

**NON-DISCLOSURE AGREEMENT
RELATING TO [***]**

This Non Disclosure Agreement (hereinafter called the "NDA") is made on this 15th day of December 2017.

BETWEEN

AIRBUS S.A.S., a French société par actions simplifiée, with its registered office at 2, rond-point Emile Dewoitine, 31700 Blagnac, France, registered with the Commercial and Companies Register of Toulouse under number 383 474 814 (hereinafter referred to as "Airbus")

AND

Delta Air Lines, Inc., incorporated under the laws of Delaware, with offices at 1050 Delta Boulevard, Atlanta GE 30320 (hereinafter referred to as the "**Company**")

(Each of them hereinafter referred to as "**Party**" or together as "**Parties**")

WHEREAS:

The Company and the Buyer have entered into an Airbus A321 NEO Aircraft Purchase Agreement of even date herewith (the "Agreement") which covers, among other matters, the sale by the Seller and the purchase by the Buyer of certain Aircraft, under the terms and conditions set forth in said Agreement.

A. As part of its commitment in the Agreement, Airbus has agreed to [***]

C In order to protect any such information, the Parties have decided to enter into this NDA. For avoidance of doubt, the Airbus Companies shall not be deemed to be third parties and any such information may freely circulate among them.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS

In this NDA and unless otherwise defined herein, the following terms shall have the meanings set out below:

"**Airbus Companies**" means Airbus S.A.S or its affiliates

"**Confidential Information**" means any proprietary, confidential and sensitive commercial or technical information disclosed by the Disclosing Party (as defined below) to the Receiving Party (as defined below) in relation to or in anyway connected with the [***]

For avoidance of doubt, all and any version of Airbus specifications shall be considered as Confidential Information.

"**Disclosing Party**" means Airbus;

"**Employees**" means the employees, officers, directors, and agents of the Receiving Party;

"**Receiving Party**" means the Company.

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[***] Confidential portion omitted and filed separately with the Commission Pursuant to a Request for Confidential Treatment.

2. OBLIGATIONS OF THE RECEIVING PARTY

In consideration of its receipt of the Confidential Information from the Disclosing Party, the Receiving Party shall:

- (a) Treat all Confidential Information received from the Disclosing Party as proprietary and confidential and unless expressly authorized in writing to do so by the Disclosing Party, shall not disclose any Confidential Information to third parties (except as provided herein) and shall only use such Confidential Information for purposes relating to the support of its own operations and network planning activities. .
- (b) Only disseminate Confidential Information to Employees to the extent that such Employees have a demonstrable need to know the same in order to carry out their tasks in relation to the Project;
- (c) Ensure that all Employees who have access to Confidential Information are made aware of the confidential nature of the Confidential Information and of the obligations contained in this NDA;
- (d) Promptly notify the Disclosing Party if it becomes aware of a breach of any provision of this NDA by any of its Employees and take all the necessary measures to ensure that the disclosures in breach of this NDA cease immediately;
- (e) Except as authorized in writing by the Disclosing Party, only use, copy or reduce Confidential Information into tangible, visible or recorded form as is strictly necessary for the performance of the Project;
- (f) Protect the Confidential Information with at least the same degree of care as it uses to protect its own Confidential Information but in no instance shall such standard be less than reasonable care;
- (g) Not remove, alter or deface any designations relating to the confidential or proprietary nature of the Confidential Information;

3. LIMITS TO OBLIGATIONS ON THE RECEIVING PARTY

3.1 The obligations contained in Article 2 above shall not apply to Confidential Information:

- (a) Which is in the public domain at the time of disclosure or becomes part of the public domain after disclosure otherwise than through a breach of this NDA; or
- (b) For which the Receiving Party can provide evidence that it was in its lawful possession prior to disclosure to it by the Disclosing Party or which is lawfully and bona fide obtained thereafter by the Receiving Party from a third party who, to the knowledge or reasonable belief of the Receiving Party, did not receive such information directly or indirectly from the Disclosing Party when under a duty of confidentiality; or
- (c) For which the Receiving Party can provide proof that it was independently developed by the Receiving Party without prior knowledge of any Confidential Information obtained from the Disclosing Party.

3.2 The obligations contained in Article 2 shall not apply to a specific disclosure of Confidential Information if such disclosure meets one of the following conditions:

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- (a) It has to be disclosed by reason of a governmental or judicial order or applicable law. In such a case, the Party having received such an order or being subject to such applicable law shall promptly inform the Disclosing Party of its obligation to disclose Confidential Information if possible prior to such disclosure and consult the Disclosing Party on the advisability of taking steps to limit the disclosure. If the Disclosing Party wishes to counter such order or applicable law, the Receiving Party shall provide reasonable assistance to it in doing so, at the Disclosing Party's expense, provided that neither such time to consult, nor such reasonable assistance, shall compromise the obligation of the Party having received such an order to respond to such governmental or judicial order; or
- (b) It is further disclosed by the Receiving Party in confidence to any third party with the prior written consent of the Disclosing Party.

4. PROPRIETARY RIGHTS

Except as expressly stated in writing by the Disclosing Party, neither the disclosure pursuant to this NDA of Confidential Information nor anything contained in this NDA shall be construed as expressly or implicitly granting any rights to the Receiving Party in respect of any patent, copyright, license or other intellectual property right in force and belonging to or disclosed by, the Disclosing Party.

5. PROVISIONS IN CASE OF BREACH

- (a) **Termination**
If the Receiving Party has committed a breach of any provision of this NDA, the Disclosing Party shall have the right to terminate forthwith this NDA by written notice thereof and without prejudice to any other right, claim or remedy it may have at law or in contract. The Receiving Party shall, upon request from and at the discretion of the Disclosing Party, immediately return or destroy all copies of Confidential Information disclosed under or in relation to this NDA. All Confidential information disclosed between the parties before such termination shall remain confidential.
- (b) **Traditional Remedies**
In that situation, both parties keep their usual rights to seek remedies for their damages incurred by such violation by the Receiving Party or its representative(s).
- (c) Parties will be entitled to use other legal remedies available including, but not limited to injunction.

6. NO WAIVER

The Receiving Party agrees that no failure nor any delay in exercising on the part of the Disclosing Party any right or remedy under this NDA shall operate as a waiver thereof (in whole or in part), nor shall any single or partial exercise of any right or remedy prevent any further, future or other exercise thereof or any other right or remedy. The rights and remedies existing by virtue of this NDA shall be cumulative and not exclusive of any rights or remedies provided by law.

7. DURATION OF THIS NDA

- (a) This NDA shall commence on the date first above written and shall continue for [***] or until both Parties agree in writing that such NDA is no longer needed and decide to cease it. Notwithstanding the termination of the NDA, all Confidential information that will have been disclosed prior to the date of termination shall remain confidential except if such information ceases to be confidential for the reasons mentioned in Article 3 above.

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- (b) Upon termination each Party shall, upon request of the other Party, return, at the requester's costs, or destroy any Confidential Information received by the other Party.

8. MISCELLANEOUS

- (a) Neither Party shall publicly release any information relating to this NDA and the result of the discussions without the prior written consent of the other Party.
- (b) The invalidity, illegality or unenforceability of any provision of this NDA under any jurisdiction shall not affect the validity, legality or enforceability of any other provision hereof.
- (c) Each Party shall promptly advise the other in the event that it becomes aware of the possession, use or knowledge of any Confidential Information by any third party not authorized to possess, use or have such knowledge.

9. GOVERNING LAW AND ARBITRATION

9.1 THIS NDA SHALL BE GOVERNED BY AND CONSTRUED AND THE PERFORMANCE THEREOF SHALL BE DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ITS CONFLICTS OF LAWS PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF THE LAW OF ANY OTHER JURISDICTION.

9.2 Each of the Company and Airbus (i) hereby irrevocably submits itself to the exclusive jurisdiction of the courts sitting in the Borough of Manhattan, New York County, New York, for the purposes of any suit, action or other proceeding arising out of this Agreement, the subject matter hereof or any of the transactions contemplated hereby brought by any party or parties hereto, and (ii) hereby waives, and agrees not to assert, by way of motion, as a defence or otherwise, in any such suit, action or proceeding, to the extent permitted by applicable law, any defence based on sovereign or other immunity or that the suit, action or proceeding which is referred to in clause (i) above is brought in an inconvenient forum, that the venue of such suit, action or proceeding is improper, or that this Agreement or the subject matter hereof or any of the transactions contemplated hereby may not be enforced in or by these courts.

10. ASSIGNMENT; COUNTERPARTS

Neither Party shall assign or transfer any of its rights or obligations under this NDA without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed.

Notwithstanding the above, Airbus may assign this NDA, upon notice in writing to the other Party, to a company controlled by Airbus.

This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered will be an original, but all such counterparts will together constitute but one and the same instrument.

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IN WITNESS WHEREOF the Parties have executed this NDA on the date first above written, in two (2) original copies.

AIRBUS SAS

acting in its own name and in the name and on behalf of the Airbus Companies

Name: /s/ Christophe Mourey

Title: Senior Vice President Contracts

DELTA AIR LINES, INC.

Name: /s/ Gregory A. May

Title: Senior Vice President - Supply Chain Management and Fleet

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