



DATA LICENSE AGREEMENT DATED MAY 17th, 2019

This Data License Agreement (the “Agreement”) shall be effective as of the date of execution, the (“Effective Date”).

BY AND BETWEEN: **VIKING AIR LIMITED,**
1959 de Havilland Way,
Sidney, BC.,
V8L 5V5,
Canada.
(hereinafter called “**Licensors**” or “**Viking**”)

AND

MARITIME HELICOPTERS INC.,
3520 FAA Road, Homer AK.,
99603
USA.
(hereinafter called “**Licensee**” or Maritime Helicopters)

Each a “**Party**” and collectively the “**Parties**”

WHEREAS Viking authorizes Licensee to review the Pilot Operating Handbook & Aircraft Flight Manual & the Inspection Requirements Manual & the EMMA Inspection Work Cards for the DHC – 6 Series 400 Twin Otter aircraft regarding the potential purchase of a DHC – 6 Series 400 Twin Otter aircraft from Viking (the “**Purpose**”).

WHEREAS Licensee desires a license (“**License**”) which will authorize Licensee to use the Data for the Purpose as described above, and its use is limited to the Aircraft referenced above.

AND WHEREAS subject to the terms and conditions of this Agreement, Viking agrees to grant a personal non-exclusive and non-transferable License to Licensee for the Purpose as described above and on the other terms and conditions set out below.

VERSATILITY THAT WORKS



CORPORATE ADDRESS:
Victoria International Airport, 1959 de Havilland Way
Sidney, British Columbia V8L 5V5 Canada
Tel: [250] 656.7227 | Fax: [250] 656.0673

Web: www.vikingair.com
Email: info@vikingair.com
North America Toll Free: [1.800] 663.8444
International Toll Free: [1.800] 6727.6727

VIKING is the manufacturer of the Twin Otter Series 400 aircraft, and provides complete support for the de Havilland legacy fleet.





NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby irrevocably acknowledged, the Parties agree as follows:

ARTICLE 1 - PURPOSE AND TERM

- 1.1 Subject to Article 8 herein, the term ("**Term**") of the License shall commence on the Effective Date and shall terminate at the earlier of when (i) the data is no longer in use on the Aircraft specified above, or (ii) this Agreement is terminated by Viking in accordance with the terms of this Agreement, or (iii) on completion of the purchase by Licensee of a DHC – 6 Series 400 Twin Otter aircraft from Viking.
- 1.2 Viking has the right and hereby grants to Licensee a license which authorizes Licensee to use the Data specifically for the sole purpose as stated above and limited to the specific Aircraft referenced above.
- 1.3 The License is granted by Viking to Licensee on a personal, non-exclusive and non-transferable basis and in accordance with the terms and conditions set forth herein.
- 1.4 Such use of the Data shall be subject to limitations, including without limitation the following:
- a) the Data shall not be used to design, produce, modify or manufacture Viking part(s), in whole or in part, unless otherwise authorized by Viking under the terms of this Agreement.
 - b) the Data shall not be used for any modification, improvement, alteration or engineering modification on the Aircraft, except as expressly permitted hereunder.
 - c) the Data shall not be used as a substitute for or to reduce the recommended and prescribed maintenance schedules.
 - d) the Data shall not be used for the purpose of maintaining or prolonging the continuing airworthiness of the Aircraft beyond the standard airworthiness limitations as prescribed by Viking or by the applicable governmental and regulatory authorities.
 - e) Any use of the Data must at all times conform to and comply with the regulations of the applicable governmental and regulatory authorities.
 - f) the Data shall not be used, in whole or in part, for the support and/or development of any certification, including supplemental and/or limited supplemental type certification, except for the Purpose expressly permitted hereunder.
- 1.5 Such Data shall only include aircraft data which currently exists and is proprietary to Viking. Licensee recognizes and understands that further data may be required (ie. data other than the Data to be provided hereunder) ("**Other Data**"). Licensee also recognizes and understands that they are solely responsible for procuring, if required, the rights from the applicable third-party Aircraft suppliers for such Other Data. Further, Licensee recognizes and acknowledges that Viking is not responsible or liable in any manner whatsoever in connection with such rights, if applicable, from third party Aircraft suppliers with respect to such Other Data.

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- 1.6 Licensee acknowledges and agrees that some Data is highly privileged information and no copies, reproductions or translations in any format of any kind is permitted under this Agreement without the prior written consent of Viking, which may be withheld at its sole discretion.

ARTICLE 2 - CONFIDENTIAL AND PROPRIETARY

- 2.1 Licensee agrees that the Data (i) is confidential and proprietary to Viking, (ii) will be used by Licensee solely for the Purpose described above, (iii) will not be disclosed or transferred to any third party, without Viking's prior written consent and (iv) remains the property of Viking at all times.
- 2.2 In no event will any of the Data be disclosed or used for any purposes, including without limitations the following:
- (a) for the purpose of designing, modifying, reverse-engineering, decompiling, disassembling, manufacturing or selling components, parts or spare parts for an aircraft; nor
 - (b) directly or indirectly to any organization which manufacture any aircraft or aircraft parts in competition with Viking; nor
 - (c) for purposes of designing, manufacturing or modifying of an aircraft, except for the Purpose expressly permitted hereunder; nor
 - (d) to reproduce, duplicate, copy, sell or exploit for any commercial purposes, any portion of the Data, use of the Data, or access to the Data.
- 2.3 Licensee will only disclose the Data to employees having a "need to know" for the purpose pursuant to this Agreement, and Licensee shall insure that such employees do not make unauthorized disclosures.
- 2.4 The obligations contained in this Article 2 shall be continuing obligations and Licensee shall not be relieved therefrom, be it by expiration or termination of this Agreement or otherwise, unless Viking so agrees in writing.

ARTICLE 3 - DELIVERY

- 3.1 Viking shall deliver the Data to Licensee by hand or by way of facsimile transmission, registered mail, courier, or electronic mail within five (5) days of the signing of this Agreement by both Parties and (if applicable) once Viking has received payment for the License to use the data.
- 3.2 Delivery of the Data shall be deemed to be complete in the following circumstances:
- (a) if delivered by hand, on the day when the same shall have been so delivered; or
 - (b) if sent by registered mail or courier, on the day indicated on the corresponding acknowledgment of receipt; or
 - (c) if sent by facsimile or any other electronic mail device, upon completion of the sending of the message and acknowledgment by the answer back of the receiver in a provable form.

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- (d) After Viking has been paid in full any License fee as stated in Article 4 below.

ARTICLE 4 - LICENSE FEE

- 4.1 For this License only, Viking will waive the license fee payable by Licensee ("**Fee**").
- 4.2 The License shall apply specifically to the Aircraft in this Agreement. Any further use of this Data for a different Purpose or a different Aircraft shall be covered by a separate agreement between Viking and Licensee and is considered outside the scope of this Agreement.

ARTICLE 5 - TAXES

- 5.1 The Fee does not include any taxes (except for the corporate income taxes of Viking), fees or duties including, but not limited to sales, use, withholding, value added, goods and services taxes, personal property, gross receipts, franchise, excise taxes, assessments or duties, ("Taxes"), which are or may be imposed by law upon Viking or any affiliate of Viking, Licensee or any affiliate of Licensee, whether or not there is an obligation for Viking to collect same from Licensee, by any taxing authority or jurisdiction occasioned by, relating to or as a result of the License, the delivery or use of the Data or any other matter related to this Agreement.
- 5.2 Any Taxes, together with any penalties, fines or interest thereon, shall be paid by Licensee. Viking shall invoice and collect from Licensee, and Licensee shall pay, any Taxes imposed upon Viking, including applicable Canadian Goods and Services Tax and applicable Provincial Sales Tax, and remit such Taxes to the tax authorities. If a claim is made against Viking for any Taxes together with any penalties, fines or interest thereon, Viking shall promptly notify Licensee. If requested by Licensee in writing in a timely manner, Viking shall, at Licensee risk and expense, take such action as Licensee may reasonably direct with respect to such claim.
- 5.3 Upon request, each Party shall provide reasonable support and shall execute and deliver any documents that the other Party deems necessary or desirable in connection with any exemption or reduction of, or the contestation of or the defence against, any Taxes.

ARTICLE 6 - EXCUSABLE DELAYS

- 6.1 Viking shall not be liable for, nor deemed to be in default on account of, any delay or failure in the performance, in whole or in part, of its obligations under this Agreement, due to any of the following causes:
- (a) force majeure or acts of God;
 - (b) act of war, civil commotion, insurrection, terrorism, riot or embargo;
 - (c) fire, explosion, earthquake, lightning, flood, drought, windstorm or other action of the elements, or catastrophe or accident;
 - (d) any legislation, act, order, directive or regulation of any governmental or other duly constituted authority;
 - (e) strike, lock-out, or other labor troubles causing cessation, slow-down or interruption of work;
 - (f) general lack or shortage of supplies, materials, accessories, equipment, tools or parts;

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- (g) delay or failure of a carrier, subcontractor, suppliers or vendor to furnish services, supplies, materials, accessories, equipment, tools, parts or Data;
- (h) delay in obtaining any airworthiness approval or certificate or export control permit or license, for any equivalent approval certification, by reason of any law or governmental order, directive or regulation or any change thereto or interpretation thereof, by a governmental authority;
- (i) any act of the Licensee and their employees; or

ARTICLE 7 - SPECIAL CONDITIONS

- 7.1 The performance of Viking's obligations contained in this Agreement shall be subject to and apply only to the extent permitted by applicable laws, regulations, directives and/or orders regarding export controls, including those of Canada, the United States of America and any other country.
- 7.2 In particular, Licensee shall not disclose any Data for use in, or use or permit its use in, or directly or indirectly ship or export any Data to or for use in any country or area to which, under the laws and regulations of Canada, United States of America or any other country, Viking could not itself export such Data.

ARTICLE 8 – TERMINATION

- 8.1 Upon failure by Licensee to observe any of the terms and conditions of this Agreement, and/or to comply with all of its obligations hereunder, Viking shall have the right, but not the obligation, to terminate the Agreement. Upon such termination, and in any event when the Term has expired, the License shall cease and Licensee will (1) destroy the Data (and certify such destruction in writing) or return the Data to Viking (and certify such return in writing) within thirty (30) days of date of termination and (2) pay Viking any and all monies owing to Viking under this Agreement if applicable.

ARTICLE 9 - ASSIGNMENT

- 9.1 Licensee shall not assign this Agreement or the License to any other person or party without the prior written consent of Viking, which may be withheld at Viking's sole discretion.
- 9.2 For purposes of this provision, such assignment, transfer or disposal, referred to in this Article 10, shall include, without limitation, merger, acquisition, amalgamation or transfer of shares resulting in a change of control of Licensee.

ARTICLE 10 - SUCCESSORS AND ASSIGNS

- 10.1 All of the provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

ARTICLE 11 – INSURANCE

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- 11.1 Without prejudice to its obligation to indemnify Viking under this Agreement, Licensee shall, at their own cost, maintain, with insurers satisfactory to Viking, aviation liability insurance consistent with industry standards but in no event less than Ten Million United States Dollars (US \$10,000,000.00) per occurrence covering Licensee and Viking, as well its subsidiaries and affiliates, and their directors, officers (or international equivalent) and employees, against liability for bodily injury, including death, and damage to property arising from the use of the Data. The liability insurance policy shall also contain a severability of interest provision.
- 11.2 The insurance policies required in Clause 11.1 shall be primary without contribution from Viking, but only with respect to any tort liability that Viking may face or incur as a result of any bodily injury (including death of a person) or damages to tangible property of third Parties caused by Licensee negligence.
- 11.3 Licensee will provide evidence of this liability insurance policy to Viking by way of a Certificate of Insurance on signature of this Agreement and again at each policy renewal date. The certificate must reflect that the policies are not suspended, voided, cancelled, and the insurance coverage will not be reduced or materially altered by the insurer and/or the insured without a thirty (30) calendar day prior written notice delivered to Viking, return receipt received.
- 11.4 The obligations set forth in this Article 11, and those set forth below in Article 12, Article 13 and Article 14 shall be continuing obligations, and Licensee shall not be relieved therefrom, (be it by expiration or termination of this Agreement or otherwise), unless and until Viking so agrees in writing.

ARTICLE 12 – WAIVER, DISCLAIMER AND RELEASE

- 12.1 Viking does not make any warranty or guarantee in connection with the Data or its use and Licensee waives, releases and renounces all warranties, conditions, obligations and liabilities of Viking, and all rights, claims and remedies Licensee may have against Viking, express or implied, arising by law or otherwise, with respect to any defect in the Data, including:
- (a) any implied warranty or condition of merchant or fitness for a particular purpose;
 - (b) any implied warranty or condition arising from course of performance, course of dealing or usage of trade; and
 - (c) any obligation, liability, right, claim or remedy in tort, whether or not arising from the active, passive or imputed negligence of Viking.
 - (d) Licensee acknowledgement that the data is supplied by Viking “as is” and “where is”.

ARTICLE 13 - RELEASE AND INDEMNIFICATION

- 13.1 Licensee releases and agrees to defend, indemnify and hold harmless Viking, its other divisions, subsidiaries and affiliates (the “Viking Group”), its officers, directors, agents, representatives and employees (the “Indemnified Parties”) from and against any and all liabilities, claims, damages, losses and judgments, including related costs and expenses, that may be suffered by, accrued against, be charged to, or recoverable from, the Indemnified Parties or any of them by reason of injury to or death of any person or persons, or loss of, damage to, or loss of use of, any property including any aircraft, unless such injury or death or loss or damage have been proven in a final

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judgment of a court of law to be due to the willful misconduct or gross negligence of Viking in connection with the development of the Data.

This release and agreement to defend, indemnify and hold harmless applies to claims by Licensee or third Parties, no matter when these claims may be asserted; and regardless of fault or theory of action, whether in contract, tort (including but not limited to the active, passive or imputed negligence of Viking), or otherwise.

ARTICLE 14 - EXCLUSION OF LIABILITIES

- 14.1 Neither party shall have any obligation or liability to the other (at law or in equity) in contract (including without limitation warranty, expressed or implied, arising by law or otherwise, including any implied warranty of merchantability or fitness for a particular purpose, or any implied warranty arising from course of performance, course of dealing or usage of trade), in tort (whether or not arising from the active, passive or imputed negligence) or otherwise, for any indirect, special, punitive, incidental or consequential damages, including without limitation loss of use, loss of revenue or loss of profit, for any reason whatsoever, including, without limitation, (1) any defect in the Data, (2) any defect or delay in delivery or complete failure to deliver for any reason whatsoever, (3) the use of Data, (4) any inaccuracy, insufficiency, or unsuitability for use of the Data, (5) any failure of the Data to meet Licensee requirements, (6) any defect in the quality or quantity of any service or product using the Data or any drawings and technical information furnished by Viking as part of this Agreement, (7) any infringement of any patents, copyright or any other rights of third Parties, or (8) any failure to perform any of its other obligations under this Agreement. Notwithstanding anything to the contrary, Viking's maximum liability under this Agreement shall be limited to the funds actually received from the Licensee in connection with Article 4 of this Agreement.

ARTICLE 15 – TRADEMARKS

- 15.1 Licensee shall not, without the prior written consent of Viking, (which shall be at Viking's sole discretion), use any trademarks of Viking, including other than those which may be used in order to identify the Data. All requests for permission to use any of Viking's trademarks, not otherwise authorized herein, shall be accompanied with the proposed text or document in which Licensee wants to use same.

ARTICLE 16 - AMENDMENTS

- 16.1 This Agreement may be amended only in writing and signed by Licensee and Viking.

ARTICLE 17 - NOTICES

- 17.1 Any notice, request, requirement, approval, permission, consent or other communication ("Notice") to be given or required under this Agreement shall be provided in writing by the party giving the Notice and shall be addressed as follows:

(a) Notices to VIKING shall be addressed to:

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(b) Notices to Licensee shall be addressed to:

MARATIME HELICOPTERS INC.,
3520 FAA Road, Homer AK,
99603,
USA.

Notices shall be deemed sufficiently given to and received by the addressee as follows:

- (i) if delivered by hand, on the day when the same shall have been so delivered; or
- (ii) if sent by registered mail or courier, on the day indicated on the corresponding acknowledgment of receipt; or
- (iii) if sent by facsimile or any other electronic mail device, upon completion of the sending of the message and acknowledgment by the answer back of the receiver in a provable form.

ARTICLE 18 – INDEPENDENT CONTRACTOR

- 18.1 With respect to any work and undertakings by Licensee in relation to or in connection with this Agreement, Licensee alone is responsible for the performance of any such work, VIKING being only a provider of Data in accordance with this Agreement.
- 18.2 This Agreement shall not be construed as a teaming, joint venture or other such arrangement or any other business relationship of any kind or nature whatsoever. Nothing in this Agreement shall grant to Licensee the right to make commitments of any kind for or to assume or create any obligation or liability of any kind express or implied on behalf of Viking without the prior written consent of Viking. Each Party shall be an independent contractor.

ARTICLE 19 – INSPECTION

- 19.1 Viking may, upon five (5) calendar days prior written notice to Licensee, have access to and inspect Licensee's records to verify if Licensee is in compliance with this Agreement and License, provided that VIKING does not unduly disrupt Licensee's operations.

ARTICLE 20 - INTEGRATION & NON-WAIVER

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- 20.1 This Agreement, constitutes the entire understanding between the Parties hereto and the Parties shall not be bound by any prior or contemporaneous agreements, understanding or conditions respecting the subject matter hereof other than those expressly set forth and stipulated in this Agreement.
- 20.2 Failure at any time by any Viking to enforce any provision of this Agreement shall neither constitute a waiver of such provision nor prejudice Viking's right to enforce such provision at any subsequent time.

ARTICLE 21 - CONFIDENTIALITY OF AGREEMENT

- 21.1 This Agreement is confidential between the Parties and shall not, without the prior written consent of the other Party, be disclosed by either Party, in whole or in part, to any other person or body, except insofar as may be necessary for either Party to carry out its obligations under this Agreement.
- 21.2 Notwithstanding the provisions of Article 22.1, above, Viking consents to Licensee disclosing (a) pricing information set out under Article 4.1 of this Agreement and (b) the list of data contained in Schedule 1 to this Agreement, in each case solely to Customer. No other term of this Agreement shall be disclosed by Licensee without further prior written consent from Viking.

ARTICLE 22 –ADDITIONAL PROVISIONS

- 22.1 This Agreement shall be governed by and is to be construed in accordance with the laws in force and effect in the Province of British Columbia, Canada, exclusive of its conflict of law rules. The courts of the Province of British Columbia, Canada shall have exclusive jurisdiction to hear and determine all claims, disputes, actions or suits, which arise hereunder.
- 22.2 This Agreement may be executed by the Parties in separate counterparts (including fax or electronic transmission), each of which when so executed and delivered will be an original but all such counterparts shall together constitute but one and the same instrument.
- 22.3 In this Agreement, unless otherwise expressly provided, the singular includes the plural and vice-versa.
- 22.4 The recitals shall form part of this Agreement as if recited herein at length.

(The next page is the signing page)

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IN WITNESS WHEREOF the Parties hereto have caused this Data License Agreement to be executed by their respective representatives, duly authorized, as of the date first written below.

VIKING AIR LIMITED , 1959 de Havilland Way, Sidney, BC, V8L 5V5, Canada.	VIKING AIR LIMITED , 1959 de Havilland Way, Sidney, BC, V8L 5V5, Canada.
Print Name David Preshaw	Print Name Rob Mauracher
Print Title Vice President, Engineering	Print Title Executive Vice President, Sales & Marketing
Sign	Sign
Date 17 May 2019	Date 21-May-2019

MARITIME HELICOPTERS INC. , 3520 FAA Road, Homer, AK, 99603, USA.	MARITIME HELICOPTERS INC. , 3520 FAA Road, Homer, AK, 99603, USA.
Print Name STEVEN D. SLADE	Print Name SCOTT FELL
Print Title DIRECTOR OF MAINT	Print Title - FIXED WING OPS SUPER
Sign	Sign
Date 7/2/19	Date 1 JULY 2019

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