

TECHNICAL EVALUATION END-USER LICENSE AGREEMENT

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ARTICLE 1 – GRANT OF LICENSE

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- (d) **Sharing with CONTRACTORS:** the END-USER is granted the right to make the PRODUCT and/or any VAP available to CONTRACTORS, only for technical evaluation on behalf of the END-USER, subject to them agreeing in writing, in advance (i) to be bound by the same limitations on use as applicable to the END-USER, and (ii) to return the PRODUCT and/or VAP to END-USER, and to keep no copy thereof, upon completion of their engagement.

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- (b) **No other use of PRODUCT/VAP/DW/ than internal technical evaluation:** the END-USER shall not use the PRODUCT, VAP and/or DERIVATIVE WORKS for any other use than internal technical evaluation;
- (c) **No modification of copyrights:** the END-USER shall not alter, obscure or remove any credit notice or proprietary legend contained in the PRODUCT and/or VAP;
- (d) **No disclosure of competitive analysis:** the END-USER shall not publish or communicate in any way a competitive analysis (such as benchmarking) of any PRODUCT, VAP and/or DERIVATIVE WORKS.

The END-USER shall inform Airbus DS of the results of the evaluation it has performed.

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The financial cumulative liability of AIRBUS DS and its licensors and of anybody having contributed to the development and/or production and/or delivery of the PRODUCT shall in any case be limited to five hundred US dollars (\$500).

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- 4.2 Termination for END-USER’s breach of License.** AIRBUS DS may, in addition to all other remedies to which it may be entitled under this License or by law, terminate this License by notice in writing if the END-USER breaches any of its provisions. The END-USER shall have no claim to any kind of indemnity in this case.
- 4.3 Duties upon expiration and/or termination.** Upon expiration and/or termination of this License, the END-USER shall permanently delete the PRODUCTS and VAPs from all devices and destroy any copies on disk. Within 10 days following termination, the END-USER shall certify to AIRBUS DS in writing that all copies of all PRODUCT(s) and VAP(s) have been destroyed.

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This License is governed by the laws of the Commonwealth of Virginia. All disputes shall be referred to the courts of Virginia.

ARTICLE 6 – GENERAL TERMS

- 6.1 Assignment.** The END-USER shall not transfer part or all of this License.
- 6.2 Severability.** In the event that any provision of this License is declared invalid or unenforceable, the remaining provisions shall continue to apply.

ARTICLE 7 – DEFINITIONS

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“**DERIVATIVE WORKS**” or “**DW**”: means any derivative of the PRODUCT developed by the END-USER, which does not contain any imagery data from the PRODUCT and is irreversible and uncoupled from the PRODUCT. By express exception, any Digital Elevation Model or Digital Terrain Model derived in any form whatsoever from a PRODUCT shall never be considered as DERIVATIVE WORKS.

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