

EVALUATION AGREEMENT

This Evaluation Agreement (“**Agreement**”) is made and entered into as of between **AIRBUS DS SLC**, *Société par Actions Simplifiée*, with a share capital of 3.950.440, 30 €, incorporated under the laws of France, having its registered office at 1 Boulevard Jean Moulin - ZAC de la Clef Saint Pierre - 78990 Elancourt – France, under the number 523 940 971 RCS Versailles (“**Airbus DS**”) and its customer (“**Customer**”).

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

WHEREAS:

- (A) Airbus DS 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 DS 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 DS and its Affiliates while granting limited rights to Customer to evaluate such Airbus DS offering.

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

1. DEFINITIONS

- 1.1 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:

“Affiliate”	Shall mean any entity which is controlling, controlled by or under common control with a Party. For these purposes, “ 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.
“Evaluation Purpose”	shall mean the testing and evaluation of the Airbus DS Service in order for Customer to assess the suitability for commercial use of Airbus DS Service.
“Effective Date”	shall mean the date of acceptance of these terms in electronic format by the Customer.
“Airbus DS Service”	shall mean the access rights to Airbus DS platform which are given for free for a certain period of time for the Evaluation Purpose under this Agreement.

2. AGREEMENT

- 2.1 This Agreement sets forth the terms and conditions of the evaluation use of Airbus DS Service to be granted by Airbus DS to Customer for a limited period upon the Customer accepting the terms of this Agreement at Airbus Secure Land Communications website.

Airbus DS SLC CONFIDENTIAL

*This document and its content are property of AIRBUS DS SLC and must not be duplicated and/or disclosed without authorization.
Any use other than that for which it was intended is prohibited*

3. PERMITTED USE

- 3.1 Airbus DS shall create a Customer specific user account needed for the access to Airbus DS Service.
- 3.2 Airbus DS may oversee the Customer's access to and use of Airbus DS Service through activation keys issued to the Customer, or a monitoring program, or otherwise. Airbus DS may activate the monitoring program at any time to register and measure the extent of Customer's access to and use of Airbus DS Service. Customer hereby consents to such monitoring and use of the information thereby acquired.
- 3.3 Subject to the terms and conditions of this Agreement, Airbus DS grants to the Customer a personal, limited, non-exclusive, revocable and non-transferable right to access and use Airbus DS 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 DS 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 DS Service. Should this Agreement terminate for any reason, the access to the End-User(s) will automatically terminate at the same date and Airbus DS will have the right to deny the access to the Airbus DS Service for the Customer and / or the End-User(s).
- 3.4 The Customer acknowledges Airbus DS' and/or its Affiliates' and providers' exclusive ownership, right and title to Airbus DS Service. No transfer of right, title or interest or other implied rights in and to Airbus DS Service will be granted for the materials or content of Airbus DS Service under this Agreement.
- 3.5 Airbus DS Service and any Confidential Information (as such term is defined in article 7 below) of Airbus DS, its Affiliates and/or their licensors, and all rights therein, including without limitation, any intellectual property rights relating thereto, are owned solely by Airbus DS, 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 DS, its Affiliates and/or their licensors and any use by the Customer of the trademarks and/or logos is subject to a separate agreement.
- 3.6 The Customer will inform Airbus DS immediately of any defects that may affect the Customer's ability to test or use Airbus DS Service. Airbus DS will advise the Customer of the required measures. The Customer may also provide proposals and suggestions to Airbus DS regarding Airbus DS Service, or its potential modifications or further development (collectively "Feedback"), and Airbus DS 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

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

5. INTELLECTUAL PROPERTY

- 5.1 Airbus DS, its Affiliates, and their respective licensors, own and shall retain title to all Intellectual Property Rights in and to the Airbus DS 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 DS will not provide the Customer with an instance of or access to any element of the software included in the Airbus DS Service, whether in binary/executable, non-compiled, source code or other form.
- 5.2 Airbus DS shall be free to use and incorporate in the Airbus DS Service any Feedback provided by the Customer, which shall be understood to have been given on a voluntary basis. Airbus DS 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 DS obtains through receiving Feedback. If the Customer has concerns regarding

intellectual property related to Airbus DS Service, Airbus DS must be notified immediately in order for Airbus DS to decide and take the relevant defense action.

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

6. TERM AND TERMINATION

- 6.1 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.
- 6.2 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.
- 6.3 Airbus DS 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.
- 6.4 Airbus DS 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 DS.
- 6.5 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

- 7.1 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.
- 7.2 The Customer shall keep the Airbus DS Service and all other material and/or information disclosed or provided by Airbus DS or its Affiliates to the Customer and findings it has made regarding the Airbus DS 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 DS. Any information which is obtained or detected by Customer in the course of using or working with Airbus DS Material including, but not limited to, Feedback shall be deemed to be the Confidential Information of Airbus DS.
- 7.3 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.
- 7.4 For the avoidance of doubt, the Customer shall not have the right to utilize the Airbus DS Service or any part thereof for the purpose of (i) filing patent applications to cover Airbus DS' or its Affiliates' products, technologies, architectures or specifications, (ii) modifying its pending patent applications to cover Airbus

DS' 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 DS 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.

- 7.5 Confidential Information does not include any information that:
- (a) is generally known to the public at the time of disclosure or later becomes generally known through no fault of the Customer; or
 - (b) was known to the Customer prior to disclosure hereunder as proven by the contemporaneous written records of the Customer; or
 - (c) is disclosed to the Customer by a third party who did not obtain such Confidential Information, directly or indirectly, from Airbus DS or its Affiliates under confidentiality obligation.
- 7.6 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 DS for the acts and omissions of such employees.
- 7.7 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 DS 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 "Authorised User"), provided that the Customer enters into a written agreement with such Authorised 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 DS for the acts and omissions of such Authorised Users.
- 7.8 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

- 8.1 THE SERVICE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND EXPRESS OR IMPLIED AND NEITHER AIRBUS DS, 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.
- 8.2 IN NO EVENT SHALL AIRBUS DS 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 DS OR ITS AFFILIATES, EMPLOYEES OR SUPPLIERS ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 8.3 It is understood and agreed that notwithstanding any other provisions of this Agreement, a breach of this

Agreement by the Customer will cause Airbus DS and/or its Affiliates irreparable damage for which recovery of money damages would be inadequate, and that Airbus DS 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

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.

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: (a) render Airbus DS, its representatives, employees or shareholders liable; or (b) lead to the commencement of investigations or legal or administrative proceedings against Airbus DS, its representatives, employees or shareholders.

In particular, the Customer shall not share an access to Airbus DS Service with an End-User in order to obtain an undue advantage.

The Customer shall report immediately to Airbus DS any request or demand for undue advantage and any violation of any applicable laws or regulations with respect to this Agreement.

If the Customer does not comply with its obligations under this clause, Airbus DS reserves the right to terminate the agreement pursuant to Article 6 "TERM AND TERMINATION".

10. PERSONAL DATA

10.1 The Customer acknowledges having read and adhered to the Airbus DS Privacy Policy available at this address: <https://www.securelandcommunications.com/privacy-policy>. You agree that Airbus DS should use your Personal Data in accordance with this Privacy Policy. The terms "Controller", "Processor", "Data Subjects", "Personal Data", "Processing", "Personal Data Breach", "Binding Corporate Rules", "Supervisory Authority" shall have the meaning of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ("General Data Protection Regulation" or "GDPR").

Each Party asserts to comply with the European Laws and Regulations related to Personal Data protection, including each applicable and relevant national Personal Data Laws and Regulations in force (collectively with the GDPR referred to as "Data Protection Laws and Regulations").

10.2 AIRBUS DS's OBLIGATIONS

Airbus DS 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.

Whenever possible, Airbus DS shall cooperate to the Customer requests concerning the Processing and provide the Customer with necessary information (if information cannot be found publically or with the Customer access rights), so that the Customer is able:

- 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
- to perform any administrative formalities concerning the Processing to the competent data protection Supervisory Authority, and/or
- to comply with requests of any administrative, judicial or Supervisory Authority regarding the

Processing.

Upon termination of the services, AIRBUS DS 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.

10.3 CUSTOMER'S OBLIGATIONS

The Customer declares having the right to transfer Personal Data to Airbus DS.

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 DS.

The Customer remains fully responsible for the lawfulness, accuracy and Compliance to the Laws and Regulations of Personal Data provided to Airbus DS.

10.4 SECURITY

Airbus DS 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.

10.5 ACCESS TO PERSONAL DATA

By accepting these terms & conditions of the Agreement, the Customer authorizes third parties selected by Airbus DS 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 DS.

The Customer has the right to object to the access of Personal Data by a third party selected by Airbus DS by submitting a written request to the address of Airbus DS provided in this Agreement. Airbus DS 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 DS.

Airbus DS 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 GDPR. Where the third party fails to fulfil its data protection obligations, Airbus DS remains liable with regard to the Customer.

10.6 PERSONAL DATA TRANSFERS

Transfer of Personal Data by Airbus DS to a country outside the EEA and not recognized by the European Commission as ensuring an adequate level of protection is authorized only after signature of SCC as established by the European Commission <http://eur-lex.europa.eu/eli/dec/2010/87/oj> or through alternative contractual frameworks where a third party is engaged to help Airbus DS providing web-services to Customer. Transfer of Personal Data by Airbus DS to Airbus entitles outside EEA is permitted through the legal framework of our Binding Corporate Rules, that can be found on Airbus DS website www.airbus.com or viewed here Airbus BCR's.

10.7 IDENTIFICATION OF THE RELATED PERSONAL DATA

- Personal Data processed may concern the following: name, gender, email address, phone number, postal address, country, connection data and IP address.
- Airbus DS informs the Customer that the Personal Data will be hosted in servers located in

European Union

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 DS.

11. MISCELLANEOUS

11.1 The Customer, or any of its Affiliates, shall not to bring suit or a claim against Airbus DS (or its Affiliates, employees, officers, customers and suppliers) before any court or administrative agency based on the utilization or other disposal of the Airbus DS Service or Confidential Information.

11.2 **Export control;** The Customer acknowledges that the Airbus DS 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 authorisation or license from the relevant competent authority. Airbus DS software solutions fall into the dual-use goods category pursuant to Council Regulation (DC) No 428/2009 modified and Wassenaar Arrangement. Airbus DS dual-use software products are identified under control list number 5D002. The export of those software products is strictly monitored and must be authorized by the competent authorities by means of an export license. The export of those Services is strictly monitored and must be authorized by the competent authorities by means of an export license. The procurement of said license involves the submission of a request and supporting documents to the competent authorities. Airbus DS shall inform the Customer by any relevant means whether or not the goods fall under the dual-use category. Unless otherwise specified, Airbus DS shall remain committed to taking the necessary steps in order to obtain the required dual-use export license. Accordingly, the Customer agrees to provide Airbus DS with any documents requested by the relevant authorities 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 DS;
- (ii) a delay in the procurement of the export license.

The Customer shall be deemed responsible for any of the aforementioned delays should the documents not be transmitted to Airbus DS 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 DS forthwith should they decide to export the goods out of the European Union. The Customer refrain from exporting works delivered by Airbus DS o any countries that are mentioned on a restricted list of embargoed countries, including by French, European and/or the United States authorities.

Airbus DS shall not be liable for:

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

In any case, the Customer agrees that no dual-use goods can be exported by Airbus DS without an applicable license.

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 authorisations and/or export licenses.

11.3 **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.

- 11.4 **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.
- 11.5 **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.
- 11.6 **No Waiver;** Any failure of Airbus DS to enforce any provision of this Agreement shall not be deemed a waiver of that or any other provision of this Agreement.
- 11.7 **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 DS. Airbus DS 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 DS assets related to this Agreement.
- 11.8 **Governing Law;** This Agreement shall be governed by the laws of the place where Airbus DS's contracting entity has its registered office, without regard to its conflict of laws rules.
- 11.9 Any dispute arising in connection with this Agreement (including its existence, validity, interpretation, performance and termination) that the Parties could not settle amicably within thirty (30) days from written notice of the dispute sent by one Party to the other Party, may be submitted to arbitration in accordance with the International Chamber of Commerce Arbitration Rules by one or three arbitrators appointed in accordance with said Rules. All proceedings shall be governed in accordance with the laws of the place where Airbus DS's contracting entity has its registered office and shall take place in the place where Airbus DS's contracting entity has its registered office. All proceedings shall be conducted in the English language. The Parties undertake and agree that all arbitral proceedings conducted with reference to this article shall be kept strictly confidential and all information disclosed in the course of such arbitral proceeding shall be used solely for the purpose of those proceedings.