

SECURE FILE TRANSFER PROTOCOL (SFTP) TERMS OF USE

Erickson Incorporated ("Erickson") offers a SFTP (the "Site") for the exclusive use of Erickson suppliers, vendors, other external organizations and their respective employees ("Supplier") to exchange data with Suppliers via electronic, web-based remote access. Use of the Site and any programs or content contained therein by registered users (see section 3 below) of the Site is voluntary and subject to the following terms and conditions for use ("Terms of Use").

1. Acceptance of Terms of Use

Suppliers' use of the Site is conditioned on the Supplier's acceptance of these Terms of Use. By clicking on the "I Accept" button below, you, the Agent of Supplier, are assenting on behalf of your employer, Supplier, that Supplier is legally bound by all the Terms of Use and representing that you have the authority to so bind your employer. Erickson reserves the right to revise the Terms of Use from time to time without prior notice. By using this site, Supplier agrees to be bound by the current Terms of Use. If the Supplier finds the Terms of Use to be unacceptable, then the Supplier must immediately terminate its use of the Site.

2. Proprietary Materials

The entire contents of this Site (including without limitation its layout, interfaces, functionality, incorporated images, text, and all documents and information contained therein (collectively, the "Content")) are proprietary to Erickson or its content providers or licensors and are protected by the copyright laws of the United States and international agreements. Except as expressly provided for in these Terms of Use, any modification or use of any Content for any other purpose constitutes an infringement of Erickson's intellectual property and other proprietary rights.

In consideration of the fulfillment of its obligations hereunder, Erickson hereby grants Supplier a royalty free, revocable, non-exclusive, non-sublicensable, non-transferable right and license to remotely use the Site to access, review and use, solely for purposes of facilitating Supplier's business use in the performance of its obligations under contract with Erickson ("Permitted Use"), such documents and information as Erickson may in its discretion make available to the Supplier thereon or there through (the Site, such access, and Content being referred to collectively herein as the "System"). In no event shall access to, use of, or information obtained from the System be used for any other purpose. Notwithstanding anything in this Agreement to the contrary, all use of the System and any Permissions (as defined in Section 3 below) shall be strictly in accordance with Erickson policies and applicable laws.

Other than as required for the Permitted Use, Supplier may not (a) download or reproduce any of the documents or information obtained from the System; or (b) distribute, disclose, or allow access to, or use of, the System to or by any third party without the prior written permission of Erickson. Supplier shall cause its personnel to comply with these Terms of Use. All rights not expressly granted to the Supplier hereunder are retained by Erickson.

Erickson and the associated logos and other marks clearly identified in this Site are trademarks. You may not use such marks without Erickson's prior written permission. All other names, brands and marks are used for identification purposes only and may be trademarks or registered trademarks of their respective owners.

3. Access to and Use of the System

Security

To permit Supplier and its individual personnel to access the System, Erickson will provide Supplier and its personnel with unique permissions (collectively, "Permissions"). For Erickson to issue Permissions, Supplier must identify and certify in Attachment A to these Terms of Use the citizenship/s, and country of birth for non-US citizens, of each individual employee of the Supplier seeking access to the System. The supplier shall not permit the disclosure or sharing of permissions

by its personnel. Supplier shall only permit use of a Permission by authorized current employees, and shall not provide or distribute any to, or permit the use of any Permission by, any third party, and Supplier acknowledges that any permissions needed by a third party may only be provided directly by Erickson in its sole discretion. Supplier shall immediately notify Erickson of any distribution of a Permission to a third party of which Supplier becomes aware. Erickson may terminate, deactivate, suspend, alter access rights, or otherwise interfere with or modify the operation of any Password at any time in its sole discretion.

Consents

Before using the System, you must obtain all required consents and approvals from the company sponsoring your use of the Site, and from any customers, clients and other third parties who may be affected by, or may need to consent to, your access to and use of the System and any of the services provided through it.

4. Use Restrictions.

Use of the Site and the Content must be in strict accordance with these Terms of Use, any other terms applicable to the various features of this Site and all applicable laws, rules, and regulations. User agrees not to: (a) restrict or inhibit any other authorized user from using this Site; (b) attempt to circumvent the security measures of this Site; (c) post or transmit any information, software or other material that is fraudulent or violates or infringes the rights of others, including material that violates privacy or publicity rights, or infringes copyright, trademark or other proprietary rights; (d) use any Site resource for commercial purposes not expressly permitted by these Terms of Use; (e) impersonate any person or entity or falsely state or otherwise misrepresent your professional or other affiliation with any person or entity; (f) resell, redistribute, broadcast or transfer any information derived from the Site; or (g) post or transmit anything constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any domestic or international law. Users agree that the Site and all Content provided therein will not be used for any unlawful purpose.

5. Confidentiality.

(a) Supplier shall treat all information and materials obtained on or through the System as proprietary and confidential to Erickson, and, except to the extent permitted, if at all, pursuant to the Permitted Use, shall not disclose or distribute such information to any third party without Erickson's express written consent in Erickson's sole discretion, or reverse engineer, reverse assemble, disassemble, or decompile the System or any of its contents, and (b) upon any termination of this Agreement, Supplier shall return to Erickson, or upon Erickson's request destroy, all information and materials obtained on or through the System.

6. Legends.

Suppliers shall not remove or alter any copyright or other notice, or any restrictive or proprietary legend, affixed to or incorporated in any portion of the System. To the extent a separate agreement requires the application of notices or legends different than, or the removal of, legends applied within the System (including without limitation to any information or materials in the System), Supplier hereby expressly waives such requirement.

7. Termination.

Erickson may terminate this agreement at any time, without cause. In the event of expiration or termination of this agreement or the Permitted Use, whichever occurs first, Supplier's right hereunder to access and use the System will immediately terminate.

8. Verification.

Supplier acknowledges that Erickson may monitor Supplier's activities on the System at Erickson's

discretion in accordance with applicable laws, and Supplier consents to such monitoring. In addition, upon notice from Erickson, Supplier shall provide Erickson with such information, access, and assistance as they may reasonably require verifying compliance with the terms of this Agreement.

9. Warranties and Disclaimer.

NOTHING IN THIS AGREEMENT SHALL OBLIGATE ERICKSON PROVIDE ACCESS TO THE SYSTEM OR ANY OF ITS CONTENT. THE PROVISION OF SUCH ACCESS IS AT ERICKSON'S SOLE DISCRETION, AND MAY BE LIMITED OR DISCONTINUED AT ANY TIME. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SYSTEM AND ACCESS THERETO ARE PROVIDED "AS IS," "AS AVAILABLE," "WITH ALL FAULTS" AND WITHOUT ANY REPRESENTATIONS OR WARRANTY OF ANY KIND, AND SUPPLIER'S USE OF THE SYSTEM IS SOLELY AT SUPPLIER'S OWN RISK. ERICKSON DOES NOT WARRANT THAT THE SYSTEM OR ACCESS THERETO WILL MEET THE SUPPLIER'S REQUIREMENTS OR THAT THE OPERATION WILL BE UNINTERRUPTED OR ERROR-FREE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ERICKSON DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS AND IMPLIED, CONCERNING OR RELATED TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SYSTEM AND ACCESS THERETO WILL NOT INFRINGE ANY THIRD-PARTY PATENTS, COPYRIGHTS, TRADEMARKS OR OTHER RIGHTS.

10. Limitation of Liability.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, ERICKSON WILL NOT BE LAIBLE FOR ANY LOSS, COST, DAMAGE OR OTHER INJURY, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH (A) YOUR USE OF OR RELIANCE ON, OR YOUR INABILITY TO USE OR RELY ON, THE SYSTEM; (B) ERICKSON'S PERFORMANCE OF ITS OBLIGATIONS UNDER OR IN CONNECTION WITH THESE TERMS OF USE; (C) LOSS OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE SYSTEMS, SERVICES, OR TECHNOLOGY; (D) ACCESS TO OR ALTERATION OF YOUR PERSONALLY-IDENTIFIABLE INFORMATION OR OTHER INFORMATION IN AN UNAUTHORIZED MANNER; OR (E) ANY ACTION OR INACTION OF ANY OTHER USER OF THE SITE. UNDER NO CIRCUMSTANCE SHALL ERICKSON BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUES, INCOME, PROFITS, SAVINGS, GOODWILL, OR DATA ARISING OUT OF OR RESULTING FROM ANY USE OF THE SYSTEM OR ACCESS (OR LACK OF ACCESS) THERETO, EVEN IF ERICKSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. Indemnification.

Supplier agrees to indemnify, defend and hold Erickson, its subsidiaries, affiliates, contractors, suppliers, co-branders and other partners, and their officers, directors, employees and agents harmless from and against all claims, demands, suits or other proceedings, and all resulting loss, damage, liability, cost and expense (including reasonable attorneys' fees), of any third party due to or arising out of content, data or information submitted by Supplier, or posted to or transmitted through this Site, Supplier's access to and use of the Content, Supplier's violation of these Terms of Use, or Supplier's violation of any rights of another. All rights and duties of indemnification set forth herein shall survive termination of these Terms of Use.

12. Export

Information and materials on the System may be subject to restrictions under the Arms Export Control Act (22 USC 2778), and its implementing regulations, the International Traffic in Arms Regulations (22 CFR Part 120-130), and/or the Export Administration Act of 1979 (50 USC 2401-2420), and its implementing regulations, the Export Administration Regulations (15 CFR, Chapter VII). Supplier acknowledges that these statutes and regulations impose restrictions on: (a) the import, export, and transfer of certain categories of information/data to any foreign entity or country; and (b) the disclosure of certain categories of information/data to any foreign national, whether in the U.S. or abroad. Supplier acknowledges, agrees, and hereby certifies that it will comply with the requirements of these statutes and regulations in connection with the disclosure, import, export, and/or transfer of information and materials obtained on or through the System falling within such

certain categories. Additionally, Supplier reaffirms intent to comply with the terms of any export approvals obtained by Erickson and/or by Supplier related to the data accessed through the System. Acceptance of these Terms of Use and access to the System in no way grants the user authorization for disclosure, import, export, and/or transfer.

13. Privacy Policy.

Erickson strives to protect the privacy of users of this site and will treat any information collected in a professional manner. However, we do not guarantee privacy and cannot guarantee against unauthorized access to the Site. We therefore discourage you from providing us with information that you consider confidential. We will not intentionally disclose your information to a third party unless required to do so by law. By using the Site to provide us with your personally identifiable information, you consent to our collection and storage of that information. We may store that information and use it to contact you if it is suitable for content updates and enrollment reminders. Information may be stored on your computer in the form of session cookies to assist your navigation through the Site.

14. Miscellaneous.

This agreement contains the entire agreement of the parties with respect to the subject matter hereto and supersedes any previous agreements with respect to the subject matter hereof. This agreement may not be assigned or transferred by Supplier without the prior written permission of Erickson in its sole discretion. Erickson may freely assign or transfer this agreement and its obligations hereunder. This agreement shall be governed by the laws of the State of Oregon without regard to choice of law rules, and the exclusive venue for disputes shall be the State and Federal courts located in the State of Oregon. If a court of competent jurisdiction finds that any provision of these Terms of Use is invalid or unenforceable, we both agree that the other provisions of these Terms of Use will remain in full force and effect. Supplier agrees that, regardless of any applicable law to the contrary, Supplier cannot file a claim or cause of action arising out of or related to the System or these Terms of Use more than one (1) year after such claim or cause of action arose. Any provisions which by their nature should survive, shall survive any termination of this Agreement.

Return Completed Form to: SCMgrs@EricksonInc.com

Enter the following information:

Supplier Name:

Supplier Code:

Agent of Supplier signing on behalf of Supplier:

Name:

Signature: _____

Date:

Check one of the boxes below:

- I accept the Terms of Use.
- I do not accept the Terms of Use.

Verification Certification Document ATTACHMENT A

As required in the SFTP PORTAL TERMS OF USE previously agreed to by Supplier, which agreement was required to access this site, and which is herein incorporated by this reference, You, the citizenship verifier for Supplier, by checking the box next to "I Accept" below, certify that:

- You have verified the citizenship/s, country of birth, and expiration date of U.S. permanent resident alien status of the following employee(s).
- You certify that the Supplier's business is incorporated in the state of .
- The employee(s) is/are employed by the Supplier.
- The employee(s) has/have a need to know and is/are properly authorized to access Erickson data.
- You or your designee will notify Erickson immediately if the status of the employee listed below changes.
- You represent and warrant that you are duly authorized to sign this certification on behalf of the Supplier.

EMPLOYEE(S) REQUIRING PORTAL ACCESS:					
Name	Email address	Citizenship(s)	Country of Birth (if non-US citizen)	Expiration Date of Green Card (if permanent resident alien of U.S.)	Export License

VERIFIER INFORMATION:

Signature: _____

Typed Name:

Title:

Citizenship of Verifier:

Email Address:

Supplier Code:

Supplier Name:

Supplier Address:

Date Signed: