

## Terms of Use

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS SITE

The following agreement (the "Agreement") sets out the terms and conditions by which you shall be granted access to the CX Insights Community platform (the "Site") and respective functionalities as made available to you by Bombardier Inc. ("BOMBARDIER") through the Site. It shall also apply to surveys that you may receive from time to time from BOMBARDIER, whether by email or in any other format.

By using this Site and/or completing surveys, you signify your assent to the terms of use of this Agreement. If you do not wish to be bound by this Agreement, do not navigate on the Site and do not complete the surveys. The terms and conditions of the present Agreement are subject to change without prior notice, and any amendment thereof will come into force according to the present Agreement.

This Site is owned by BOMBARDIER and may be used by you only for personal, non-commercial purposes. You are not authorized to change, adapt, rearrange, reformulate or decrypt the content of this Site, in any way whatsoever. When used herein, the term "BOMBARDIER" refers to BOMBARDIER INC. and its subsidiaries.

### Access conditions

In order to be granted continued access to the Site, the following cumulative conditions must be met: (i) you shall own, operate, manage, maintain or pilot a Bombardier aircraft, or you shall have owned, operated, managed, maintained or piloted such aircraft at least once in the 24 months period preceding access to the Site; (ii) you shall be 18 years of age or older; and (iii) you shall strictly adhere to the present Agreement.

Should you cease to meet any of the preceding conditions, BOMBARDIER may, at its sole discretion, revoke or suspend your authorized user status and access to the Site.

Notwithstanding the foregoing, given that the Site and surveys are to be used by BOMBARDIER for research and marketing purposes, it reserves the right, in its sole discretion, to revoke or suspend your membership from time to time, and to reactivate it. You acknowledge and agree that access to the Site is a privilege and not a right and that you waive any recourse should BOMBARDIER decide to revoke or suspend your membership.

### Information Purposes Only

Unless otherwise specified, the materials on this Site and in surveys are presented solely for the purpose of promoting BOMBARDIER products and services. BOMBARDIER does not represent or warrant this Site and surveys will be error free, or completely accurate or current at all times. Information on this Site and surveys could include inaccuracies or typographical errors.

Changes may be periodically made to the information on this Site and to the products and services it represents. BOMBARDIER does not warrant that this Site will be available and accessible at all times. BOMBARDIER also makes no representation that materials, products or services depicted on the Site and in surveys are appropriate or available in any or all locations.

BOMBARDIER does not provide technical advice or operating instructions on the Site and in surveys. You shall at all times be solely responsible for the use that you make of the information provided, and BOMBARDIER declines any responsibility in that respect.

#### User name and password

You shall be solely responsible for maintaining the confidentiality of your user name and password information. It is strictly prohibited to share this information with any third party or to allow anyone access to the Site without BOMBARDIER's prior written consent. BOMBARDIER shall not be responsible for any unauthorized use of your account. You shall inform BOMBARDIER forthwith of any breach of confidentiality of your user name and password.

#### Non-Disclosure Agreement

The Site and surveys contain BOMBARDIER's proprietary information which may include confidential information not generally available to the public. Participation in the Site and taking part in surveys does not convey any rights to reproduce, share or distribute their contents. Any reproduction, sharing or distribution of the Site, of surveys or of their contents without express written consent by BOMBARDIER is strictly prohibited.

#### Posting on the Site

Should BOMBARDIER add a functionality allowing the posting of comments by users on the Site, you shall be solely responsible for any content that you may decide to post and as to the consequences associated with said posting. In particular, but without limiting the generality of the foregoing, you shall not use the Site for conducting any commercial or for profit activity, study, survey, contest, spamming, hacking, or any other illegal activity or activities which are contrary to the present Agreement. You further agree not to post any defamatory, obscene, offensive, violent, racist, or material which may infringe the intellectual property or the privacy rights of others.

You shall refrain from any actions which may cause harm to BOMBARDIER or other users of the site. BOMBARDIER reserves the right, in its sole discretion, to remove all or part of a post which it deems contrary to the present Agreement. BOMBARDIER shall not be responsible and in no way endorses the postings by users of the Site. BOMBARDIER disclaims any representations regarding the monitoring of the content posted by users. Moreover, BOMBARDIER reserves all rights to suspend or revoke an account and/or the associated posting rights in case of infringement or alleged infringement of the present Agreement.

## Intellectual Property

The Intellectual Property contained on or accessible through this Site and in surveys (including, without limitation, all digital images of BOMBARDIER manufactured aircraft and other products or services offered by BOMBARDIER) shall not be used, redistributed, broadcast, published, copied to any other media or reproduced, or altered in any manner, distorted or used in any way that is detrimental to BOMBARDIER's image or reputation, or that of other users of the Site. For purposes hereof "Intellectual Property" shall mean any applicable intellectual property rights, including but not limited to patents, inventions, know-how, trade secrets and other confidential information, registered designs, copyrights, author's rights, database rights, design rights, any right equivalent to copyright, database rights and design rights, semiconductor topography rights, trade-marks, service marks, logos, domain names, business names, trade names, moral rights and all related registrations or applications in any country or jurisdiction, applicable to the Site or to surveys, or made available on the Site or in surveys.

Nothing contained herein shall be construed as granting, explicitly or implicitly, any license or other right to use the Intellectual Property materials other than in accordance with the terms contained herein. All rights, title and interest in the selection, coordination, arrangement and enhancement of the Intellectual Property are specifically reserved to BOMBARDIER and its licensors. You shall not, whether directly or indirectly, claim any ownership to or infringe any Intellectual Property rights on the Site or in surveys; nor use any of the Intellectual Property in the Site or in surveys, except as expressly authorized by a written agreement between you and BOMBARDIER.

Notwithstanding the foregoing, BOMBARDIER does not represent or warrant that the Intellectual Property contained on or accessible through this Site and in surveys does not infringe the rights of others.

## Monitoring Access and Activity

BOMBARDIER reserves the right to monitor access to any activity on the Site, and to access and remove any information transmitted or received through the Site or any service provided on the Site (the "Services"), or to terminate your access to and use of the Site and/or Services in the event of failure to comply with this Agreement. You agree that BOMBARDIER shall have the right to use any information resulting from monitoring the Site or the Services in any lawful manner, provided that confidentiality is maintained.

## Limitation of Liability and Indemnification

TO THE EXTENT PERMITTED BY LAW, THIS SITE, SURVEYS AND ALL OF THE INFORMATION THEY CONTAIN ARE PROVIDED " AS IS " WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

IN NO EVENT, IN REGARD TO THIS SITE, SURVEYS OR ANY OTHER HYPERLINKED SITE, WILL BOMBARDIER BE LIABLE TO ANY PARTY FOR ANY DAMAGES OR INJURY CAUSED BY (INCLUDING BUT NOT LIMITED TO) YOUR RELIANCE ON INFORMATION CONTAINED IN THIS SITE, SURVEYS, YOUR ACCESS TO, OR USE OF,

THIS SITE OR SURVEYS, ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR OTHER CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, ANY LOSS OF PROFITS, INCOME, GOODWILL, CONTRACTS, BUSINESS INTERRUPTION, LOSS OR DAMAGE OF PROGRAMS OR OTHER DATA ON YOUR INFORMATION HANDLING SYSTEM, ANY DETERIORATION OR INFECTION BY VIRUSES OR BY MALICIOUS CODES OR OTHERWISE, OR ANY OTHER LOSS, FINANCIAL OR NOT, OR DAMAGE WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH, THE USE OF, ACCESS TO COMPUTER INTRUSION, SECURITY FAILURE, OR THE INABILITY TO USE THIS SITE, SURVEYS OR THE INFORMATION CONTAINED THEREIN, EVEN IF BOMBARDIER (OR ANY THIRD PARTY POSTING INFORMATION) HAS BEEN EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

By using the Site and by taking part in surveys at your own risk, you agree to indemnify BOMBARDIER for any and all claims, damages, losses, liabilities and causes of action (including legal expenses) arising out of or relating to your breach or alleged breach of this Agreement (including without limitation, claims made by third parties for violation of their rights), or for any information or data that is provided by you, or through a misuse of your User Name and Password. BOMBARDIER will inform you promptly, by registered letter or e-mail, of such claim, damage, or cause of action and you agree to cooperate as fully as reasonably required in the defense of any claim. BOMBARDIER reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you.

None of the subsidiaries of BOMBARDIER shall be liable or in any way responsible for the content of this Site and of surveys.

#### External Links

You hereby acknowledge and agree that the Site and surveys may contain advertising and/or links that may give you access to a non-BOMBARDIER site. Advertising and links are provided for your convenience only and you may access them at your own risk. Furthermore, please understand that these sites are independent from BOMBARDIER, and that BOMBARDIER has no control over the content of such sites, does not give any warranty with respect to such sites, and the provision of the link does not constitute an endorsement by BOMBARDIER of these other sites. In no event shall any reference to any third party or third party product or service be construed as an approval or endorsement by BOMBARDIER of that third party or of any product or service by a third party.

#### Termination of this Agreement

In the event of any breach of this Agreement, BOMBARDIER may suspend and/or terminate automatically, in whole or in part, your access to and use of the Site with or without notice. Furthermore, since the damages may be insufficient to protect and compensate BOMBARDIER in the event of any breach of this Agreement, you hereby agree that BOMBARDIER shall be entitled to obtain, in addition, from any competent court and to the extent permitted by applicable law, preliminary injunctive relief and other equitable and legal remedies against in connection with the enforcement of this Agreement.

### Changes to the Terms and Conditions of Use

BOMBARDIER shall have the right, from time to time, to add or remove any terms or conditions of this Agreement. Any revision to this Agreement shall be posted on this Site. Accordingly, you agree to periodically check the revisions made, to read them before using the Site and accept that any subsequent use of this Site after changes are posted means that you agree to be legally bound by this Agreement as updated and or amended.

### Governing Law

This Agreement is governed by and shall be construed in accordance with the laws of the province of Québec without giving effect to any principles of conflicts of law. The parties have designated the District of Montréal, Province of Québec, as the jurisdiction for any litigation arising in connection herewith. If any provision of this Agreement is unlawful, void, or unenforceable for any reason, then that provision shall be deemed severable from this Agreement and shall not affect the validity or enforceability of any remaining provisions. This Agreement [and BOMBARDIER privacy statement] constitute the entire agreement between the parties relating to the terms and conditions of use of this Site and of surveys.

Please note that both the English and French versions of this Agreement have equal legal value.