

EVALUATION AGREEMENT

This Evaluation Agreement (“**Agreement**”) is made and entered into between **AIRBUS U.S. SPACE AND DEFENSE, INC. with offices located at 1525 Wilson Blvd, Suite 500, Arlington, VA 22209 (“Airbus US”)** and its customer (“**Customer**”).

Each party is also referred separately to as a “**Party**” and together as the “**Parties**”.

WHEREAS:

- A. Airbus US is willing to provide its Agnet 500 software as a service to its customers for evaluation purpose for a defined trial period. Before Customer makes its decision to enter into a commercial agreement for the software applications and solutions, Customer will need to evaluate the feasibility of such Airbus US offering.
- B. As Agnet 500 will incorporate very valuable and confidential information, the Parties are willing to enter into this Agreement to set forth the terms and conditions to protect the interests of Airbus US and its Affiliates while granting limited rights to Customer to evaluate such Airbus US offering.

NOW THEREFORE, the Parties hereby agree and undertake as follows:

1. DEFINITIONS

- a. As used in this Agreement, unless expressly otherwise stated or evident in the context, the following terms shall have the following meanings, the singular (where appropriate) shall include the plural and vice versa:
 - i. “**Affiliate**” Shall mean any entity which is controlling, controlled by or under common control with a Party. For these purposes,
 - ii. “**Control**” shall mean (i) ownership, directly or indirectly, of greater than fifty percent (50%) of the outstanding voting stock or other ownership interests in an entity, or (ii) the ability to elect a majority of the directors of such entity, or, (iii) the ability to elect the members that control more than fifty percent (50%) of the outstanding stock or other voting rights entitled to elect directors, or, if none of the above, (iv) the ability to control the day-to-day business affairs of an entity. An entity shall be deemed an Affiliate only for so long as such control exists during the term of this Agreement.
 - iii. “**Evaluation Purpose**” shall mean the testing and evaluation of the Airbus US Service in order for Customer to assess the suitability for commercial use of Airbus US Service.
 - iv. “**Effective Date**” shall mean the date of acceptance of these terms by the Customer. Acceptance is considered either electronic acceptance by email or by signature of the Customer or by Customer’s first use of the product or service, whichever occurs first.
 - v. “**Airbus US Service**” shall mean the access rights to Airbus US platform which are given for free for a certain period of time for the Evaluation Purpose under this Agreement.

2. AGREEMENT

- a. This Agreement sets forth the terms and conditions of the evaluation use of Airbus US Service to be granted by Airbus US to Customer for a limited period upon the Customer accepting the terms of this Agreement.

3. PERMITTED USE

- a. Airbus US shall create a Customer specific user account needed for the access to Airbus US Service.
- b. Airbus US may oversee the Customer’s access to and use of Airbus US Service through activation keys issued to the Customer, or a monitoring program, or otherwise. Airbus US

may activate the monitoring program at any time to register and measure the extent of Customer's access to and use of Airbus US Service. Customer hereby consents to such monitoring and use of the information thereby acquired.

- c. Subject to the terms and conditions of this Agreement, Airbus US grants to the Customer a personal, limited, non-exclusive, revocable and non-transferable right to access and use Airbus US Service for its business operations. The Customer also has right to share a personal, limited, non-exclusive, revocable, non-transferable access free of charge with its end-user(s) which is a legal entity ("End-User") only for the purpose of evaluating the Airbus US Service. Such access to an End-User cannot be granted for a period exceeding the term of this Agreement. The Customer will be fully liable for any person acting on its behalf under this Agreement and for any End-User the Customer has granted an access for the Airbus US Service. Should this Agreement terminate for any reason, the access to the End-User(s) will automatically terminate at the same date and Airbus US will have the right to deny the access to the Airbus US Service for the Customer and / or the End-User(s).
- d. The Customer acknowledges Airbus US' and/or its Affiliates' and providers' exclusive ownership, right and title to Airbus US Service. No transfer of right, title or interest or other implied rights in and to Airbus US Service will be granted for the materials or content of Airbus US Service under this Agreement.
- e. Airbus US Service and any Confidential Information (as such term is defined in article 7 below) of Airbus US, its Affiliates and/or their licensors, and all rights therein, including without limitation, any intellectual property rights relating thereto, are owned solely by Airbus US, its Affiliates and/or their licensors. All trademarks, service marks, trade names, logos or other words or symbols attached to Airbus DS Service (if any) are and will remain the exclusive property of Airbus US, its Affiliates and/or their licensors and any use by the Customer of the trademarks and/or logos is subject to a separate agreement.
- f. The Customer will inform Airbus US immediately of any defects that may affect the Customer's ability to test or use Airbus US Service. Airbus US will advise the Customer of the required measures. The Customer may also provide proposals and suggestions to Airbus US regarding Airbus US Service, or its potential modifications or further development (collectively "**Feedback**"), and Airbus US shall, without any payment obligation to any party, be entitled to use, copy, modify and implement Feedback and make, have made, use, import, sell, offer for sale, lease, sublicense or otherwise distribute any products or services that incorporate or are based on Feedback.

4. PAYMENTS AND COSTS

- a. The access right to Airbus US Service granted under this Agreement is free of charge.
- b. Each Party shall bear all its own costs and expenses incurred under this Agreement.

5. INTELLECTUAL PROPERTY

- a. Airbus US, its Affiliates, and their respective licensors, own and shall retain title to all Intellectual Property Rights in and to the Airbus US Service, the software, the documentation, and any enabling software, including any updates, without limitation. The Customer is not entitled to have or receive, and Airbus US will not provide the Customer with an instance of or access to any element of the software included in the Airbus US Service, whether in binary/executable, non-compiled, source code or other form.
- b. Airbus US shall be free to use and incorporate in the Airbus US Service any Feedback provided by the Customer, which shall be understood to have been given on a voluntary basis. Airbus US shall not be obliged to account for or make payment to the Customer, or to share any right or benefit with the Customer, which Airbus US obtains through receiving Feedback. If the Customer has concerns regarding intellectual property related to Airbus US Service, Airbus US must be notified immediately in order for Airbus US to decide and take the relevant defense action.
- c. The Customer shall not (or shall not attempt to) itself or permit others to decompile, reverse engineer, or disassemble, derive, or determine the source code (including the logic, protocols or specifications incorporated or implemented therein) of Airbus US Service or enable any

disabled logic, protocols or specifications incorporated or implemented in Airbus US Service. In no event may the Customer copy, export, re-export, rent, loan, lease, disclose, sell, market, commercialize, Airbus US Service or otherwise transfer to any third party (including the Customer's Affiliates entities) Airbus US Service or use or permit the use of Airbus US Service in any manner inconsistent with or not expressly permitted under this Agreement.

6. TERM AND TERMINATION

- a. This Agreement becomes effective on the Effective Date, and it shall remain in force for thirty (30) days unless otherwise agreed in writing or terminated as defined in this Section 6. In case of any renewal of the validity period of this Agreement, the terms and conditions herein shall remain applicable.
- b. Notwithstanding any provisions in the contrary and possible renewal of this Agreement, the cumulative duration of a trial for the benefit of the Customer and an End-User shall in, no event, exceed three (3) months as from the Effective date.
- c. Airbus US may terminate this Agreement without prejudice to its other rights and remedies at law or under this Agreement, immediately upon written notice to the Customer if the Customer is in breach of this Agreement.
- d. Airbus US Service shall terminate and cease immediately upon (i) the completion of the Evaluation Purpose, (ii) expiration of the agreed term of the Agreement or (iii) receipt of the written request from Airbus US.
- e. Any term or condition that by its nature or otherwise reasonably should survive a termination or expiration of this Agreement shall be deemed to survive and bind the Parties after termination, including Sections 5, 7, 8 and 9.

7. CONFIDENTIALITY

- a. The Parties may have entered into a separate non-disclosure agreement which shall also cover the performance of the Parties under this Agreement. In the event, but to the extent only, of any conflicts between this Agreement and such non-disclosure agreement, the provisions of this Agreement shall prevail.
- b. The Customer shall keep the Airbus US Service and all other material and/or information disclosed or provided by Airbus US or its Affiliates to the Customer and findings it has made regarding the Airbus US Service in whatever form ("**Confidential Information**") as strictly confidential and shall not disclose it to third parties (including, but not limited to, its subsidiaries, parent or affiliated companies or subcontractors) or use it for any purpose other than for the Evaluation Purpose and/or Internal Development Purpose, as applicable, without the prior written consent of Airbus US. Any information which is obtained or detected by Customer in the course of using or working with Airbus US Material including, but not limited to, Feedback shall be deemed to be the Confidential Information of Airbus US.
- c. The Customer shall protect the confidential and proprietary nature of Confidential Information using the same degree of care as it uses to safeguard its own confidential and proprietary information of a like nature from unauthorized use, disclosure, or dissemination, however under all circumstances, such degree of care shall not be less than the degree of care that is generally consistent with the standard of care employed by other companies engaged in the industry to safeguard such Customer's own confidential and proprietary information of a like nature from unauthorized use, disclosure, or dissemination.
- d. For the avoidance of doubt, the Customer shall not have the right to utilize the Airbus US Service or any part thereof for the purpose of (i) filing patent applications to cover Airbus US' or its Affiliates' products, technologies, architectures or specifications, (ii) modifying its pending patent applications to cover Airbus US' or its Affiliates' products, technologies, architectures or specifications, (iii) serving as evidence of any alleged, suspected or claimed infringement of intellectual property rights, or (iv) mapping or reviewing the Airbus US Service against patents, patent applications, claim charts or similar material. In case of a dispute brought into arbitration, litigation or any other proceedings, the Customer shall have the burden of proof to prove that the Customer has acted in compliance with this section.
- e. Confidential Information does not include any information that:

- i. is generally known to the public at the time of disclosure or later becomes generally known through no fault of the Customer; or
 - ii. was known to the Customer prior to disclosure hereunder as proven by the contemporaneous written records of the Customer; or
 - iii. is disclosed to the Customer by a third party who did not obtain such Confidential Information, directly or indirectly, from Airbus US or its Affiliates under confidentiality obligation.
- f. The Customer may disclose Confidential Information on need-to-know basis to its employees but only to those who are directly involved in and whose knowledge of the Confidential Information is essential to carry out the Evaluation Purpose provided that the Customer binds such employees to terms and conditions at least as restrictive as those set forth in this Agreement and Customer shall be fully liable to Airbus US for the acts and omissions of such employees.
- g. Notwithstanding Section 7.2 above, the Customer may, disclose Confidential Information on need to know basis to its Affiliates and its subcontractors, both of which are informed prior to such disclosure to Airbus US in writing, but only to those who are directly involved in and whose knowledge of the Confidential Information is essential to carry out the Evaluation Purpose (each "Authorized User"), provided that the Customer enters into a written agreement with such Authorized User obligating such Approved Third Parties to terms and conditions at least as restrictive as those set forth in this Agreement and Customer shall be fully liable to Airbus US for the acts and omissions of such Authorized Users.
- h. The termination or expiration of this Agreement does not relieve the Customer of the obligations in relation to the Confidential Information.

8. NO WARRANTY AND LIMITATION OF LIABILITY

- a. The service is provided "as is" without warranty of any kind express or implied and neither airbus us, its affiliates and/or their licensors, employees make any representations or warranties, express or implied, including but not limited to the warranties of merchantability or fitness for a particular purpose or that the service will not infringe any third-party patents, copyrights, trademarks or other rights. There is no warranty by airbus ds or by any other party that the functions contained in the service will meet the requirements of the customer or that the operation of the service will be uninterrupted or error-free. The customer assumes all responsibility and risk for the selection of the service to achieve the customer's intended results and for the installation, use and results obtained from it.
- b. In no event shall airbus us or its affiliates, employees, officers or suppliers be liable for any lost profits, revenue, sales, data or costs of procurement of substitute goods or services, property damage, personal injury, interruption of business, loss of business information, delay, cancelled delivery or for any special, direct, indirect, incidental, economic, punitive, special or consequential damages, however caused and whether arising under contract, tort, negligence, indemnity or other theory of liability arising out of or related to this agreement, including the use of or inability to use the airbus ds service, even if airbus us or its affiliates, employees or suppliers are advised of the possibility of such damages.
- c. It is understood and agreed that notwithstanding any other provisions of this Agreement, a breach of this Agreement by the Customer will cause Airbus US and/or its Affiliates irreparable damage for which recovery of money damages would be inadequate, and that Airbus US and/or its Affiliates shall therefore be entitled to obtain an interdict or injunction to protect its rights in addition to any and all remedies available at law.

9. ANTI-CORRUPTION

- a. The Customer and its End-Users hereby undertake to comply at all times with all applicable laws and regulations and including applicable local and international anti-corruption laws.
- b. Accordingly, in the performance of this Agreement, the Customer shall refrain from engaging in any action or allow any such action to take place which could, as a result of the enforcement of the applicable local and international anti-corruption laws:
 - i. render Airbus US, its representatives, employees or shareholders liable.

- ii. or lead to the commencement of investigations or legal or administrative proceedings against Airbus US, its representatives, employees or shareholders.
- c. In particular, the Customer shall not share an access to Airbus US Service with an End-User in order to obtain an undue advantage.
- d. The Customer shall report immediately to Airbus US any request or demand for undue advantage and any violation of any applicable laws or regulations with respect to this Agreement.
- e. If the Customer does not comply with its obligations under this clause, Airbus US reserves the right to terminate the agreement pursuant to Article 6 "TERM AND TERMINATION".

10. PERSONAL DATA

- a. The Customer acknowledges having read and adhered to the Airbus US Privacy Policy available at this address: <https://us.airbus.com/en/privacy-information-notice>. You agree that Airbus US should use your Personal Data in accordance with this Privacy Policy. Airbus US should be contacted immediately if the Customer has any concerns with the processing of personal data in accordance with the protection of personal data provisions in this Section 10.
- b. Each Party asserts to comply with the United States privacy laws and regulations related to Personal Data protection, including each applicable and relevant national Personal Data Laws and Regulations in force (referred to as "Data Protection Laws and Regulations").
- c. AIRBUS US's OBLIGATIONS Airbus US undertakes:
 - i. to process the collected Personal Data for the sole purpose of the provision of the services,
 - ii. to process the collected Personal Data under privacy by design and privacy by default principles and, unless required by law,
 - iii. to act only on the documented instruction of the Customer regarding the Processing of such Personal Data.
- d. Whenever possible, Airbus US shall cooperate to the Customer requests concerning the Processing and provide the Customer with necessary information (if information cannot be found publicly or with the Customer access rights), so that the Customer is able:
 - i. to inform the Data Subjects and respond to Data Subject's rights' requests (including without limitation access, rectification, or deletion of Personal Data), and/or
 - ii. to perform any administrative formalities concerning the Processing to the competent data protection Supervisory Authority, and/or
 - iii. to comply with requests of any administrative, judicial or Supervisory Authority regarding the Processing.
- e. Upon termination of the services, AIRBUS US shall:
 - i. cease processing Personal Data on behalf of the Customer,
 - ii. proceed to the destruction of all files storing Personal Data, including any backup/copies.
- f. CUSTOMER's OBLIGATIONS
 - i. The Customer declares having the right to transfer Personal Data to Airbus US.
 - ii. The Customer shall inform Data Subjects of the transfer of their Personal Data to Airbus and of the use of their Personal Data by Airbus US. The Customer remains fully responsible for the lawfulness, accuracy and Compliance to the Laws and Regulations of Personal Data provided to Airbus US
- g. SECURITY
 - i. Airbus US implements privacy by design and privacy by default, and all appropriate technical, logical and organizational security measures adapted to the Processing and Services to be performed to preserve the confidentiality and security of Personal Data and in particular to prevent them from being distorted, damaged or communicated to unauthorized third parties especially when the processing involves the transmission of data over a network. These measures ensure a level of security appropriate to the risks inherent in the Processing and the nature of the Personal Data to be protected ensuring the rights of the data subject according to the Data Protection Laws and Regulations.

- h. ACCESS TO PERSONAL DATA
 - i. By accepting these terms & conditions of the Agreement, the Customer authorizes third parties selected by Airbus US to access Personal Data for the purposes of the Service. The Customer can ask for the list of third parties having access to Personal Data from Airbus US. The Customer has the right to object to the access of Personal Data by a third party by Airbus US by submitting a written request to the address of Airbus US provided in this Agreement. Airbus US has one (1) month to answer this request. If it is not possible to dissociate services provided by this Third party from Personal Data, the Customer agrees to terminate subscription to the Services provided by Airbus US. Airbus US shall ensure that the third party provides the sufficient guarantees to implement appropriate technical and organizational measures in such a manner that processing meets the requirements of the United States privacy laws and regulations. Where the third party fails to fulfil its data protection obligations, Airbus US remains liable with regard to the Customer.
- i. PERSONAL DATA TRANSFERS
 - i. Transfer of Personal Data by Airbus US to a country outside the United States and not recognized by the United States as ensuring an adequate level of protection is authorized only after Airbus US and the Customer mutually agree on alternative contractual frameworks where a third party is engaged to help Airbus US providing webservices to Customer. Transfer of Personal Data by Airbus US to Airbus entities outside EEA is permitted through the legal framework of our Binding Corporate Rules, that can be found on Airbus DS website www.airbus.com.
- j. IDENTIFICATION OF THE RELATED PERSONAL DATA
 - i. Personal Data processed may concern the following: name, gender, email address, phone number, postal address, country, connection data and IP address.
 - ii. Airbus US informs the Customer that the Personal Data will be hosted in servers located in the principal office of Airbus US in Virginia. Any change of the server(s) location shall be subject to the prior notification to the Customer. The Customer warrants that the objection to the server's location leads to termination of the Services provided by Airbus US.

11. MISCELLANEOUS

- a. The Customer, or any of its Affiliates, shall not to bring suit or a claim against Airbus US (or its Affiliates, employees, officers, customers, and suppliers) before any court or administrative agency based on the utilization or other disposal of the Airbus US Service or Confidential Information.
- b. **Export Control:** The Customer acknowledges that the Airbus US Service or any other material or information made available under this Agreement may be subject to export control regulations and laws governing trade sanctions and embargoes, and which may either prevent or restrict export or re-export without prior authorization or license from relevant government agencies. Airbus US software solutions fall into the EU dual-use goods category pursuant to Council Regulation (DC) No 428/2009 modified and Wassenaar Arrangement. Dual-use items shall mean items, including software and technology, which can be used for both civil and military purposes. Airbus US dual-use software products, Agnet 500 software which incorporates cryptography are identified under control list number (ECCN) 5D002. The export of controlled software products is strictly monitored and must be authorized by relevant government agencies by means of an export exception or license. The procurement of an export authorization (exception, license) involves the submission of a request and supporting documents to relevant government agencies. Airbus US shall inform the Customer by any relevant means whether or not the goods fall under the dual-use Category requiring an export authorization. Airbus US is committed to taking the necessary steps in order to obtain the required dual-use export authorization. Accordingly, the Customer agrees to provide Airbus US with any documents requested by the relevant government agencies in due time and on short notice. Failing to provide said documents on time may result in:

- i. the postponement of the export until all documents are ready and made available to Airbus US.
- ii. delay in the procurement of the export authorization.

The Customer shall be deemed responsible for any of the aforementioned delays should the documents not be transmitted to Airbus US on time. In such cases, the Customer shall not be entitled to consider the Agreement void. The Customer agrees to honor its commitments and contact Airbus US forthwith should they decide to export the goods from the original end-user's destination country. The Customer shall refrain from exporting products and services delivered by Airbus US to countries that are mentioned on a restricted list of embargoed/sanctioned countries, including by French, European and/or the United States authorities.

Airbus US shall not be liable for:

- i. the notice of refusal of a dual-use export authorization.
- ii. the notice of cancellation of a dual-use export authorization.
- iii. the delay of procurement of a dual-use export authorization due to thorough review by the competent authorities.

In any case, the Customer agrees that no dual-use goods can be exported by Airbus US without an Applicable authorization.

The Parties shall complete the customs formalities, according to the international commercial terms provided for in the Agreement or agreed on afterwards. Customs duties and import taxes shall be paid by the Parties in their respective countries, unless otherwise specified in the Agreement. The Parties shall make any commercial documents relating to the Agreement available to one another if said documents have proven to be facilitate and/or speed up customs clearance formalities. The Customer agrees to comply with all relevant export control regulations and laws and shall be responsible for obtaining all necessary export authorizations.

- c. **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties and supersedes any prior written or oral agreements between the Parties with respect to the subject matter hereof. This Agreement shall not be altered, changed, supplemented, or amended except by written instrument or instruments signed by the Parties hereto.
- d. **Severability:** If any provision contained in this Agreement is determined to be invalid or unenforceable as a whole or in part the remaining provisions and any partially enforceable provision will be binding and enforceable. The Parties agree to substitute such provision with a valid and enforceable provision which most closely approximates the intent and economic effect of the provision which was determined as invalid or unenforceable.
- e. **Headings:** The headings of this Agreement are for convenience of reference only and shall not in any way limit or affect the meaning or interpretation of the provisions of this Agreement.
- f. **No Waiver:** Any failure of Airbus US to enforce any provision of this Agreement shall not be deemed a waiver of that or any other provision of this Agreement.
- g. **Assignment and Transfer:** The Customer shall not assign nor transfer the License, this Agreement or any rights or obligations hereunder without the prior written consent of Airbus US. Airbus US may, upon written notice to the Customer, assign and transfer this Agreement and the License to an Affiliate or to a party that acquires all or substantially all of the Airbus US assets related to this Agreement.
- h. **Governing Law:** This Agreement shall be governed by the laws of the State of Delaware, without regard to its conflict of laws rules.
- i. Any dispute arising under or in connection with this Agreement (including its existence, validity, interpretation, performance and termination) shall be submitted in writing for



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resolution to ascending levels of management of the Parties. If a dispute cannot be resolved to both Parties' mutual satisfaction, after good faith negotiations, within ninety (90) days from the date the written claim is received by the other Party, or such additional times as the Parties agree upon in writing, either Party may bring suit only in the state or federal court located in the State of Delaware. The Customer consents to personal jurisdiction for this purpose in the State of Delaware. To the maximum extent permitted by law, the Parties waive any right to a jury trial.