125-078
The City of Oklahoma City
Date: 25 October 2024

PURCHASE AGREEMENT
BETWEEN
THE CITY OF OKLAHOMA CITY
AND
AIRBUS HELICOPTERS, INC.



Contract Number: 2024 H125-078
The City of Oklahoma City
Date: 25 October 2024

This Purchase Agreement is entered into by and between:

THE CITY OF OKLAHOMA CITY with its principal place of business at 700 Colcord Drive,
Oklahoma City, OK 73102

And

AIRBUS HELICOPTERS, INC., with its principal place of business at 2701 N. Forum Drive,
Grand Prairie, TX 75052



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PURCHASE AGREEMENT

| | | | |
|-----------------------|--|--------------|--|
| 1 GENERAL INFORMATION | | | |
| Helicopter Type | | H125 | |
| Manufacturing Year | | 2025 | |
| FAA Registration | | N-Registered | |
| Quantity | | Qty 1 | |

| | | | |
|---|--|--------------------|--------------------|
| 2 EQUIPPED AIRCRAFT PRICE | | | |
| Price of the helicopter with optional equipment <i>Detailed pricing defined in Exhibit 1</i> | | Aircraft | \$3,873,000 |
| | | Completion | \$314,268 |
| | | Commercial gesture | (\$62,809) |
| | | TOTAL | \$4,124,459 |

| | | | |
|----------------------|--------------------|-------------------|-------------------------------|
| 3 MILESTONE PAYMENTS | | | |
| <u>Deposits</u> | <u>USD</u> | <u>Percentage</u> | <u>Due</u> |
| Balance | \$4,124,459 | 100% | Upon delivery of the Aircraft |
| TOTAL | \$4,124,459 | | |

| | |
|--|--|
| 4 PAYMENT TERMS | |
| <u>Type of Payment:</u> Net 30-Days | |
| <u>Remit Instructions:</u> Submit U.S. funds to Airbus Helicopters, Inc., via wire transfer or ACH as applicable. | |
| Airbus Helicopters, Inc. C/O Bank of America 115 West 42nd Street New York, NY 10036 | |
| ACH/EFT ABA # 111000012 Wire ABA # 026009593 AHI Account # 4427299827 Fed ID # 75-2416720 | |
| Please reference the following identifying details in the wire transfer of funds: Invoice Number, Aircraft Model, Serial Number, and Contract Number. | |

| | |
|-------------------|-------------------------------------|
| 5 DELIVERY TERMS | |
| Delivery Date | June 2025 |
| Delivery Location | Columbus, MS FCA INCOTERMS® 2020 |



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6 ADDITIONAL PROVISIONS

Revisions noted in this Section 6 take precedence over the related Exhibit 2 – Terms and Conditions. See Paragraph 15 of the Terms and Conditions for order of precedence.

Commercial Gesture:

A commercial gesture in the amount of \$62,809 has been applied.

7 LIST OF EXHIBITS

Exhibit 1 – Configuration

Exhibit 2 – Terms and Conditions

8 NOTICES

All notices, requests, and other communications hereunder shall be in writing and shall be deemed to be given and received (a) when personally delivered by hand to the recipient or (b) three (3) days after deposit in registered or certified first class U.S. mail (or comparable national postal system, if appropriate), postage prepaid, or (c) transmitted electronically via email to the recipient at the address set forth under such recipient's name on the first page of this Agreement.

AHI

Jaspreet Kaur

Contract Administrator

Phone: (972) 641-5290

Email: jaspreet.ja.kaur@airbus.com

Cc: contact.contracts.offers.ah@airbus.com

Address: 2701 N Forum Drive, Grand Prairie, Texas 75052

The City of Oklahoma City

Wade Gourley

Chief

Phone: (405) 297-1182

Email: wade.gourley@okc.gov

Address: 700 Colcord Drive, Oklahoma City, Oklahoma 73102

This Purchase Agreement, the attached Terms and Conditions (as defined herein) and all applicable Exhibits constitute the entire agreement between the Seller and the Buyer ("Agreement"). This Agreement supersedes all previous communications and/or agreements either oral or written, between the Seller and the Buyer with respect to the Products and/or Services (as defined herein).

The delivery date and price as defined herein will become firm, subject to aircraft availability, upon receipt of deposit and executed Purchase Agreement no later than 12 November 2024.

The offer herein is subject to and contingent upon Buyer, and any entity that will make the down payment on behalf of Buyer, being cleared in Seller's Anti-Money-Laundering/Know Your Customer (AML/KYC) process. Seller will not sign this Purchase Agreement unless and until this AML/KYC clearance is obtained, and failure to obtain such clearance will render the offer herein null and void. Any other entity that will pay any part of the purchase price on behalf of Buyer must be cleared under this AML/KYC process prior to delivery of the Products.



Contract Number: 2024 H125-078
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This order is subject to the Terms and Conditions as defined in Exhibit 2 attached hereto. Any modifications to the Terms and Conditions are defined in Section 6 – Additional Provisions. This Document contains confidential information which is to be treated at all times in accordance with Paragraph 9 – Confidentiality of Exhibit 2 – Terms and Conditions.

The Parties, intending to be legally bound as evidenced by the signatures below of each Party’s authorized representative, agree to all terms as defined in this Purchase Agreement effective as of the final signature date shown below (Effective Date).

For THE CITY OF OKLAHOMA CITY

(See Attached)

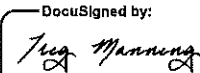
Signature

Printed Name

Title

Date

For AIRBUS HELICOPTERS, INC.

DocuSigned by:

64EED99D78AD490...

Signature

Treg Manning

Printed Name

Vice President

Title

10/25/2024

Date

AIRBUS

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Exhibit 1 **CONFIGURATION**

Any changes to the configuration will be treated in accordance with Paragraph 15 – Modifications of Exhibit 2 – Terms and Conditions.

AIRBUS

EXHIBIT 1



2025 H125

| | | |
|--|--|--------------------|
| STANDARD AIRCRAFT: | | \$3,873,000 |
| AFT BAGGAGE DOOR MOD | LED FIN ANTI-COLLISION LIGHT | |
| APPAREO FLIGHT DATA MONITORING SYSTEM | LED POSITION LIGHTS - RH/LH | |
| CABIN HEATING/DEMISTING CIRCUIT | LH SLIDING DOOR W/REDUCED HI-VIS DOOR | |
| CRASH RESISTANT FUEL SYSTEMS | LONG BOARDING STEPS | |
| ENERGY-ATTENUATING SEATS - PILOT & COPILOT | NVG VEMD | |
| HIGH SKID LANDING GEAR | ROTOR BRAKE | |
| INTERIOR: FACTORY COVERED SEAT CUSHIONS | WIRE STRIKE PROTECTION SYSTEM - EC - FIXED PROVISIONS | |
| KIT TO INCREASE INTERNAL GROSS WEIGHT TO 2,370 KG (5,225 LB) - (DUAL HYDRAULIC)□ | | |
| STANDARD AIRCRAFT AVIONICS: | | INCLUDED |
| COM / NAV / GPS / GTN650XI / GARMIN | | |
| NAV2 / COM2 / GNC215A / GARMIN | | |
| AUDIO / GMA350H / GARMIN | | |
| DUAL USB | | |
| ELT / 406AP-H INTEGRA EXT'D RANGE / KANNAD | | |
| ELECTRONIC FLIGHT DISPLAY SYSTEM / G500 TXI / GARMIN | | |
| CHARTVIEW OPTION ENABLEMENT CARD | | |
| SYNTHETIC VISION OPTION | | |
| TAXI AND LANDING LIGHT WITH PULSE OPTION | | |
| TRANSPONDER W/ADS-B OUT / GTX345R / GARMIN | | |
| WIRELESS AIRBORNE COMMUNICATION SYSTEM (MINI-WACS) | | |
| STANDARD FACTORY & AHI INSTALLED OPTIONS: | | INCLUDED |
| 200 AMP SKURKA STARTER GENERATOR | | |
| BACKUP STANDBY ATTITUDE DISPLAY / GI-275 / GARMIN | | |
| COLLECTIVE ACTIVATED HOURMETER | | |
| ENHANCED THERMAL PROTECTION ON REAR TRANSMISSION | | |
| RG350 BATTERY, CONCORD LEAD ACID | | |
| RIGHT HAND REAR SLIDING DOOR | | |
| STEP - COWLING MAINTENANCE - LH/RH | | |
| TAIL ROTOR GUARD, REMOVABLE PARTS | | |
| ADDITIONAL STANDARD AHI OPTIONS: | | INCLUDED |
| EXTERIOR: CHOICE OF UP TO THREE (3) COLORS | | |
| HI-VIS MAIN ROTOR BLADES ONE OR TWO COLOR, SCHEME A OR B | | |
| INTERIOR FLOORING | | |
| ADDITIONAL AIRFRAME EQUIPMENT: | | \$314,268 |
| C350000002 | DUAL CONTROLS W/TWIST GRIP B3E ONLY | 45,668 |
| C3500000038 | LEAD ACID BATTERY RELOCATION TO TAILBOOM | 51,543 |
| C3500000082 | LEFT AND RIGHT EXTENDED SEAT RAILS, EAS4G | 35,736 |
| C3500000005 | LEFT FORWARD SHORT TOUR DOOR | 44,807 |
| C3500000010 | RIGHT FORWARD SHORT TOUR DOOR | 44,807 |
| SICMA 159 | SICMA 159 PILOT AND COPILOT SEATS (SEE LAST OKCPD ORDER) | 80,281 |
| C350000DSS | STAINLESS STEEL RUB STRIPS FOR LEFT AND RIGHT HAND DOORS | 11,426 |
| COMMERCIAL GESTURE: | | (\$62,809) |
| TOTAL AIRFRAME, FCA, COLUMBUS, MS | | \$4,124,459 |

AIRBUS

Contract Number: 2024 H125-078
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Exhibit 2
TERMS AND CONDITIONS



TERMS AND CONDITIONS
Table of Contents

Paragraph 1 - DEFINITIONS 2

Paragraph 2 - PRICES AND TERMS OF PAYMENT..... 2

Paragraph 3 - DELIVERY AND ACCEPTANCE 3

Paragraph 4 - DELAYS 3

Paragraph 5 - LIMITED WARRANTY 4

Paragraph 6 - TECHNICAL PUBLICATIONS 5

Paragraph 7 - TRAINING 5

Paragraph 8 - PRICE ADJUSTMENT AND PRODUCT SPECIFICATION CHANGE 7

Paragraph 9 - CONFIDENTIALITY 7

Paragraph 10 - INTELLECTUAL PROPERTY 7

Paragraph 11 - DATA EXCHANGE 8

Paragraph 12 - TERMINATION 9

Paragraph 13 - LIABILITY 9

Paragraph 14 - GENERAL 9

Paragraph 15 - MODIFICATIONS 10

Paragraph 16 - REGULATORY RULES and EXPORT CONTROL..... 10



Paragraph 1 - DEFINITIONS

- o **Affiliate** means a company which Controls or is Controlled by respectively the Buyer or the Airbus Helicopters group of companies.
- o **Buyer** means the person, entity, or company to whom Seller sells any Products and/or Services under the Contract.
- o **Buyer Furnished Equipment and Customer Furnished Equipment (BFE/CFE)** means equipment owned by Buyer which has been furnished to Seller.
- o **Contract (or Purchase Agreement)** means the agreement negotiated between the Parties including these terms and conditions, along with all Exhibits, annexes, and appendices, applicable to the sale of Products and/or Services as defined therein.
- o **Control** (including with correlative meanings the terms "controlling" and "controlled"), with respect to any natural or legal person, means the possession, directly or indirectly, whether through ownership of voting securities, by contract or otherwise of:
 - a majority of the voting rights exercisable at general meetings of the controlled undertaking on all, or substantially all, matters, or,
 - the power to appoint or remove directors having a majority of the voting rights exercisable at meetings of the board of directors on all, or substantially all, matters ; or
 - a power to exert a dominant influence over the affairs of the controlled undertaking
- o **FAA** means Federal Aviation Administration.
- o **FCA (Incoterms® 2020)** means Free Carrier International Commerce Terms
- o **Helicopter** means the specific helicopter(s) as defined in this Contract.
- o **Helicopter Manufacturer** means Airbus Helicopters SAS or Airbus Helicopters Deutschland GmbH as applicable.
- o **IT Service Provider(s)** means any third party contracted by the receiving Party that provides IT services, project management services or other office management services and which may have administrative rights to sustain the IT systems.
- o **Part** means a detail part with reference to a part number shown on a drawing parts list provided by the Helicopter Manufacturer.
- o **Party/Parties** mean either separately or collectively Buyer and/or Seller.
- o **Product(s)** means the goods to be provided by Seller under the Contract which comply with the applicable specifications and/or definition, including all types of Helicopters, optional equipment, Spare Parts, tools, other equipment, documentation, technology, data, software on a Product, and any other goods mentioned in the Specific Exhibit(s) when applicable.
- o **Seller** means Airbus Helicopters, Inc.
- o **Service(s)** means the services which may be performed under the Contract, consisting of:
 - performance of maintenance and repair,
 - provision of technical publications, technical assistance, and/or technical expert services,
 - tool rental,
 - performance of Training Services,
 - Software as a Service a software application available online on an internet website and/or a software application available on defined mobile operating system(s) ("SaaS"), and
 - any other services mentioned in the Specific Exhibit(s), when applicable.
- o **Spare Parts** means replacement parts to be purchased from or otherwise supplied by Seller.
- o **Specific Exhibit(s) (or Exhibit)** means the exhibit of the Purchase Agreement outlining specific conditions.
- o **Terms and Conditions** means these terms and conditions applying to the sale of new Helicopters and associated Products and Services.
- o **Training Services** means training need analysis, training courses, and simulator sessions (if applicable), including training software, documentation and courseware.

All other defined terms used herein and not otherwise defined shall have the meanings assigned to those terms as set forth in the Maintenance Manual and Flight Manual (as such manuals are revised and amended from time to time) provided by Seller with each new Helicopter sold by Seller, copies of which have been supplied to Buyer.

Paragraph 2 - PRICES AND TERMS OF PAYMENT

- (a) Prices shown on the Purchase Agreement are in U.S. dollars for Products shipped FCA (Incoterms® 2020) Seller's facility or FCA to a common carrier at Seller's facility and do not include any preparation, packaging or crating charges, federal, state or local taxes, excise tariffs or charges, custom duties or other levies, applicable to the manufacture or sale of the Products, which charges, taxes, tariffs or other levies will be added by Seller to the purchase price and will be paid by Buyer, nor any modifications carried out at Buyer's request before and after delivery, expenses incurred for the inspection of Products by third parties, or expenses relating to freight forwarding, carriage by sea, air or land, ferry-flight, storage or insurance costs incurred after Buyer's acceptance.
- (b) Unless otherwise specified in this Contract, Buyer shall pay the total unpaid purchase price, plus all applicable preparation, packing and crating charges, taxes, tariffs, customs duties or levies, and other applicable charges, at the time of delivery of the Products. In the event Buyer claims sales tax exemption for its purchase of the Products and Buyer's purchase is subsequently found to be non-exempt by the applicable taxing authority, then Buyer agrees to reimburse Seller for any unpaid taxes, interest and penalties assessed against the purchase by the taxing authority.
- (c) All payments shall be made to Seller without setoff, in accordance with the payment terms and remittance instructions stated in Item 4 of the Purchase Agreement. Buyer represents and warrants that all payments made to Seller will be remitted from a bank account owned by Buyer or through a formal escrow closing.
- (d) Buyer shall remit all payments set forth in Item 3 of the Purchase Agreement with the initial deposit due immediately upon execution of the Contract by both Parties and final payment due at delivery of the Products and Services after acceptance and prior to transfer of ownership. All deposits are non-refundable.
- (e) Payment shall under no circumstances be postponed or apportioned for any reason whatsoever. Without prejudice to the above, should Buyer fail to pay, or in the event of a delay in payment, Seller will be entitled to extend the schedule for an equivalent time period and/or suspend performance of the Contract and/or in all cases definitively retain the amount of any payments already made by Buyer. The retention of any such payments shall not preclude Seller from seeking compensation from Buyer for further damages and/or costs. In the event of a delay or failure by Buyer to pay for more than sixty (60) calendar days, Seller shall be entitled to terminate the Contract for default of Buyer under the conditions defined in Paragraph 12 of this Contract.



Paragraph 3 - DELIVERY AND ACCEPTANCE

- (a) The Products shall be delivered FCA (Incoterms® 2020) Seller's facility or FCA to a common carrier at Seller's facility for shipment at Buyer's expense to destination(s) designated by Buyer. Title to and risk of loss for Products shall pass to Buyer upon delivery thereof to Buyer at Seller's facility or upon delivery thereof to a common carrier at Seller's facility for shipment to Buyer unless otherwise specified in the Purchase Agreement.
- (b) The Products shall be accepted by Buyer by an authorized and qualified representative of Buyer after inspection and, in the case of Helicopters, flight test at Seller's facility or at such other location previously approved by Seller.
- (c) Prior to Buyer's acceptance activities for new Helicopters, the Seller shall perform production ground and flight tests on Helicopters. Flight tests will not exceed fifty (50) hours per Helicopter for the H215 and H225 model aircraft, thirty (30) hours per Helicopter for the H160 and H175 model aircraft and twenty (20) hours per Helicopter for all other model aircraft. Some equipment and components may be delivered with up to fifty (50) hours and/or the remaining time of some equipment and components may be reasonably affected by the manufacturing cycle. Additional hours may be flown in the event that development and installation of specific equipment is requested by the Buyer. The cost of such additional hours shall be borne by Buyer.
- (d) Buyer agrees to accept the Products in accordance with this Paragraph 3 within ten (10) business days after: (i) the delivery date set forth on the Purchase Agreement or (ii) the date that the Products are ready for delivery as specified in a written notice by Seller to Buyer, if said delivery has been delayed by Seller.
- (e) In the event Buyer fails to accept delivery of the Products as provided herein, or fails to make any payments that may be due to Seller prior to or at delivery of any Products, or breaches any other terms or provisions hereof, Seller may cancel this Contract and retain all payments, including all deposits, theretofore made by Buyer to Seller, whether pursuant to this Contract or otherwise, in satisfaction of any indebtedness of Buyer hereunder, and the retention by Seller of any such payments shall not preclude Seller from seeking additional or further damages from and against Buyer as Seller may elect.
- (f) Upon delivery of the Products to Buyer, Buyer shall immediately inspect the Products at its own cost. If the Products are found not to conform to the published specifications for such Products, Buyer shall give written notice to Seller of any claim to that effect within ten (10) business days after delivery of the Products, setting forth in reasonable detail the manner in which the Products do not conform. If Buyer retains the Products after delivery without giving Seller such notice as required, such failure shall constitute an irrevocable acceptance of the Products by Buyer except with respect to defects not reasonably discoverable by such inspection.
- (g) Immediately upon transfer of ownership to the Buyer, the Buyer shall be responsible, at its own cost, for appropriate insurance coverage. With respect to the Buyer's hull all risk and hull war risk insurance coverage, the Buyer shall cause the insurers of the Buyer's hull insurance policies to waive all rights of subrogation against the Seller, its assignees and its directors, officers, agents and employees. From the transfer of risks, the Buyer shall bear all risks related to the Helicopter and waive the right of any recourse of any nature whatsoever against the Seller, its assignees and its directors, officers, agents and employees in this respect.
- (h) After delivery of the Helicopter, should Buyer delay flyaway from Seller's facility, Seller shall provide hangar keeper's care and charge Buyer according to prevailing rates. Buyer is responsible for any additional costs incurred by Seller due to such delay.
- (i) Seller will comply with all mandatory service bulletins and airworthiness directives prior to delivery. The Helicopter is to be delivered with an FAA Certificate of Airworthiness in the Standard category, or in the case of an unassembled delivery, capable of obtaining an FAA Certificate of Airworthiness in the Standard category upon completion at Buyer's designated completion center.

Paragraph 4 - DELAYS

- (a) Seller shall not be responsible for, or liable to Buyer, for any damages or expenses incurred by Buyer from any failure to perform or delay in performance by Seller due, in whole or in part, to "Excusable Delays." An "Excusable Delay" is any failure to perform or delay in performance that is due to causes beyond Seller's control including, but not limited to, acts of God, pandemic, epidemic, fire, explosion, acts of the public enemy, war, insurrection, sabotage, labor disputes (regardless of the reasonableness of demands of labor), shortage of labor, fuel, power or materials, failure or delays in transportation, equipment or machinery breakdown, failure or delay of Seller's sources of supplies, acts caused or suffered by any supplier or subcontractor of the Seller (or lower level subcontractor or supplier), denial or delay of any applicable FAA certification, acts, orders or priorities (whether compliance therewith is mandatory or voluntary) of any government, state, or political subdivision or agency thereof or judicial action and any other case beyond the reasonable control of the Seller, including any of the above events which pre-existed at the time of the signature of the Contract and were unknown to Seller.
- (b) Buyer's failure to provide, not less than ninety (90) calendar days prior to the scheduled delivery date, complete materials, equipment, instructions, and authorizations to Seller for installation of BFE/CFE during the assembly process, which failure causes the Product to be nonconforming at the delivery date, shall not be cause for delay in acceptance pursuant to Subparagraphs 3(c) and 3(e) above or delay in payment. The Seller will have no liability whatsoever in relation to BFE/CFE. In the event BFE/CFE is nonconforming or inoperable, Buyer is responsible for any additional costs incurred by Seller and for any resulting delay in delivery. For any BFE/CFE and / or any Buyer directed ancillary equipment which is not DO-160 qualified (Non-Qualified Equipment), Seller agrees to install and certify only the related fixed provisions. The Non-Qualified Equipment will be delivered uninstalled and loose to the Buyer. Determination of airworthiness and operations of all Non-Qualified Equipment is the responsibility of the Buyer.
- (c) Detailed instructions concerning the external paint scheme of the airframe, and the colors of the interior upholstery and, if necessary, the selected type of upholstery, shall be provided to Seller at the latest sixty (60) calendar days after signature of the Contract by the last Party to sign, based on samples provided by Seller. Any delay in delivery date due to Buyer's failure to provide Seller such detailed instructions within this 60-day period may result in delays to the delivery of the Helicopter. Any additional costs incurred by Seller as a result of the occurrence of one or more of the events described in Subparagraphs 4(b) and (c) shall be invoiced by Seller and paid by Buyer at time of delivery over and above the price of the Contract.
- (d) Furthermore, any change request(s) by Buyer may extend the delivery date or require an adjustment to the purchase price stated in the Purchase Agreement. In order not to impact delivery schedules, the Parties agree to freeze the configuration at least ninety (90) calendar days prior to scheduled delivery date unless mutually agreed otherwise by the Parties. Certain configuration changes require configuration freeze more than ninety (90) calendar days prior to scheduled delivery. Upon Buyer request for changes, Seller is authorized to send Buyer an electronic sequential confirmation notice of change order by Buyer setting out the configuration change or Contract revision, the adjusted purchase price, if any, and the revised delivery date. Buyer may reject, in writing or electronically, any confirmation notice that is unacceptable within five (5) business days of receipt of a confirmation notice from Seller. If timely rejected by Buyer, the Contract, as amended, will remain in effect and the change order will lapse and not become a part of this Contract. Buyer's failure to respond timely to any confirmation notice will be deemed acceptance of the change order by Buyer, which will become part of the Contract, as amended. The Parties agree that any such configuration change request from



Buyer within ninety (90) calendar days of the delivery date will be contracted through a separate retrofit agreement for the additional scope of work including the related price and delivery schedule, if applicable.

- (e) Seller's adherence to the delivery date is conditioned upon Buyer fulfilling all of its contractual obligations.
- (f) For the avoidance of doubt, the delay or absence of payment by Buyer cannot be considered by itself as an Excusable Delay.
- (g) In case of Excusable Delay, the contractual delivery date shall be extended by such period of time reasonably required to remove and/or overcome the event of Excusable Delay and its effects.
- (h) Any Helicopter serial number referenced in the Purchase Agreement (if any), is subject to change at Seller's sole discretion.

Paragraph 5 - LIMITED WARRANTY

- (a) Seller warrants each new Helicopter and Parts and tools manufactured by Helicopter Manufacturer purchased under this Contract to be free from defects in material and workmanship under normal use and service. Seller's obligation under this warranty is limited to replacing or repairing Parts or tools that have been returned to Seller's facility and, at the time of any repair or replacement, shall have been recognized by Seller, in its sole discretion, as subject to this warranty. To be eligible for repair or replacement under this warranty, the alleged failure must have occurred, as determined by Seller, within the following time limits:
 - (1) With respect to Helicopter(s) and optional equipment manufactured by Helicopter Manufacturer: 2000 flying hours or -36- months after delivery to Buyer, whichever occurs first.
Seller agrees to credit Buyer at the rate specified below for reasonable labor hours solely related to direct removal and re-installation of Parts covered by approved warranty claims, but only during the first 12 months of warranty coverage. The credit will be subject to prior investigation and acceptance by Seller and will be credited to Buyer's trade account for future spares orders only. All credits must be used within 12 months of issue. All compensation for labor rates will be credited at \$190/hour.
 - (2) With respect to new Spare Parts manufactured by Helicopter Manufacturer, the earlier of: (i) 1000 flying hours; (ii) 12 months after installation; or (iii) 24 months after delivery to Buyer; and
 - (3) With respect to tools manufactured by Helicopter Manufacturer, 24 months after the tool is delivered to Buyer.
- (b) The Parts provided under this warranty, as warranty replacement Parts, may be new, repaired or otherwise serviceable components/Parts and shall be covered by the balance of the warranty period still remaining against the new Helicopter and/or replaced Part as applicable.
- (c) As soon as possible, but no later than fifteen (15) calendar days after the discovery of an alleged defect, Buyer shall furnish to Seller, by using a warranty claim form provided by Seller, the full details of its claim and the basis thereof. As soon as it receives said form, Seller will forward to Buyer a warranty claim acknowledgment and a Return Material Authorization (RMA) number. Return Material Authorization means the form provided by Seller for purposes of this warranty paragraph and/or Repair & Overhaul Service. Within thirty (30) calendar days following the receipt of such documents, Buyer shall return the allegedly defective Parts to the Seller. If the Buyer fails to timely return the allegedly defective Parts, Seller reserves the right to invoice the replacement Parts which have been ordered or produced for Buyer at the price stated in Seller's relevant price list then in force, or in the relevant quotation. Risk of loss or damage during transportation of Parts returned to Seller shall be borne entirely by Buyer. Risk of loss or damage during transportation of replacement Parts to Buyer shall be borne entirely by Buyer. Other than shipping costs from Seller to Buyer, any insurance, customs expenses and other charges, as well as the expenses incurred by Buyer for the removal, re-installation and related costs and expenses with respect to such Part or Parts, shall be borne by Buyer, except as specifically provided otherwise herein. With written approval from Seller's Warranty Manager, selected Parts may be retained at Buyer's site to be scrapped locally. Claims will not be processed until a completed claim by Buyer has been approved in writing by a Technical Representative of Seller and forwarded to and received by Seller's Warranty office, Grand Prairie, Texas.
Note: Parts/Components ordered as replacement Parts must be identified by Buyer and acknowledged by Seller as "warranty replacements" at the time of order.
- (d) This warranty shall apply only to the extent the Helicopter and the Parts installed therein are operated and maintained in accordance with the instructions contained in the Flight Manual, the airframe or component Maintenance Manual (whichever is applicable), Helicopter Manufacturer's and/or Seller's service bulletins, service letters, alerts, and maintenance notices, any other technical documentation or service information supplied by Seller to Buyer, and any revisions to any of the foregoing. This warranty shall apply to Spare Parts only to the extent they are properly stored and installed, operated, and maintained in accordance with the instructions contained in the Flight Manual, the airframe or component Maintenance Manual (whichever is applicable), Helicopter Manufacturer's and/or Seller's service bulletins, service letters, alerts, and maintenance notices, any other technical documentation or service information supplied by Seller to Buyer, and any revisions to any of the foregoing. Seller's warranty shall not be enlarged, diminished, or affected by, and no obligation or liability shall arise out of, Seller rendering technical advice, assistance or service in connection with the Products.
- (e) In Seller's sole discretion, if Buyer modifies repairs or alters any Helicopter or Part sold hereunder in any manner without the prior written approval of Seller, such modification, repair or alteration shall cause this warranty to terminate and be of no further force and effect.
- (f) This warranty may not be extended, altered or varied except by prior written agreement signed by Buyer and Seller. This warranty is granted to Buyer personally and shall not be assigned by Buyer without Seller's prior written consent.
- (g) **SELLER AND HELICOPTER MANUFACTURER DISCLAIM AND EXCLUDE FROM THIS CONTRACT ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, STATUTORY WARRANTIES, OTHER EXPRESS WARRANTIES, AND ANY IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE EXPRESS WARRANTY SET FORTH ABOVE IS GIVEN IN LIEU OF: (i) ALL OTHER WARRANTIES AND (ii) ANY OBLIGATION OR LIABILITY OF, RIGHT OR CLAIM AGAINST, OR REMEDY FROM SELLER OR HELICOPTER MANUFACTURER, IN CONTRACT OR IN TORT, INCLUDING PRODUCTS LIABILITY BASED ON SELLER'S OR HELICOPTER MANUFACTURER'S STRICT LIABILITY OR NEGLIGENCE. THE RIGHTS AND REMEDIES PROVIDED IN THIS CONTRACT ARE EXCLUSIVE IN CONNECTION WITH THE SALE OF HELICOPTER MANUFACTURER'S AND SELLER'S PRODUCT(S). THE STATED EXPRESS WARRANTY PROVIDED HEREIN CONSTITUTES SELLER'S SOLE LIABILITY IN CASE OF BREACH OF THE WARRANTY OBLIGATIONS, AND IS EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTY OR REMEDY AVAILABLE UNDER THE CONTRACT OR AT LAW.**
HELICOPTER MANUFACTURER AND SELLER MAKE NO WARRANTY WITH RESPECT TO TURBINE ENGINES, AVIONICS EQUIPMENT OR ANY THIRD-PARTY AIRCRAFT INTERIOR AS APPLICABLE. FOR WARRANTY ON THESE EXCLUDED PARTS, BUYER MUST LOOK TO THE ORIGINAL MANUFACTURER. AT BUYER'S WRITTEN REQUEST, SELLER WILL ASSIGN TO BUYER ANY WARRANTY RIGHTS IT MAY HAVE RECEIVED WITH RESPECT TO SUCH ITEMS OR PARTS TO THE EXTENT SUCH RIGHTS ARE ASSIGNABLE. NORMAL WEAR AND TEAR OF PARTS SUCH AS SEALS, TIRES, INNER TUBES, BULBS, LEAD-ACID BATTERIES, PACKINGS, AND SIMILAR CONSUMABLE PARTS, AS WELL AS THOSE PARTS WHOSE LIST PRICE IS \$50.00 OR LESS, ARE EXCLUDED FROM COVERAGE UNDER THIS WARRANTY.



EXHIBIT 2

Contract No. 2024 H125-078

- (h) The Seller warrants the software identified in the applicable Helicopter specification provided that in the event of any alleged non-conformity, the Buyer provides one hundred eighty (180) calendar days' notice to Seller from the date of delivery of the Helicopter to the Buyer of any alleged non-conformity. Software will only be considered as non-conforming, if there are substantial deviations of the functions supported by software from the Helicopter specifications. The Seller will remedy such non-conforming software for the considered Helicopter by, at its sole discretion, either providing a correction release of the software or by finding a reasonable workaround. The Buyer shall supply the Seller with all necessary information and documentation in its possession, to enable the Seller to investigate and rectify such non-conforming software. Any SaaS, including any and all of their supporting elements and content, are provided "as is" and "as available".

Paragraph 6 - TECHNICAL PUBLICATIONS

- (a) Seller shall supply at no additional cost to Buyer:
- (1) One interactive electronic support O.R.I.O.N (Optimized Reader for Internet and Other Networks) with the documentation necessary for the identification and maintenance of Parts for operation and routine servicing, for each Helicopter delivered. Buyer has access through e-TechPub on AirbusWorld to:
 - o O.R.I.O.N Online for reading only
 - o O.R.I.O.N Offline for download
 - (2) One Hard Copy of
 - o The Flight Manual for each Helicopter purchased by Buyer hereunder. Each Flight Manual will be customized to the specific configuration at delivery of the corresponding Helicopter. For H160 model aircraft, an electronic Flight Manual will be delivered to the Buyer.
 - (3) Access to Technical Information Publication on Internet (T.I.P.I.) for:
 - o The Service Bulletins and their subsequent updates;
 - o The Master Servicing Manual;
 - o An access to eDynamic Trouble Shooting (eDTS) for Helionix® equipped Helicopters.
 - (4) At no additional cost for three (3) years from acceptance of Product(s):
 - o One (1) electronic support (EVIDOC CMM) with the documentation necessary for the maintenance of the Parts installed on the Helicopter, and for which the suppliers have granted copyrights to Helicopter Manufacturer, for each Helicopter purchased. Buyer will have access to the technical publication through e-TechPub on AirbusWorld.
 - (5) The technical publication is initially provided at the latest available revision level. All technical data will be provided by Seller in English.
 - (6) Seller shall supply at no additional cost and as long as the Helicopter is in operation, the updated versions of O.R.I.O.N and of the Flight Manual. The Master Servicing Manual and the Service Bulletins will be updated on T.I.P.I. or such other system as Helicopter Manufacturer may implement for updating these publications.
 - (7) The Seller provides the Buyer, at no additional costs per delivered Helionix® equipped Helicopter, with an as delivered configuration data pack to ease the initialization of Buyer's maintenance information system. The data pack will be delivered in standard electronic format. The Seller will choose the electronic format(s) at its sole option and may change from time to time.
 - (8) The Seller reserves the right to change the support media of the technical data in particular depending on technological developments,
 - (9) Technical publications are provided to the Buyer only and cannot be transferred or assigned to any third party.

Paragraph 7 - TRAINING

Unless otherwise stated in the Contract, Training Services shall be performed in accordance with the elements stated in the table below for the applicable aircraft model.

| Model | Pilot Training | Airframe/Engine Technician Training | Avionics Technician Training | Flight Training Performed in: Buyer/Seller Asset | Location | Simulator Only Training Y/N |
|-------|----------------|-------------------------------------|------------------------------|--|----------------------|-----------------------------|
| H125 | 2 slots | 1 slot | N/A | Seller | Grand Prairie, Texas | No |
| H130 | 2 slots | 1 slot | N/A | Buyer | Grand Prairie, Texas | No |
| H135 | 2 slots | 2 slots | 1 slot | Buyer | Grand Prairie, Texas | No |
| H145 | 2 slots | 2 slots | 1 slot | Seller | Grand Prairie, Texas | Yes |
| H155 | 2 slots | 2 slots | 1 slot | Seller | Marignane, France | Yes |
| H160 | 2 slots | 2 slots | 1 slot | Seller | Marignane, France | Yes |
| H175 | 2 slots | 2 slots | 1 slot | Seller | Marignane, France | Yes |
| H215 | 2 slots | 2 slots | 1 slot | Seller | Marignane, France | Yes |
| H225 | 2 slots | 2 slots | 1 slot | Seller | Marignane, France | Yes |

Seller may modify the content of Training Services to incorporate new regulatory requirements without the consent of Buyer so long as the modifications do not affect the price and/or schedule. If new regulatory requirements affect the price, duration, or delivery date of the Training Services, Seller and Buyer shall agree in writing to any required adjustments to the Contract. If the Parties fail to reach an agreement within thirty (30) calendar days of Seller giving written notice to Buyer of proposed adjustments, Seller shall be entitled to terminate the Contract in accordance with the provisions of Paragraph 12. For H145 aircraft, Visual Flight Rules ("VFR") training is provided standard and is included in the base price. In the event Buyer desires proficiency training under Instrument Flight Rules ("IFR") for a pilot who is already current with IFR operations, course information and related prices can be provided upon request.

(a) Pilot Training

- (1) In accordance with the elements stated in the table above for each applicable aircraft model, Seller shall provide transition training for Buyer's pilots who are proficient in helicopter flying for each new Helicopter purchased hereunder provided (i) such training is commenced

within one (1) year of the delivery date hereunder, and (ii) both pilots attend the same ground school. Separate ground schools are subject to additional charges. Flight training for each pilot shall be performed in accordance with the elements stated in the table above after transfer of title to the Helicopter(s) to Buyer, unless the Parties specifically agree otherwise. Transition training shall be in accordance with Seller's program of instruction. Seller reserves the right to set minimum competency requirements for any pilot to be trained hereunder and to refuse to train any pilot not meeting those requirements.

- (2) Buyer may elect to have additional qualified pilots trained hereunder. Buyer shall be charged at the prevailing rate established by Seller for each additional pilot to be trained.
- (3) Buyer acknowledges that the transition procedures include, in addition to standard flight operations, the actual performance of emergency flight procedures simulating non-standard flight conditions. Buyer hereby accepts the risk of injury, loss, and damage associated with instruction in emergency flight procedures.
- (4) Buyer hereby assumes all risk of loss, injury and damage to Buyer's Helicopter(s), employees, representatives or agents during any training including without limitation, consequential or incidental damages, loss of use or injury, regardless of cause or fault, and Buyer waives all right of recovery and subrogation against Seller and its employees and agents for any such damage, injury or loss so sustained; provided, however, that this waiver and assumption of risk shall only apply to losses other than Product failures for which Seller may be responsible under the warranty provisions of this Purchase Agreement, in which case Seller's liability to Buyer, if any, shall be limited in accordance with the terms of that warranty. Buyer hereby warrants that Buyer's hull insurer has acknowledged this waiver of subrogation.

(b) Maintenance Training

- (1) For each new Helicopter purchased hereunder, Seller will provide ground courses covering field maintenance on the airframe and engine. In accordance with the elements defined in the table above for each applicable aircraft model, Buyer may elect to send qualified technicians to any scheduled Field Maintenance training courses and any scheduled Avionics training course (as applicable) during the six (6) months prior to delivery of the Helicopter or up to one (1) year after its delivery. Seller reserves the right to set minimum competency requirements for any technician to be trained hereunder and to refuse to train any technician not meeting those requirements.
- (2) Buyer may elect to have additional qualified technicians trained hereunder. Buyer shall be charged at the prevailing rate established by Seller for each additional technician to be trained.

(c) General

- (1) Buyer shall be responsible for loss or injury to Buyer's property, employees, representatives or agents at all times while at Seller's facility when transition or maintenance training is a reason for such time spent at Seller's facility. Furthermore, Buyer shall hold Seller and its employees and agents harmless for any such loss or injury regardless of cause or fault.
- (2) All expenses and liabilities of Buyer or Buyer's personnel for travel to and from the Seller's training facility, and stay during training, shall be borne by Buyer. Seller reserves the right to refuse to provide training to any pilot or technician at its sole discretion.
- (3) The training and technical assistance provided for herein applies only to the original purchase of a new Helicopter and is not transferable without the prior written consent of the Seller.
- (4) Reasonable insurance coverage of risks arising from the Training Services will be included in Seller's insurance policy. Seller may provide the certificate for such coverage to Buyer at its request.
- (5) Buyer shall lose the benefit of these Training Services if it fails to send its personnel at the date agreed upon with Seller according to the above mentioned deadlines. If Buyer decides not to fully or partially take part in the training, no credit will be granted by Seller.
- (6) All training courses and the associated documentation will be provided in English. The Seller highly recommends that the Buyer's trainees have English ICAO Level 4 or Test of English for International Communication ("TOEIC") with a score of 605-780 as a minimum to follow the training courses. In all cases, a TOEIC score of 405-600 (or equivalent) is required as a mandatory minimum to participate in the training courses. In the event that the Buyer requires the services of an Aeronautical Specialist Interpreter ("ASI"), all costs related to this additional service will be at the Buyer's expense. If the Buyer decides to provide its own non-ASI interpreter ("Buyer's Interpreter"), the Buyer is solely responsible and fully liable for the performance of the Buyer's Interpreter. The Buyer's Interpreter will not be considered a trainee. In addition, the Buyer warrants and represents that the Buyer's Interpreter will have the proper skill, training, background, knowledge, experience, rights, authorizations, and licenses as necessary to perform the translation services in a competent and professional manner. The Seller will not be responsible for the quality and accuracy of any translation. The Seller reserves the right to monitor the performance of Buyer's Interpreter and if necessary, as determined in Seller's sole discretion, utilize the services of a validated ASI at the Buyer's expense.

(d) Distance Training

Some training courses may also be conducted in a remote mode; the distance training being provided on an "as available basis". The Seller will use web videoconferencing applications to perform Training in a remote mode. Course duration may be impacted due to the remote mode.

Confidentiality terms are defined in the applicable conditions of the web videoconferencing applications. The Buyer undertakes to comply with the terms and conditions of the services provided by the Seller through web videoconferencing application and shall hold the Seller harmless from and against any consequence of a breach thereof. The Seller will choose the web videoconferencing applications at its sole option and may change from time to time.

Appropriate equipment, connectivity and telecommunication services are required to allow the Buyer to perform the remote Training. The choice of the Buyer's equipment, connectivity and telecommunications service providers remains the sole responsibility of the Buyer. The costs of these connectivity and telecommunication services shall be borne exclusively by the Buyer. The Seller shall in no event be responsible for a degraded performance due to an inappropriate Buyer's choice. The Buyer recognizes also that the good performance of the connection during the remote Training depends on the bandwidth. The Seller shall not be liable of any defective bandwidth.

An IT requirement list is sent to the customer before the course. The Buyer shall ensure the availability of appropriate IT equipment and environment (hardware, software, internet, minimal bandwidth and e-mails access - in general a webcam is mandatory) and the appropriate comfort for its trainees (such as but not limited to thermal and acoustic environment allowing to work concentrated without disruption and proper lighting).

Training manuals are provided to trainees before the course as download file or paper version or on an electronic device, as available.

Each Party remains solely and exclusively responsible for the information exchanged and shall take any appropriate action in order to:

- o comply with the applicable laws and regulations;
- o ensure that none of the information exchanged contravene public policy.



Paragraph 8 - PRICE ADJUSTMENT AND PRODUCT SPECIFICATION CHANGE

- (a) Pursuant to new manufacturing or engineering requirements, obsolescence or new regulations or to any currently unknown and unforeseeable impacts of the COVID-19 pandemic, Seller shall be entitled to carry out modifications without the consent of Buyer, provided such modifications do not affect the specifications or performance of the Products and/or Services, related costs or delivery time. Should the requirements affect specifications or performance of the Product and/or Services, related costs and/or delivery time, Seller and Buyer shall mutually agree in writing to an equitable adjustment in the price and/or schedule. Notwithstanding anything to the contrary, if the Parties fail to reach an agreement within

thirty (30) calendar days of Seller notifying Buyer in writing of the proposed adjustment, Seller shall be entitled to terminate the Contract in accordance with the provisions of Paragraph 12.

- (b) Any Buyer requested changes, including configuration changes, which result in an impact to cost and/or delivery schedule require written agreement of Seller and Buyer to an equitable adjustment in price and/or delivery schedule prior to implementation of Buyer's requested changes.
- (c) Buyer agrees that the aircraft will remain registered on the FAA's civil registry and under U.S. ownership for a minimum period of nine (9) months after delivery. In the event the aircraft is de-registered from the FAA's civil registry prior to the end of this nine (9) month period, Buyer agrees to pay Seller, within thirty (30) calendar days from the date of de-registration of the aircraft, two percent (2%) of the total purchase price, before any applicable discount was applied, for twin engine aircraft and four percent (4%) of the total purchase price, before any such discounts, for single engine aircraft.

Paragraph 9 - CONFIDENTIALITY

To the extent allowable by Oklahoma law, during the performance of the Contract, the confidential information of the Parties shall be protected as follows: the term "Confidential Information" shall mean this Contract and any information or data in whatever form (either in writing or orally, subject to the conditions set forth hereinafter, and including but not limited to any written or printed documents, samples, models or any means of disclosing such Confidential Information that the disclosing Party may elect to use during the life of the Contract), disclosed by either Party to the other and which is designated as confidential by the disclosing Party by an appropriate stamp, legend or any other notice in writing, or when disclosed orally, has been identified as confidential at the time of disclosure and has been promptly (thirty (30) calendar days at the latest) confirmed and designated in writing as Confidential Information of the disclosing Party, or if not so designated would be understood by a reasonable recipient to be confidential.

The receiving Party hereby covenants that, from the effective date of the Contract, the Confidential Information received from the disclosing Party shall:

- (a) be protected and kept in strict confidence by the receiving Party, which must use the same degree of precaution and safeguards as it uses to protect its own Confidential Information of like importance, but in no case any less than reasonable care;
- (b) be only disclosed to and used by those persons within the receiving Party's organization (including temporary workers) and its Affiliates, external counsels, lawyers, accountants, auditors, banks, insurers and IT Service Providers, who have a need to know and solely for the purpose specified in the Contract (and provided such entities are bound by confidentiality obligations either at least as constraining or resulting from a professional duty by operation of law);
- (c) not be used, in whole or in part, for any purpose other than the purpose of the Contract without the prior written consent of the disclosing Party;
- (d) neither be disclosed nor caused to be disclosed, whether directly or indirectly to any third Party or persons other than those mentioned in Subparagraph 9(b) above; and
- (e) neither be copied nor otherwise reproduced nor duplicated, in whole or in part, where such copying, reproduction or duplication has not been specifically authorized in writing by the disclosing Party.

The obligations of confidentiality/use restriction will not apply to any Confidential Information that the receiving Party proves:

- (a) was in the public domain prior to the date of the Contract or subsequently came into the public domain through no fault of the receiving Party; or
- (b) was lawfully received by the receiving Party from a third party free of any obligation of confidence to such third party; or
- (c) was already in the possession of the receiving Party prior to receipt thereof, directly or indirectly, from the disclosing Party; or
- (d) is required to be disclosed in a judicial or administrative proceeding after all reasonable legal remedies for maintaining the information in confidence have been exhausted including giving the disclosing Party such advance notice of the possibility of disclosure as practical so the disclosing Party may attempt to stop such disclosure or obtain a protective order concerning such disclosure; or
- (e) is subsequently and independently developed by employees, consultants or agent of the receiving Party without reference to the Confidential Information disclosed under the Contract.

Any Confidential Information and copies thereof disclosed by either Party to the other shall, subject to any third party rights, remain the property of the disclosing Party and shall be immediately returned by the receiving Party upon request. Notwithstanding the confidentiality obligations stated in the Contract, the receiving Party may disclose the Confidential Information to any governmental agency or judge legally authorized to have mandatory access to such information, provided however that in these circumstances, the receiving Party shall, prior to disclosure, notify the disclosing Party to give the disclosing Party the opportunity to take appropriate action(s), as far as available, against such disclosure. No right, license, interest or title to the Confidential Information is granted the receiving Party. The Parties agree that in the event of a threatened or actual breach of the terms of this Paragraph 9, the disclosing Party would or will be irreparably harmed, will not have an adequate remedy at law, and will be entitled to seek injunctive relief and/or specific performance as a matter of right from a court of competent jurisdiction, without necessity of posting or providing any bond or other security otherwise required by applicable law. The injunctive relief which the disclosing Party shall be entitled to seek shall include, but is not limited to, an injunction restraining the receiving party from any further breach of this Contract and requiring it to take any affirmative action reasonably necessary to prevent any such further breach. The foregoing remedies will be cumulative of all other remedies which may be available to the disclosing Party hereunder, at law or in equity.

Paragraph 10 - INTELLECTUAL PROPERTY

Seller and/or Helicopter Manufacturer retains all rights in respect of developments, inventions, know-how, production procedures and any intellectual property rights relating to the Products that they manufacture and/or Services related thereto.

Nothing in the Contract shall be construed as a legal transfer of or license to (other than specified hereafter), any patent, utility or design model, copyright, trademark, know-how or other intellectual property right.



Copying and/or reproducing and/or communication and/or transmission to a third party of any of Seller's Products, Services, technical information, publications or training manuals, either wholly or partially, without Seller's express written consent is strictly forbidden (except for copying by Buyer of technical documentation provided by Seller exclusively for the purposes of operation and maintenance of the Helicopter(s) purchased by Buyer under the Contract).

Seller grants the Buyer a non-exclusive, non-transferable license to use

- (a) SaaS for the purposes of operating and/or maintaining Helicopter(s), and/or
- (b) the executable form of the software on the related Product, for the purposes of operating the Helicopter.

This license does not entitle Buyer to receive free of charge updates of such software. Buyer shall not decompile, disassemble, modify, reverse assemble, reverse engineer or reduce to human readable form, the software except to the extent the foregoing restriction is determined to be invalid or unenforceable under applicable law.

Paragraph 11 - DATA EXCHANGE

- (a) **General.** In order to improve the Products, their reliability and availability and Buyer services, Helicopter Manufacturer has set up a data exchange process based on maintenance and operational data coming from Buyer's Helicopters in Service. The data (hereinafter the "Data") will primarily consist of:

- (1) Helicopter data generated by on-board recording systems,
- (2) information system data, such as maintenance, operation, logistics and airworthiness data, and
- (3) data loaded into, transmitted, stored, or generated by the SaaS as a result of the use of the SaaS.

For these purposes, Buyer, including its designated entity for operations and/or maintenance, hereby authorizes Helicopter Manufacturer on a free and non-exclusive basis:

- (1) to collect such Data.
- (2) to use the Data to create processed data (data which is reconciled, enriched, qualified and analyzed by the Helicopter Manufacturer, hereinafter the "Processed Data").
- (3) to anonymize such Processed Data (Processed data which is anonymized, not enabling to identify the Buyer) (hereinafter the "Anonymous Data"),
- (4) to disclose Data, Anonymous Data and Processed Data internally only to those of its employees (for the avoidance of doubt, this shall include temporary workers) and/or to the Seller having a need to have access to such data for the purpose (*) stated below,
- (5) to disclose Data and Processed Data to partners, suppliers and/or subcontractors of the Seller (i) having a need to have access to such data for the purpose (*) stated below and (ii) being bound by confidentiality obligations,
- (6) to disclose Anonymous Data to partners, suppliers and/or subcontractors of the Seller for the purpose (*) stated below.
- (7) to use and disclose to customers Anonymous Data (including after being complemented with additional sources of Anonymous Data) for the purpose (**) stated below, and
- (8) to store Data, Processed Data and Anonymous Data.

(*) Disclosure shall be for the purpose of further software and service development, helicopter improvement and expert analysis.

(**) Trend monitoring, benchmarking services, report issuance, analyses and customer workshops for helicopter maturity.

Data, Anonymous Data and Processed Data may also be used for the purposes of supporting the Buyer subject to a specific agreement. Buyer remains solely and exclusively responsible for Buyer's Data exchanged. Buyer shall take any appropriate action in order to comply with the applicable laws and regulations, to ensure to the greatest extent possible that nothing in its Data contravenes public policy and such data is free from any virus, Trojan or the like.

- (b) **Data Confidentiality and Intellectual Property.** The Parties agree that any and all Data disclosed by Buyer or its designated entity to Helicopter Manufacturer and/or Seller shall be deemed confidential. Nevertheless, the Helicopter Manufacturer and/or Seller shall be entitled to disclose Data and Processed Data to the persons and entities and at the conditions described above. Anonymous Data (including after being complemented with additional sources of Anonymous Data) can however be used and disclosed by the Helicopter Manufacturer and/or Seller without being subject to any confidentiality limitations/obligations. Helicopter Manufacturer and/or Seller owns all foreground intellectual property and know-how, if any, generated by the outcome of the analysis of the Data, Processed Data and/or Anonymous Data.
- (c) **Data Related Liability.** Notwithstanding anything to the contrary in the Contract, the intent of data collection is not to analyze such data in order to detect/prevent potential incidents/accidents. Therefore, the Helicopter Manufacturer and/or Seller shall not be liable towards the Buyer as a result of the mere possession by the Helicopter Manufacturer and/or Seller of the Data or as the result of any exchange or analysis of information collected through the process.
- (d) **SaaS.** The Seller provides the Buyer at no additional cost with a package of one (1) year subscriptions to the following Services, as available depending on the helicopter's type:
 - o Flight Perfo apps per delivered Helicopter;
 - o Flight analyser per delivered Helicopter.

The subscription will be then automatically renewed for subsequent periods of one (1) year at the respective rates annually published by the Seller except if one of the Parties terminates the subscription no later than thirty (30) calendar days prior to the end of the current annual period by registered letter.

The Buyer hereby acknowledges and agrees that the Buyer and the Users shall abide by the AirbusWorld Terms of Use. The Buyer shall also ensure that all Users comply with the relevant AirbusWorld Terms of Use, available to the Buyer by the Seller upon request and downloadable in their latest version from the application.

Should the Buyer wish to delegate to a third party the access to the SaaS, the Buyer shall ask in writing an authorization that the Seller may accept or refuse at its sole discretion.

SaaS will be provided in English and is designed to perform the services as described in the service specification, available to the Buyer by the Seller upon request.



Data loaded via the SaaS are hosted on a cloud. The conditions of the data access and protection are described in the AirbusWorld Terms of Use. The Buyer declares to be fully aware of and authorizes expressly the Seller to store its Data on the cloud and also on secured data platform. Buyer's Data integrity is warranted as defined in the applicable conditions of the Seller's cloud service provider(s) available on the Seller's website when acceding to the SaaS. The Buyer undertakes to comply with the terms and conditions of the services provided by the Seller through its cloud provider(s). The Seller will choose the cloud provider(s) at its sole option and may change from time to time.

The Buyer remains solely and exclusively responsible for the Buyer's Data exchanged. The Buyer shall take any appropriate action in order to comply with the applicable laws and regulations, to ensure that none of the Buyer's Data exchanged contravene public policy and that they are free from any virus, Trojan horse or the like.

Paragraph 12 - TERMINATION

(a) Extraordinary Termination

Either Party may immediately terminate the Contract by notice in writing to the other Party if:

- (1) If either Party becomes insolvent or commits an act of bankruptcy or becomes bankrupt, or takes the benefit of any law that may be in force for bankrupt or insolvent debtors, or becomes involved in voluntary or involuntary winding-up or dissolution or liquidation proceedings, or if a receiver or receiver manager is appointed for all or any portion of a Party's property or if any steps are taken or any action or proceedings are instituted by a Party or any third party, including but not limited to, any court or governmental body of competent jurisdiction for the dissolution, winding-up or liquidation of such Party or its assets, then the other Party may terminate the Contract by written notice to the insolvent Party at any time and without prejudice to any other rights or remedies.

(b) Termination for Default

In the event that either Party commits a material breach of its obligations under this Contract and fails to cure that breach within ninety (90) calendar days after receiving written notice of the breach, the other party may terminate this Contract immediately upon written notice to the party in breach.

In the case of termination for default, the following shall apply:

- (1) In case of default by Buyer:
 - o Buyer shall reimburse Seller for all costs (including but not limited to raw materials, labor, overhead, storage and financial fees) incurred by Seller or which Seller could not avoid incurring (including termination indemnities, if any, under the contracts between Seller and its subcontractors or suppliers or under the second level contracts or subcontracts),
 - o Buyer shall pay to Seller a termination indemnity equal to ten percent (10%) of the price as well as an indemnity equal to the damages sustained by Seller,
 - o To the extent allowable by Oklahoma law, Buyer will indemnify Seller against any loss, damage or expense which it may sustain or incur as a consequence of the occurrence of any Buyer event of default under the Contract, and
 - o Seller shall be entitled to retain any prior payments and/or deposits previously made by Buyer.
- (2) In case of default by Seller:
 - o Seller shall return to Buyer any BFE/CFE remaining on its premises,
 - o Seller shall refund Buyer, the amount of any payments received prior to such default, and
 - o In the event of a multi Helicopter order, Seller shall be entitled to deliver the non-faulty Helicopter(s) and related Services, and shall be paid the corresponding price thereof.

Paragraph 13 - LIABILITY

Notwithstanding any provision to the contrary in the Contract, the total and cumulative liability of Seller under the Contract, due to any and all causes whatsoever, whether based on breach of contract or in tort or otherwise, shall in no event exceed in aggregate an amount equivalent to ten percent (10%) of the total net Contract price.

The above limitation shall not apply in the event of gross negligence, willful misconduct, death or bodily injury.

Each Party shall be responsible for death or bodily injury arising to its own personnel, whatever the cause. The Parties therefore waive the right to any claim against the other in this respect, except if such death or bodily injury is caused by the gross negligence or willful misconduct of the other Party.

In no event shall the Parties be liable for any indirect, consequential, incidental, special or punitive damages of any kind, including, but not limited to, damages for any loss of use or profit, loss of assets, loss resulting from business disruption, loss of goodwill or loss of contractual opportunity by the other Party.

To the extent permitted at law, Seller's obligations and liabilities and Buyer's rights and remedies as set forth in the Contract are exclusive and are in replacement of any and all other remedies under law or otherwise.

Paragraph 14 - GENERAL

- (a) In the event of any dispute, claim, question or disagreement arising from or relating to this Contract or the breach thereof, the Parties agree to use their best efforts to settle the dispute, claim, question or disagreement by meeting to pursue resolution through negotiation before resorting to litigation. This Contract and the rights of the Parties hereto shall in every respect be governed by and construed in accordance with the substantive laws of the State of Oklahoma without regard to its conflict of law principles or reference to the laws of any other state or jurisdiction. Buyer hereby irrevocably consents and agrees that any legal proceeding arising out of or in connection with this Contract or the rights of the Parties hereto may be commenced and prosecuted to conclusion in Oklahoma County, Oklahoma or the Western District of Oklahoma.
- (b) Buyer shall neither assign any rights nor delegate any duty under this Contract without the prior written consent of Seller.
- (c) The signatory for Buyer hereby represents that he/she is Buyer's authorized representative and that Buyer is fully authorized and empowered to enter into this Contract and has full authority to perform the Terms and Conditions hereof. This Contract may be executed in multiple counterparts which together shall constitute the original hereof. The signature of either Party exchanged by facsimile transmission or electronically via email shall be binding to the same extent, and have the same force and effect, as the exchange of an original written signature.
- (d) The language of each provision of this Contract shall be construed as it relates to the entire agreement and accorded its fair meaning without regard to the person who drafted all or any part of this Contract.
- (e) If any part of this Contract shall be held by any court of competent jurisdiction to be illegal or unenforceable, the rest of this Contract shall not be affected and shall remain in full force and effect.



- (f) Nothing in this Contract shall constitute or create a joint venture, partnership, agency, or any similar relationship between Buyer and Seller. Neither Party will have the authority to enter into contracts on behalf of or bind the other in any respect. Buyer agrees to take such other action and to execute and deliver such agreements or other documents as may be reasonably necessary or desirable to carry out the purposes of the provisions of this Contract.
- (g) The provisions of the limited warranty, confidentiality, intellectual property, data exchange, and liability paragraphs of the Contract shall survive and continue to have effect after the termination or expiry for any reason whatsoever of the Contract.
- (h) No term or provision hereof will be considered waived by either Party, and no breach excused by either Party, unless such waiver or consent is in writing and signed by both Parties. No consent by either Party to, or waiver of, a breach by either Party, whether express or implied, will constitute a consent to, waiver of, or excuse of any other, different or subsequent breach by either Party.

Paragraph 15 - MODIFICATIONS

This Contract supersedes all other agreements, written or oral, with respect to the understanding and agreement of the Parties. This Contract constitutes the final written expression of all the terms of this Contract and is the complete and exclusive statement of those terms. No modification or amendment, except for approved change order, made to the printed Terms and Conditions of this Contract shall be effective until both Parties shall have signified their acceptance thereto by separately initialing each modification or amendment. Any subsequent modification, amendment, or waiver to this Contract must be in writing and signified by both Buyer and Seller. In the event of any contradictions and/or discrepancies between the parts of the Contract, precedence shall be given in the following decreasing order:

- (1) Purchase Agreement
- (2) Terms and Conditions
- (3) Any other Exhibits, or annexes, in their order of appearance

Paragraph 16 - REGULATORY RULES and EXPORT CONTROL

I. The Parties hereby undertake at all times to (1) comply with all applicable laws and regulations in particular and not limited to national and international anti-corruption, anti-money laundering and Export Regulations, as defined below (together "Regulatory Rules") and (2) undertake to act in accordance with national and international human rights regulations applicable in their respective countries. In this regard, and in any case, the Arms Trade Treaty and the Geneva Conventions of 1949 shall constitute the Parties' baseline for human rights ethical behavior.

In case of violation by the Buyer of (i) any Regulatory Rules, including those enforced by the E.U. and/or the U.S., as well as (ii) any of the obligations set forth in this Paragraph 16, the Seller will be entitled to either terminate the Contract or to suspend performance of its obligations under such Contract, and/or any of its obligations arising from any other agreement with the Buyer, forthwith without prior notice and without liability whatsoever without prejudice to any claim that the Seller may have under the Contract or any other agreement.

- (a) The Products, goods, Parts, tooling, and data covered by this Contract may be subject to governmental rules and regulations including but not limited to the provisions of US Customs and Border Protection laws (Title 19 of the US Code) and regulations (Title 19 of the Code of Federal Regulations), the Export Administration Act of 1979 (50 USC 2401 et seq.), the Export Administration Regulations (EAR) promulgated thereunder (15 CFR 788-799), the US Arms Export Control Act (22 USC 2778 et seq.), the International Traffic in Arms Regulations (ITAR) (22 CFR 120-128 and 130), and non-U.S. export laws and regulations.
Buyer acknowledges that (1) these US statutes and regulations impose restrictions on the import from and export to countries outside the US of certain categories of goods, and data, (2) licenses from the US Department of State and/or the US Department of Commerce may be required before such goods, and data can be exported and in some cases, imported, (3) these licenses may impose additional restrictions on use and further disclosure of such goods and data, and (4) the export or disclosure of such goods and data to foreign persons is subject to these statutes, regulations, license requirements and restrictions regardless of whether the export occurs in the US or abroad. Notwithstanding the foregoing, the obligation to comply with such regulation shall survive any novation, assignment, or transfer of obligation between the Parties.
- (b) The Buyer undertakes to provide truthful, accurate and complete information to the Seller such as may be required by the Seller from time to time to comply with its obligations pursuant to the Regulatory Rules, including but not limited to information on the Buyer's corporate structure and shareholding, and the source(s) of financing of the Contract. The Contract will only come into force once the Seller has received from the Buyer all required information and performed all necessary verifications pursuant to the Regulatory Rules and to the "Know your Customer" policy of the Seller. During the Contract execution and performance, a) failure by the Buyer to comply with the Regulatory Rules and/or b) Buyer becomes a Sanctioned Person and/or c) performance of either Party's obligations under the Contract would constitute a breach of Regulatory Rules and/or d) failure by the Buyer to timely provide all necessary information and/or cooperate with the Seller, shall entitle the Seller to terminate the Contract in accordance with the provisions of Paragraph 12 without any prior notice and liability whatsoever.
- (c) Irrespective of the applicable Incoterm, if Products are exported directly to a country outside the United States, Seller will provide appropriate export customs documentation to Buyer or its designated freight forwarder. Buyer guarantees correct closure of the related customs procedure(s) in due time on leaving the United States or the country of dispatch. In case of non-compliance, Buyer shall be liable for any additional costs and charges imposed on Seller by the applicable tax authority.
- (d) For the purposes of this Contract, the following terms have the following meanings:
 - (i) "Authorization(s)" means any license, approval, authorization, regulatory registration, consent agreement, exception or exemption to export, re-export, import, transfer or retransfer any Item according to Export Regulations.
 - (ii) "Export Regulations" means United State of America ("U.S."), European Union ("E.U.") and any other applicable law or regulation providing for economic or financial sanctions, sectoral sanctions, secondary sanctions, trade embargoes, export control, regulations, Authorizations or other similar restrictive measures.
 - (iii) "Item" means hardware, software, technical data/technology(ies) and/or services.
 - (iv) "Sanctions Authority" means the government of the U.S. (including, without limitation, the Department of State, the Department of Commerce and the Office of Foreign Assets Control (OFAC) of the US Department of the Treasury), the United Nations Security Council, the E.U., the United Kingdom or the government of any country with jurisdiction over the Parties.
 - (v) "Sanctioned Person" means any natural or legal person that is:
 - a. the target of any restriction under Regulatory Rules; or
 - b. in any list of sanctioned persons of any Sanctions Authority (including the list of Specially Designated Nationals (SDN) and Sectorial or Sanctions Identifications (SSI) list, as issued and administered by OFAC); or
 - c. directly or indirectly owned or Controlled by any one or several person(s) designated under (a) or (b) above.



II. Export Control

- (a) Each Party commits to act in compliance with all applicable Export Regulations and acknowledges that diverting from such Export Regulations is prohibited. The Buyer shall ensure that its supply chain and its customers comply with Export Regulations when dealing with the Seller's Items.
- (b) The Parties acknowledge that performance by the Seller of its obligations under the Contract shall remain subject to obtaining, and to the terms of, any required Authorization. The Seller shall not be held liable if an Authorization is not granted or is granted with limited conditions and/or with any delay caused thereby or if an Authorization once granted is amended, suspended, revoked or not renewed. Such event shall be considered as an Excusable Delay as defined in Paragraph 4. It is the Buyer's responsibility to obtain all required Authorizations for the re-export/re-transfer of any Seller's Item or Product in compliance with Export Regulations. Each Party agrees to provide to the other any information, declarations or certifications required according to Export Regulations and with all information necessary to obtain and to comply with any required Authorization (including providing without delay duly completed and signed end-user statement/certificate). Prior to any change in the end-use/end-user or transfer of an item to any third party, the Buyer shall notify the Seller thereof and follow the instructions given by the Seller. When the Items or Products under the Contract are subject to Authorizations, the Buyer undertakes to abide by the content of the Authorizations, including specific end-use/end-user and provisions/conditions and any requirement to obtain a specific re-export authorization. The Buyer hereby waives any right to use any national blocking statute against the Seller to prevent it from complying with Export Regulations.
- (c) Should the Buyer be subject to requirements set out in ITAR Part 130 or Part 129, the Buyer shall comply therewith and shall remain solely liable therefor and the Buyer shall provide the Seller with a copy of Authorizations and provide any declaration necessary for the Seller to comply with Export Regulations.
- (d) When the Buyer provides any Item or Product to the Seller under the Contract, the Buyer shall ensure that the required Authorization is obtained prior to the delivery. In addition, the Buyer shall provide each Item or Product to the Seller together with all applicable export control information, including classification(s) and the Authorization number when applicable.
- (e) The Buyer acknowledges that the Seller's prior approval and the approval from the relevant authorities are required for the Buyer to access any classified export control Item and the Seller has the right to grant, refuse, suspend or revoke such access right at any time without notice. To access any classified export control Item provided by the Seller, the Buyer shall complete and sign the compliance declaration template for Third Party export controlled Items access control provided by the Seller.
- (f) Each Party represents to the other as at the date hereof that it is not a Sanctioned Person. If at any time following the signature of the Contract, a Party becomes a Sanctioned Person or performance of a Party's obligations under the Contract would constitute a breach of Export Regulations (a "Sanctions Event"), the impacted Party shall promptly notify the other Party and the Parties shall, to the extent permitted by Export Regulations, consult with each other with a view to mitigating the effects of such Sanctions Event. Such consultation is without prejudice to the right of either Party to suspend without liability its obligations under the Contract, including to the right of the Seller to deny the access to any Item or Product at any time following the occurrence of a Sanctions Event.
- (g) The Buyer undertakes to use the Item and/or Product exclusively for civil purposes and not to directly or indirectly sell, import, (re-)export, (sub)lease, or (re-)transfer the Item and/or Product for use or operation in any territory or country that is the target of any sanctions or embargoes under Export Regulations and/or to a Sanctioned Person in violation of Export Regulations. In particular, the Buyer shall not sell, export or re-export, directly or indirectly, to or for the use in any country sanctioned and/or prohibited under the Regulatory Rules, any Products and/or Services supplied under or in connection with this Contract that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014 (also part of the Regulatory Rules). The Buyer shall set up a mechanism to ensure that any third party complies with such prohibition.

APPROVED by Council and signed by the Mayor of the City of Oklahoma City this 5TH
day of NOVEMBER, 2024.

ATTEST:

Amy K. Simpson
City Clerk



[Signature]
Vice Mayor

REVIEWED for form and legality.

[Signature]
ASSISTANT MUNICIPAL COUNSELOR