

AIRBUS DEFENCE AND SPACE SAS
END USER SOFTWARE LICENSE AGREEMENT
(hereinafter referred to as the "License Agreement")
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IMPORTANT NOTICE: PLEASE READ

1. AIRBUS DEFENCE AND SPACE SAS IS WILLING TO LICENSE THE SOFTWARE TO YOU ONLY UPON THE CONDITION THAT YOU ACCEPT AND AGREE TO ALL OF THE TERMS AND CONDITIONS CONTAINED IN THE LICENSE AGREEMENT.
2. PLEASE READ THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT CAREFULLY BEFORE SELECTING THE "I ACCEPT" BUTTON AT THE END OF THE LICENSE AGREEMENT. YOU SHALL USE THE SCROLL BAR ON THE RIGHT TO READ THIS LICENSE AGREEMENT. BY SELECTING THE "I ACCEPT" BUTTON, YOU ARE AGREEING TO BE BOUND BY ALL THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT AND THE SOFTWARE WILL THEN BE INSTALLED. NOTWITHSTANDING THE ABOVE, YOUR USE OF THE SOFTWARE ALSO INDICATES YOUR AGREEMENT TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT.
3. IF YOU ARE NOT WILLING TO BE BOUND BY THIS LICENSE AGREEMENT OR YOU DO NOT AGREE TO ALL OF ITS TERMS AND CONDITIONS, SELECT "I REFUSE" AT THE END OF THIS LICENSE AGREEMENT, WHICH WILL CANCEL THE LOADING OF THE SOFTWARE. YOU MUST RETURN THIS SOFTWARE TO THE LOCATION WHERE YOU ACQUIRED IT WITHIN TEN (10) DAYS FROM THE DATE OF PURCHASING THE SOFTWARE. FULL REFUND AFTER CANCELLATION IS SUBJECT TO THE RETURN POLICY OF THE SELLER,
4. COPYING OR USING THIS SOFTWARE OR ITS ASSOCIATED DOCUMENTATION EXCEPT AS PERMITTED BY THIS LICENSE AGREEMENT IS UNAUTHORISED AND WILL AMOUNT TO COPYRIGHT INFRINGEMENT UNDER THIS LICENSE AGREEMENT. IF YOU COPY OR USE THIS SOFTWARE OR ITS DOCUMENTATION WITHOUT THE PERMISSION OF AIRBUS DEFENCE AND SPACE SAS, YOU WILL BE VIOLATING THE LAW AND YOU MAY BE LIABLE TO AIRBUS DEFENCE AND SPACE SAS FOR DAMAGES AND/OR SUBJECT TO CRIMINAL PENALTIES.
5. THIS SOFTWARE IS MADE AVAILABLE FOR THE FIXED TERM FOR WHICH YOU HAVE PAID IN ACCORDANCE WITH THE LICENSE AGREEMENT AND WILL CEASE TO OPERATE ON THE EXPIRATION OF THAT FIXED TERM. USE OF THIS SOFTWARE AFTER THE EXPIRATION OF THE FIXED TERM, OR ANY ATTEMPT TO DEFEAT THE DISABLING FUNCTION EMBEDDED IN THE SOFTWARE, WILL BE IN VIOLATION OF THIS LICENSE AGREEMENT AND MAY ALSO CONSTITUTE COPYRIGHT INFRINGEMENT.

PARTIES

Airbus Defence and Space SAS, a company duly organized and existing under the laws of France, with a share capital of 29.821.072 € (393 341 516 RCS Toulouse), having its registered office located at 31 rue des Cosmonautes, ZI du Palays, 31402 Toulouse Cedex 4 – France, acting through its Business Line Space Systems (hereinafter referred to as "**AIRBUS DEFENCE AND SPACE**" or "**LICENSOR**").

And

The company accepting this License Agreement and clicking on the "**I ACCEPT**" button at the end of this License Agreement (hereinafter referred to as "**YOU**" or the "**LICENSEE**").

Hereinafter individually or collectively referred to as the "**Party**" or the "**Parties**"

THE PARTIES AGREE TO THE FOLLOWING:

Article 1. INTERPRETATION

In this License Agreement:

- (a) headings are for convenience only and do not affect construction;
- (b) except where the context otherwise requires, references to any enactment shall include references to such enactment as re-enacted, amended or extended and any subordinate legislation made under it, in each case before the date of this License Agreement;
- (c) references to persons include companies, corporations, partnerships, associations, and other organizations whether or not having a separate legal personality;
- (d) except where otherwise indicated, references to articles are to articles of this License Agreement;
- (e) “include” and “including” shall be construed without limitation;
- (f) “**Purchase Order**” shall mean the purchase order or contract issued by and between the Licensee and any LICENSOR's authorized reseller or LICENSOR, by which the LICENSEE requests to be granted a license on the SOFTWARE;
- (g) “**APIs**” shall mean the application programming interfaces included in the Software;
- (h) “**Authorization Code**” shall mean an activation key which is delivered to the Licensee under the conditions defined in Article 3.8;
- (i) “**Authorized Hardware**” shall have the meaning ascribed to it in Article 3.4.;

- (j) **“Object Code”** means Software in machine-readable compiled and/or executable form including, but not limited to, byte code form and in form of machine-readable libraries used for linking procedures and functions to other Software.
- (k) **“Open Source Component”** means a software component incorporated into the SOFTWARE which is distributed under a license which is considered either by the “Free Software Foundation” as a free software license or by the “Open Source Initiative” as an open source software license or any similar license.
- (l) **“Modified Open Source Component”** means an Open Source Component which has been modified, corrected or altered by the LICENSOR.
- (m) **“Source Code”** means Software in human-readable form normally used to make modifications to it, including but not limited to comments and procedural code such as job control language and scripts to control compilation and installation.
- (n) **“Third Party Products”** means any third party computer program, database or software component that the LICENSOR purchases or is licensed from any third party, including Open Source Components.
- (o) **“Commercial Purpose”** means and refers to the direct or indirect use of the SOFTWARE in further research activities or in developing, creating and marketing a product, or process, or in creating and providing a service, or in standardization activities; “Exploiting” shall be construed accordingly
- (p) **“Educational Purpose”**: means (i) in the case of a Qualified Educational Institution, Faculty or Other Authorized Educational Licensees, purposes directly related to learning, teaching, training, research that are part of the instructional functions performed by a Qualified Educational Institution and (ii) in the case of Students, purposes related to learning, training, research or development.

Article 2. LICENSE

2.1 **License.** - In consideration of the fees payable under Article 5 and subject to the terms and conditions of this License Agreement, LICENSOR grants to the LICENSEE a non-exclusive, non-transferable license to use the software identified in the Purchase Order (the **“SOFTWARE”**) in Object Code form only and its associated documentation; within the scope of the License purpose (COMMERCIAL PURPOSE or EDUCATIONAL PURPOSE) as identified in the Purchase Order.

2.2 **Third-party components.** - All Third Party Products and/or Modified Open Source Components incorporated into the SOFTWARE are listed in the Annex 1. The LICENSOR is not the author or editor of the Third Party Products.

The rights granted to the LICENSEE regarding the Open Source Components and Modified Open Source Components are the ones specified on applicable open source license agreement mentioned in the Annex 1.

The licenses granted to the LICENSOR on other Third-Party Products are listed in the Annex 1. Any and all Third-Party Product as well as any and all Modified Open Source Component shall be used by the LICENSEE in full compliance with the terms and conditions of the corresponding licenses. The LICENSEE agrees to be bound by such licenses. The LICENSEE shall be liable for the acts, omissions and defaults which cause a breach of the obligations of the LICENSOR under these licenses. Accordingly the LICENSEE shall indemnify and hold the LICENSOR harmless against any and all losses, damages claims arising from such breach. Notwithstanding the above, the LICENSOR warrants that no included open source component preclude the use or exploitation mentioned in Article 2.1.

- 2.3 **Acceptance.** - This License Agreement is deemed to be irrevocably accepted when the LICENSEE clicks on the "I ACCEPT" button at the end of this License Agreement.

Article 3. DELIVERY AND INSTALLATION

- 3.1 **Delivery of the Software.** - The SOFTWARE shall be delivered to the LICENSEE on a CD Rom marked with the name of the SOFTWARE or the SOFTWARE may be downloaded by the LICENSEE through Internet on the following address: www.systema.airbusdefenceandspace.com.
- 3.2 **Ownership of CD Rom.** - Ownership of the CD Rom containing the SOFTWARE shall pass to the LICENSEE at the moment the Authorization Code is activated by the LICENSEE. Risk in the CD Rom (if any) containing the SOFTWARE shall pass to the LICENSEE at the moment of delivery. If any part of the CD Rom shall thereafter be lost, destroyed or damaged, LICENSOR shall, at the request of the LICENSEE, replace the same promptly (embodying the relevant part of the SOFTWARE), subject to the LICENSEE paying the reasonable cost of such replacement.
- 3.3 **Associated Documentation.** - The SOFTWARE is delivered to the LICENSEE with the user guide, the installation procedure and maintenance documentation (referred to as the "**Associated Documentation**"). If the Associated Documentation is in printed form, it may not be copied by any means or in any format. If the Associated Documentation is in electronic form, it may not be copied by any means or in any format, however, the LICENSEE may print out one copy for its records, but such copy may not be further reproduced by any means or in any format.
- 3.4 **Authorized Hardware and number of users.** - The SOFTWARE may be installed on one server or on computer(s) at the LICENSEE'S place of business of the institution (such server or computer on the LICENSEE'S network hereinafter referred to as "**Authorized Hardware**") but the number of authorized users shall be the one which is stipulated in the Purchase Order. If the SOFTWARE is installed on a server the number of users shall never exceed twenty. If the SOFTWARE is installed on a computer, the LICENSEE shall use the SOFTWARE on a "one user per computer" basis.
- 3.5 **Installation fees.** - The installation fees charged by LICENSOR's authorized reseller or LICENSOR under Article 5 will depend on the configuration of the Authorized Hardware

(number of users). The LICENSEE shall not use the SOFTWARE other than on Authorized Hardware without the prior written consent of LICENSOR (such consent not to be unreasonably withheld).

3.6 Installation. - The SOFTWARE shall be installed by the LICENSEE automatically through the auto run system which is triggered (i) after acceptance of this License Agreement by clicking on the "I ACCEPT" button at the end of this License Agreement and (ii) after entering the Authorization code.

3.7 Backup copy. - The LICENSEE may make one further copy of the SOFTWARE for back-up or archival purposes. Any further copies of the SOFTWARE (other than the one expressly allowed by this Article 3.7) are prohibited. The back-up or archival copy of the SOFTWARE may not be installed on another computer, unless such computer is a partitioned drive of a server to which only the LICENSEE has access. The back-up or archival copy shall not be used or installed as long as another copy of the SOFTWARE is installed on any computer on the LICENSEE'S network.

3.8 Authorization code. - The LICENSEE acknowledges that this SOFTWARE requires an authorization code in order to be able to use it. LICENSOR or its authorized reseller as the case may be shall issue an authorization code to the LICENSEE upon acceptance of the terms and conditions of this License Agreement.

Article 4. INTELLECTUAL PROPERTY RIGHTS AND LIMITATION ON USE

4.1 Proprietary rights. - Title, any copyright and all other intellectual property rights or other proprietary rights in the SOFTWARE and the Associated Documentation shall remain vested in the LICENSOR. The LICENSEE shall not acquire any title, copyright or other proprietary rights in the SOFTWARE or the Associated Documentation or in any copies.

4.2 Authorized use. - The SOFTWARE shall only be used in Object Code on Authorized Hardware and only for the LICENSEE'S own business purposes or education or research purposes as the case may be. The LICENSEE may not use or copy the SOFTWARE or Associated Documentation except as permitted by this License Agreement.

4.3 Limitation on Use. - The License Agreement is subject to "*intuitu personae*". Except otherwise agreed in this License Agreement, the LICENSEE shall not use the SOFTWARE to provide network management services or facilities management services to any other party. In all circumstances, the LICENSEE shall not use the SOFTWARE in time-share with any other party. The LICENSEE has no right to disclose, install or use the SOFTWARE over the Internet, including use in connection with a web hosting or similar service, nor make the SOFTWARE available to third parties via Internet, via its server, via its computer system or otherwise.

4.4 Treatment. - The LICENSEE shall not alter, translate, modify or adapt the SOFTWARE or the Associated Documentation. The LICENSEE shall not sub-license, sale, lease, rent, disclose or transfer the SOFTWARE or the Associated Documentation to any third parties. The LICENSEE undertakes not to remove, alter, or obscure any proprietary notices, labels, or marks from the SOFTWARE or the Associated Documentation. Notwithstanding the above, as a strict exception to the above, the LICENSEE shall be authorized to modify or adapt, for internal use only, the modules written in Python which shall be provided under Source Code format with

the SOFTWARE delivery (e.g. pre/post-processing routines). The resulting modifications shall not be sublicensed, sold, leased, rent nor transferred to any third parties.

- 4.5 **Protection.** - The LICENSEE shall not use any equipment, device, software, or other means designed to circumvent or remove any form of copyright protection used or owned by the LICENSOR in connection with the SOFTWARE, or use the SOFTWARE together with any authorization code, serial number, or other copyright protection device not supplied by either the LICENSOR directly or indirectly through its authorized reseller.
- 4.6 **Interoperability.** - The LICENSEE shall not, nor permit others to copy, reproduce, modify, reverse engineer, disassemble, decompile, otherwise attempt to derive Source Codes from the object code of the SOFTWARE or damage the SOFTWARE or make such SOFTWARE available to any third party. Any interoperability requests shall be addressed to the LICENSOR or its authorized licensor which will provide the LICENSEE with the necessary interoperability elements limited to the SOFTWARE API of generic nature (no specific developments will be performed to satisfy such interoperability request except as otherwise agreed by the LICENSOR).
- 4.7 **Errors.** - The LICENSEE shall not correct or procure a third party to correct any error contained in the SOFTWARE without LICENSOR'S prior written consent.
- 4.8 **Inspection.** - Subject to giving a ten (10) calendar day notice, the LICENSOR or its authorized reseller may inspect the facilities of the LICENSEE to verify the proper use for the SOFTWARE under this License Agreement. The inspecting entity shall have access to all technical data as is reasonably necessary for the purpose of the inspection.
- 4.9 **Injunctive right** - The LICENSEE acknowledges and agrees that intellectual property rights are extremely valuable assets of the LICENSOR and that any breach by the LICENSEE of any of its obligations under the present Article 4.9 would result in an irreparable damage to the LICENSOR. In seeking enforcement of the LICENSEE's obligations under the License Agreement, the LICENSOR shall be entitled to injunctive and other equitable relief to prevent and restrain the breach of this Article 4.9 without restricting other legal and equitable remedies or actions the LICENSOR may be entitled to by law or contract.

Article 5. PAYMENTS

- 5.1 **Fees.** - In consideration of the rights granted by this License Agreement, the LICENSOR shall pay the installation, license fees, fiscal charges of whatsoever nature arising outside of France and any applicable taxes and custom duties as set out in an invoice due under the Purchase Order.
- 5.2 **Invoices.** - The invoice shall be sent to the LICENSEE with the SOFTWARE after the LICENSEE accepts the License Agreement. The LICENSEE shall pay the invoice in accordance with the conditions stipulated in the Purchase Order.

Article 6. DURATION

The License Agreement shall become effective on the date of acceptance (as defined in Article 2.3) of this License Agreement and shall continue in full force and effect for the duration fixed in the Purchase Order.

Article 7. WARRANTY

7.1 LICENSOR warrants that:

- (i) the SOFTWARE is compliant with the Associated Documentation;
- (ii) the SOFTWARE will provide the facilities and functions generally described in the Associated Documentation; and
- (iii) the CD Rom on which the SOFTWARE is furnished (if any) and the Associated Documentation are free from defects in materials and workmanship.

7.2 Except as set out in Article 7.1 above LICENSOR does not represent or warrant that the SOFTWARE:

- (i) will perform in every operating environment; or
- (ii) will have uninterrupted or error free operation or that any errors will be corrected or correctable.

7.3 Except for the express warranties stated in Article 7.1 above, the SOFTWARE, the Associated Documentation and the CD Rom on which the SOFTWARE is supplied (if any) are provided on an "as is" basis, and LICENSOR expressly disclaims and excludes any and all other warranties, conditions, or representations (express, implied, oral or written), relating to the SOFTWARE or any part thereof, the Associated Documentation, and the CD Rom on which the SOFTWARE is supplied (if any), including any and all implied warranties of quality, performance, infringement of any third party's intellectual property rights, merchantability, accuracy, correctness, usefulness or fitness for a particular purpose.

7.4 The LICENSOR shall not be held liable for any harm that may be caused to the LICENSEE'S network when installing the SOFTWARE by the transmission of a computer virus or any other similar computer program or by the intervention, if any, of personnel of the Licensor.

7.5 It is hereby acknowledged and agreed by the LICENSEE that Proprietary Products shall be distributed by the LICENSOR on an "as is" basis and that any express or implied warranties from the LICENSOR, including but not limited to warranties of quality, infringement of any third party's intellectual property rights, merchantability, accuracy, correctness, usefulness or fitness for a particular purpose are disclaimed. The LICENSOR shall not be held liable for any damages whatsoever suffered or incurred by the LICENSEE relating to such Proprietary Products, including but not limited to any direct, indirect, incidental, special, exemplary or consequential damages (including but not limited to procurement of substitute goods or services, loss of use, data or profits or business interruption).

Article 8. LIABILITY AND ACKNOWLEDGMENTS

8.1 Under no circumstances shall the LICENSOR be liable for indirect, special, exemplary, consequential or incidental damages, whether foreseeable or unforeseeable, including but not limited to any claims for loss of profit, revenue, data, goodwill, use of money, interruption in use or availability of data, suffered or incurred by the LICENSEE or by any third party in

connection with the use by the LICENSEE of the SOFTWARE or the Associated Documentation or Proprietary Products.

The LICENSEE shall indemnify the LICENSOR from and against any claims, demands, losses, costs, damages, actions, suits, or proceedings (hereinafter called "claims"), by third parties that arise out of, or are attributable to, the LICENSEE's performance, non-performance or breach of the License Agreement.

8.2 Under no circumstances will the aggregate liability of LICENSOR to the LICENSEE exceed the amount of the fees payable under the Purchase Order pursuant to which the subject matter of the claim arose.

8.3 LICENSOR shall have no liability to the LICENSEE or any third party for any claim based or arising as a result of:

- (i) the LICENSEE'S use of the SOFTWARE in violation of this License Agreement;
- (ii) any change or addition in the SOFTWARE by the LICENSEE;
- (iii) any combination, operation or use of the SOFTWARE with third party programs or equipment that has not previously been agreed by LICENSOR; or
- (iv) misuse of the SOFTWARE by the LICENSEE;

nor for any claim made three (3) months after termination and/or expiry of the License Agreement and nor for any claim received by the LICENSEE which has not been notified to the LICENSOR before the expiry of a 15-days period starting from the date of notification of the claim to the LICENSEE.

8.4 The LICENSEE acknowledges that:

- (i) computer-aided engineering software (such as the SOFTWARE) are tools intended to be used by trained professionals only and are not substitutes for the LICENSEE'S professional judgment;
- (ii) computer-aided engineering software and other technical software (such as the SOFTWARE) are intended to assist with product design and are not substitutes for independent testing of product safety and utility;
- (iii) due to the large variety of potential applications for the SOFTWARE, the SOFTWARE has not been tested in every situation under which it may be used;
- (iv) LICENSOR shall not be liable in any manner whatsoever for the results obtained through the use of the SOFTWARE;
- (v) the LICENSEE is responsible for the supervision, management, control and appropriate use, in accordance with the description of the Catalogue of solutions set forth in Annex 2, of the SOFTWARE, such responsibility to include, without being limited to, the selection of the SOFTWARE and other programs to achieve intended results; and
- (vi) the LICENSEE is responsible for establishing the adequacy of independent procedures for testing the reliability and accuracy of any program output, including all items designed by using the SOFTWARE.

8.5 Neither Party will incur any liability to the other Party on account of any loss or damages resulting from any delay or failure to perform all or any part of this License Agreement if such delay or failure is caused by an event of force majeure, by events, occurrences or causes beyond the control and without negligence of the Parties. Such events, occurrences or causes will include, without limitation: acts of God, strikes, lockouts, riots, acts of war, earthquakes, fire and explosions, acts of any government authority, water damages or interruption in telecommunication network or electricity network, malwares (including virus, Trojan horses, worms, etc.).

Article 9. TERMINATION

9.1 Without prejudice to any accrued rights or claims of LICENSOR, this License Agreement may be terminated with immediate effect by LICENSOR, including under request of the LICENSOR's authorized reseller, if the LICENSEE either:

- (i) fails to pay in full any sum payable by it after the date on which it is due; or
- (ii) upon any change in the control of the LICENSEE which must be promptly notified by the LICENSEE to the LICENSOR; or
- (iii) is in breach of any obligation under this License Agreement and fails to remedy such breach (if possible) within thirty (30) calendar days of notification of the breach by LICENSOR; or
- (iv) becomes insolvent or involved in any proceeding implying its insolvency, bankruptcy reorganization, dissolution, liquidation, readjustment of debt or any similar proceeding.

9.2 Termination of this License Agreement shall become effective thirty (30) days after transmission by LICENSOR directly or through its authorized reseller of the notice of termination in the form of a registered letter with acknowledgement of receipt. Such notice of termination does not release the LICENSEE from fulfilling its obligations under this License Agreement until the effective date of termination, without prejudice to any recourse that may be exercised by LICENSOR.

9.3 Upon termination of this License Agreement for any reason whatsoever, the LICENSEE shall:

- (i) immediately cease to use the SOFTWARE and the Associated Documentation; and
- (ii) within ten (10) calendar days, immediately purge the SOFTWARE from its files and any other storage media, including but not limited to, ROMs, RAMs, magnetic tape and discs, and destroy or return to the LICENSOR or its authorized reseller all copies of the SOFTWARE, the Associated Documentation and the Confidential Information (referred to in Article 11 herein), and provide a statement by a director of the LICENSEE, duly authorized to represent and commit the LICENSEE entity, certifying that the SOFTWARE, the Associated Documentation and all copies thereof have been dealt with pursuant to this Article 9.3; and
- (iii) within ten (10) calendar days, pay all fees then due and owed to the LICENSOR or the LICENSOR's authorized reseller.

9.4 The LICENSEE acknowledges that LICENSOR shall be entitled to claim compensation for any damage resulting from or connected with the LICENSEE's default.

Article 10. NON DISCLOSURE - PUBLICITY

- 10.1 By virtue of this License Agreement, the LICENSEE acknowledges it may have access to information that is confidential to LICENSOR, which includes, without limitation, the structure, organization, and executable code of the SOFTWARE which are valuable trade secrets of the LICENSOR, as well as the terms and pricing of this License Agreement (the "**Confidential Information**"). All information clearly identified as either proprietary or confidential information by LICENSOR at the time of disclosure or any other information which by its nature would be considered proprietary or confidential in a court of law shall also be considered as Confidential Information.
- 10.2 The LICENSEE shall hold all Confidential Information in confidence for the period the License remains in effect (such period includes any renewals). The LICENSEE shall also disclose Confidential Information only to those employees who are required to have such information in furtherance of this License Agreement and who are under an obligation to protect the Confidential Information against unauthorized disclosure. The LICENSEE shall be responsible for any unauthorized disclosure or use of the other's Confidential Information made by any of its employees or otherwise and shall take all reasonable precautions to prevent such use or disclosure.
- 10.3 In accordance with the Article 15 of this License Agreement, obligations set out in this article shall survive termination or expiry of this License Agreement for a period of ten (10) years following the term of this License Agreement which implies that during this period Confidential Information received from the LICENSOR shall:
- (a) be protected and kept confidential and be treated with the same manner and with the same degree of care and protection as the LICENSEE uses to treat its own confidential information of like importance, but no less than reasonable care;
 - (b) shall be disclosed internally by the LICENSEE only to those of its employees who are required to have such information in furtherance of this License Agreement and who are under an obligation to protect the Confidential Information against unauthorized disclosure;
 - (c) not be copied or reproduced.
- 10.4 The LICENSOR may mention the name of the LICENSEE in a list of references for LICENSOR's internal or external communication needs.
- 10.5 The LICENSEE shall not publish any information relating to the SOFTWARE and/or SOFTWARE computation methods without the prior written agreement of the LICENSOR. Any such publication of any result obtained by using the SOFTWARE must clearly mention that the result was obtained by using the SOFTWARE.

Article 11. COMPLIANCE WITH LAWS

- 11.1 The Parties shall comply with all applicable laws and regulations. in particular any applicable international anti-corruption laws, anti-money laundering, anti-terrorism, data protection, tax evasion, anti-boycott laws and Sanctions and Export Control Laws.
- 11.2 The Parties represent and warrant that, in relation to the activities contemplated by this License Agreement, neither they nor their respective executives, employees, agents or any individuals or companies acting on their behalf (hereafter “**Affiliated Persons**”), have violated or will violate, or cause any other party to violate, any applicable laws.
- 11.3 In particular, each Party represents that it or its Affiliated Persons has not offered, promised, arranged for or paid, and warrants that it will not offer, promise, arrange for or pay, with respect to its execution and/or performance under this License Agreement, anything of value (including but not limited to monies, gifts and entertainment and special favours) to any individuals (including public officials), either directly or indirectly, where this would violate (i) any local or international anti-corruption law applicable to the performance of its obligations and activities under this License Agreement, or (ii) the principles described in the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, signed in Paris on December 17, 1997, which entered into force on February 15, 1999, and the Convention’s Commentaries.

Article 12. EXPORT CONTROL

The LICENSEE acknowledges that the granting of the SOFTWARE License may be subject to sanctions export control laws and regulations (hereafter referred to as “**Export Regulations**”), which may include but is not limited to European, U.S. export laws and regulations, and international organisations rulings and decisions (such as the United Nations Organisation and the NATO), and the Parties acknowledge that diversion contrary to such Export Regulations is prohibited. The Parties acknowledge that non-granting, refusal and/or withdrawing of an export license shall be considered as a force majeure event under the Article 8.5 herein. Each Party represents and warrants that neither they nor their Affiliated Person is a sanctioned person nor have been convicted of any offense involving fraud, corruption, bribery, sanctions, export control or any other financial crime in any jurisdiction or country in the preceding five (5) years.

Article 13. MISCELLANEOUS PROVISIONS

- 13.1 No right under this License Agreement may be assigned by the LICENSEE without the prior written approval of the LICENSOR.
- 13.2 This License Agreement together with the Purchase Order constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior communications or agreements, both oral and written, between the Parties.
In the event of any conflict or inconsistency between provisions of the Purchase Order and the License Agreement, the conflict or inconsistency shall be resolved by giving precedence to the License Agreement.

- 13.3 Any modifications to this License Agreement shall be agreed in writing by the Parties.
- 13.4 If any provision of this License Agreement is determined to be invalid, unlawful or unenforceable, it shall be declared void or invalid, but such decision will not affect the validity or enforceability of the remaining provisions.
- 13.5 Except as expressly stated in this License Agreement, no exercise or enforcement by either party of any right or remedy under this License Agreement or any failure to exercise or enforce any right or remedy under this License Agreement shall preclude the exercise or enforcement by such party of any other right or remedy under this License Agreement.
- 13.6 It is understood that this License Agreement constitutes a license of use only in the conditions described above. It shall not be construed as giving effect to or otherwise implying a teaming, joint venture, partnership, agency or other such arrangement between the Parties. Nothing in this License Agreement shall grant to any Party the right to make commitments of any kind for or on behalf of the other Party without the prior written consent of the other Party.

Article 14. SETTLEMENT OF DISPUTE

- 14.1 In the event of a dispute arising out of or in connection with or related to the interpretation or the performance of this License Agreement, the Parties undertake to negotiate in good faith a settlement without recourse to legal proceedings. This Article shall in no way waive rights and/or remedies that the Parties may have under this License Agreement and/or under law or equity.
- 14.2 If the Parties are unable to resolve such dispute within thirty (30) calendar days from the day the Parties met or tried to meet after the written notification by one Party to the other of the existing dispute, either Party may request the other in writing that the matter be referred to senior representatives of the Parties with authority to settle the dispute OR the CEOs of the Parties, who shall attempt to resolve the dispute within thirty (30) calendar days of the written request to do so.
- 14.3 If the dispute is not resolved as a result of a meeting of the [senior representatives](#) of the Parties pursuant to the above clause, or if no meeting of the [senior representatives](#) occurs within the prescribed time periods, either Party may request that the dispute be finally settled under the Rules of Arbitration of the International Chamber of Commerce (“**ICC Rules**”) by one arbitrator appointed in accordance with the ICC Rules. The seat of the proceedings shall be [Paris \(France\)](#) and they will be conducted in the English language.
- 14.4 The Parties undertake to keep confidential all awards in their arbitration, together with all materials in the proceedings created for the purpose of the arbitration and all other documents produced by another Party in the proceedings not otherwise in the public domain - save and to the extent that disclosure may be required of a Party by legal duty, to protect or pursue a legal right or to enforce or challenge an award in bona fide legal proceedings before a state court or other judicial authority. The International Bar Association (IBA) Rules on the Taking of Evidence in International Arbitration, as current on the date of this Agreement, shall apply.
- 14.5 Arbitral awards shall be conclusive and binding on the Parties.

- 14.6 The Parties agree that these provisions do not preclude either Party from seeking interim relief in the courts, including but not limited to an injunction to prevent breach, or further breach, of the terms of this Agreement.
- 14.7 This License Agreement shall be governed by and construed in accordance with the laws of France to the exclusion of its conflict of laws provisions. The application of the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 shall be excluded.

Article 15. SURVIVAL

- 15.1 Agreement for any reason shall not release either Party from any liabilities or obligations set forth in this Agreement which: (a) the Parties have expressly agreed shall survive any such termination or expiration; or (b) remain to be performed or by their nature would be intended to be applicable following any such termination or expiration.
- 15.2 In particular, and without limitation of the foregoing, the following Articles shall survive any termination or expiration of the Contract:

Article 4 - Intellectual Property Rights and limitation on use
Article 10 - Non-disclosure – Publicity
Article 11 - Compliance with Laws
Article 14 - Settlement of disputes
Article 15 - Survival
Article 16 - Notices
Article 13.4
Article 13.5
Article 13.6

Article 16. NOTICES

- 16.1 All notices required to be sent to the LICENSOR by the LICENSEE under this License Agreement shall be in writing.
- 16.2 For the purposes of this clause the authorized address of LICENSOR shall be the following or such other address as LICENSOR may notify to the other in writing from time to time for this purpose:

AIRBUS DEFENCE AND SPACE SAS

31 rue des Cosmonautes
31 402 Toulouse Cedex 4
FRANCE

Notices under this License Agreement may not be served by electronic mail, facsimile or other electronic means.

16.3 All other communications by the LICENSEE to the LICENSOR under this License Agreement may be made to:

SYSTEMA Team

E-mail: systema.business@airbus.com

Alternatively, for front-line maintenance services and/or training, the LICENSEE shall contact the authorized reseller of the LICENSOR.

By clicking on the "I ACCEPT" button hereunder, YOU ACCEPT THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT:

I ACCEPT

I REFUSE

ANNEX 1

--- **SYSTEMA THIRD-PARTY Products and Modified Open Source Components** ---

--- **LICENSE INFORMATION** ---

The Third Party Products and Modified Open Source Components mentioned here below shall be used only in the context of the present contract. The use of these software apart from this context could place the users in a situation of counterfeit with regard to the intellectual property of these same third parties.

OPEN SOURCE COMPONENTS (MODIFIED OR NOT)

Name	Version	Link	Description	License			Modified	ECCN	Export Justifications
Bison	1.875c	http://www.gnu.org/software/bison/	Bison is a general-purpose parser generator that converts an annotated context-free grammar into an LALR(1) or GLR parser for that grammar.	GPL with Bison exception	2	https://spdx.org/licenses/GPL-2.0-with-bison-exception	N	Not Subject to EAR	Publicly available software as defined in Export Administration Regulations §734 that does not contain encryption code
Doxygen	1.8.4	https://doxygen.nl/	Doxygen is the de facto standard tool for generating documentation from annotated C++ sources	Doxygen license		https://doxygen.nl/	N	not controlled	Best Engineering Estimate: component with primary functions not relevant to information security.
FFMPEG_AVCODEC	51.1.0	-	Video recording	LGPL	2.1	-	N	Not subject to EAR	Best Engineering Estimate: component with primary functions not relevant to

									information security.
FMI-Standard	2.0.2	https://fmi-standard.org/	Definition of Functional Mock-up Interface (FMI) standard	BSD	2-Clause BSD License	https://fmi-standard.org/	N	not controlled	Best Engineering Estimate: component with primary functions not relevant to information security.
FMUSDK	2.0.6	https://github.com/qtronic/fmusdk	The FMU SDK is a free software development kit provided by Synopsys. It demonstrates basic use of Functional Mockup Units (FMUs) as defined by the following Functional Mock-up Interface specifications for Model Exchange and Co-Simulation 2.0 (July 25, 2014) Model Exchange 1.0 (January 26, 2010) Co-Simulation 1.0 (October 12, 2010)	BSD	2-Clause BSD License	https://github.com/qtronic/fmusdk/blob/master/LICENSE.md	N	Not subject to EAR	Best Engineering Estimate: component with primary functions not relevant to information security.
HDF5	1.8.4-patch1	https://support.hdfgroup.org/HDF5/	HDF5 is a data model, library, and file format for storing and managing data. It supports an unlimited variety of datatypes, and is designed for flexible and efficient I/O and for high volume and complex data. HDF5 is portable and is extensible, allowing applications to evolve in their use of HDF5. The HDF5 Technology suite includes tools and applications for managing, manipulating, viewing, and analyzing data in the HDF5 format.	BSD	3-Clause BSD License	http://spdx.org/licenses/BSD-3-Clause-Attribution.html	N	Not subject to EAR	https://support.hdfgroup.org/HDF5-FAQ.html#eccn

Hipparchus	2.3	https://www.hipparchus.org/	Hipparchus is a library of lightweight, self-contained mathematics and statistics components addressing the most common problems not available in the Java programming language.	Open source license	Apache License 2.0	https://hipparchus.org/license.html	N	not controlled	Best Engineering Estimate: open source component with primary functions not relevant to information security.
IITAS_C++_SDK	2.2.6	https://exchange.esa.int/	<p>The objective of STEP-TAS (Thermal Analysis for Space) is to provide an open, neutral, efficient standard for the exchange, processing and long term archiving of (space) thermal analysis models and results.</p> <p>The STEP-TAS standard actually consists of a protocol (a formal data model) containing four main modules:</p> <ul style="list-style-type: none"> •NRF: Network model and Results Format •MGM: Meshed Geometric Model •SKM: Space Kinematic Model •SMA: Space Mission Aspects <p>and a runtime loadable dictionary of predefined terms (or instances in object-oriented software engineering terminology). "</p>	ESA Software Community License		https://exchange.esa.int/	N	not controlled	Best Engineering Estimate: open source component with primary functions not relevant to information security.
Libenv	1.0	-	Horizontal Wind Model 07		-	-	N	not controlled	Best Engineering Estimate: open source component with primary

									functions not relevant to information security.
Libxml2	2.7.6	-	Libxml2 is the XML C parser and toolkit developed for the Gnome project		MIT	https://opensource.org/licenses/mit-license.html	N	Not subject to EAR	
Meschach	1.2b	http://homepage.math.uiowa.edu/~dstewart/meschach/	Meschach is a C-language library of routines for performing matrix computations.	Copyright (C) 1993 David E. Stewart & Zbigniew Leyk, all rights reserved		cf text in the §4 of the annex 1.	N	Not Subject to EAR	Publicly available software as defined in Export Administration Regulations §734 that does not contain encryption code
mingw	4.4.7	http://mingw-w64.org/doku.php	Mingw-w64 is an advancement of the original mingw.org project, created to support the GCC compiler on Windows systems.	GNU GPL	N/A	https://en.wikipedia.org/wiki/Mingw	N	Not subject to EAR	
OpenSSL	1.1.1h	https://www.openssl.org/	Open SSL is an all-around cryptography library that offers open-source application of the TLS protocol	dual OpenSSL and SSLeay license		https://www.openssl.org/source/license-openssl-ssleay.txt	N	Not subject to EAR	Publicly available source code with unrestricted encryption : Not subject to EAR
OpenJDK	11.0.2	https://openjdk.java.net	OpenJDK (Open Java Development Kit) is a free and open-source implementation of the Java Platform, Standard Edition (Java SE).	GPLv2 with Classpath exception		https://openjdk.java.net/legal/gplv2+cpe.html	N	Not subject to EAR	Publicly available source code with unrestricted encryption : Not subject to EAR

Orekit	11.3	http://www.orekit.org/	Orekit is a low level space dynamics library written in Java. Orekit aims at providing accurate and efficient low level components for the development of flight dynamics applications. It is designed to be easily used in very different contexts, from quick studies up to critical operations. As a library, Orekit provides basic elements (orbits, dates, attitude, frames, ...) and various algorithms to handle them (conversions, propagations, pointing, ...).	Open source license	Apache License 2.0	http://www.orekit.org/licence.html	N	Not subject to EAR	Best Engineering Estimate: component with primary functions not relevant to information security.
OpenSceneGraph	3.4.0patch1	http://www.openscenegraph.org/	The OpenSceneGraph (OSG) is a cross platform C++, OpenGL based library for real-time visualization, with uses such as vis-sim, scientific modelling and games.	OpenSceneGraph Public License	0.0	https://www.openscenegraph.com/images/ Licenses/ LICENSE.txt	N	EAR99	Best Engineering Estimate: open source component with primary functions not relevant to information security.
P7zip	4.57	https://www.7-zip.org/	Zip tool used for packaging	LGPL	2.1	https://www.7-zip.org/licenses/e.txt	N	not controlled	Best Engineering Estimate: open source component with primary functions not relevant to information security.
Python	2.7.18	https://www.python.org/	Python libraries.	Python license	PSF License Version 2	https://spdx.org/licenses/Python-2.0.html	N	5D002 TSU	https://wiki.python.org/moin/PythonSoftwareFoundationLicenseFAQ

Python module - alabaster	0.7.12	https://pypi.org/project/alabaster/	A configurable sidebar-enabled Sphinx theme	BSD		https://github.com/bitropphet/alabaster/blob/master/LICENSE	N	Not Subject to EAR	
Python module - Babel	2.9.1	https://pypi.org/project/Babel/	Internationalization utilities	BSD		https://github.com/pytho n-babel/babel/blob/master/LICENSE	N	Not Subject to EAR	
Python module - backports.functools-lru-cache	0.5	https://pypi.org/project/backports.functools-lru-cache/	Backport of functools.lru_cache	MIT		https://github.com/jaraco/backports.functools-lru-cache/blob/main/LICENSE	N	Not Subject to EAR	
Python module - backports.shutil-get-terminal-size	1.0.0	https://pypi.org/project/backports.shutil-get-terminal-size/	A backport of the get_terminal_size function from Python 3.3's shutil.	MIT		https://github.com/chripa/backports.shutil-get-terminal-size/blob/master/LICENSE	N	Not Subject to EAR	
Python module - backports-abc	2021.10.8	https://pypi.org/project/backports-abc/	A backport of recent additions to the 'collections.abc' module.	Python license	PSF License Version 2	https://github.com/cython/backports-abc/blob/master/LICENSE	N	Not Subject to EAR	
Python module - certifi	1.6.4	https://pypi.org/project/certifi/	Python package for providing Mozilla's CA Bundle.	Mozilla Public license 2.0		https://github.com/certifi/python-certifi/blob/master	N	Not Subject to EAR	

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Python module - chardet	4.0.0	https://pypi.org/project/chardet/	Character encoding auto-detection in Python 3	LGPL	2.1	https://github.com/chardet/blob/master/LICENSE	N	Not Subject to EAR	
Python module - colorama	0.4.4	https://pypi.org/project/colorama/	Cross-platform colored terminal text.	BSD	3-ClauseBSD "New"	https://github.com/tartley/colorama/blob/master/LICENSE.txt	N	Not Subject to EAR	
Python module - cyclcr	0.10.0	https://pypi.org/project/cyclcr/	Composable style cycles	BSD	3-ClauseBSD "New"	https://github.com/matplotlib/cyclcr/blob/main/LICENSE	N	Not Subject to EAR	
Python module - decorator	4.4.2	https://pypi.org/project/decorator/	Decorators for Humans	BSD	2-Clause BSD License	https://github.com/micheeldecorator/blob/master/LICENSE.txt	N	Not Subject to EAR	
Python module - docutils	0.17.1	https://pypi.org/project/docutils/	Docutils -- Python Documentation Utilities	BSD	2-Clause BSD License	https://sourceforge.net/p/docutils/codetree/HEAD/trunk/docutils/licenses/BSD-2-Clause.txt	N	Not Subject to EAR	
Python module - enum34	1.1.10	https://pypi.org/project/enum34/	Python 3.4 Enum backported to 3.3; 3.2; 3.1; 2.7; 2.6; 2.5; and 2.4	BSD		-	N	Not Subject to EAR	
Python module - et-xmlfile	1.0.1	https://pypi.org/project/et-xmlfile/	An implementation of lxml.xmlfile for the standard library	MIT		https://foss.heptapod.net/open	N	Not Subject to EAR	

						pyxl/et_xmlfile/-/blob/branch/default/LICENSE.txt			
Python module - futures	3.3.0	https://pypi.org/project/futures/	The latest version for concurrent.futures package from Python	Python license	PSF License Version 2	https://github.com/agronholm/futures/blob/master/LICENSE.txt	N	Not Subject to EAR	
Python module - h5py	2.10.0	https://pypi.org/project/h5py/	Read and write HDF5 files from Python	BSD	3-ClauseBSD "New"	https://github.com/h5py/h5py/blob/master/LICENSE	N	Not Subject to EAR	
Python module - idna	2.1	https://pypi.org/project/idna/	Internationalized Domain Names in Applications (IDNA)	BSD	3-ClauseBSD "New"	https://github.com/kid/idna/blob/master/LICENSE.md	N	Not Subject to EAR	
Python module - image size	1.3.0	https://pypi.org/project/imagesize/	Getting image size from png/jpeg/jpeg2000/gif file	MIT		https://github.com/shibukawa/imagesize_py/blob/master/LICENSE.rst	N	Not Subject to EAR	
Python module - ipykernel	4.10.1	https://pypi.org/project/ipykernel/	IPython Kernel for Jupyter	BSD	3-ClauseBSD "New"	https://github.com/ipython/ipython/blob/master/LICENSE	N	Not Subject to EAR	
Python module - ipython	5.10.0	https://pypi.org/project/ipython-genutils/	IPython: Productive Interactive Computing	BSD	3-ClauseBSD "New"	https://github.com/ipython/ipython/blob/master/LICENSE	N	Not Subject to EAR	

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Python module - ipython-genutils	0.2.0	https://pypi.org/project/ipython-genutils/	Vestigial utilities from Ipython	BSD	3-ClauseBSD "New"	https://github.com/ipython/ipython/blob/master/LICENSE	N	Not Subject to EAR	
Python module - jdcal	1.4.1	https://pypi.org/project/jdcal/	Julian dates from proleptic Gregorian and Julian calendars.	BSD	2-Clause BSD License	https://github.com/phnjdcal/blob/master/LICENSE.txt	N	Not Subject to EAR	
Python module - Jinja2	2.11.3	https://pypi.org/project/jinja2/	A very fast and expressive template engine.	BSD	3-ClauseBSD "New"	https://github.com/pallets/jinja/blob/main/LICENSE.rst	N	Not Subject to EAR	
Python module - jupyter-client	5.3.5	https://pypi.org/project/jupyter-client/	Jupyter protocol implementation and client libraries	BSD	3-ClauseBSD "New"	https://github.com/jupyter/client/blob/main/COPYING.md	N	Not Subject to EAR	
Python module - jupyter-core	4.6.3	https://jupyter.org/L	Jupyter core package. A base package on which Jupyter projects rely.	BSD	3-ClauseBSD "New"	https://github.com/jupyter/core/blob/main/COPYING.md	N	Not Subject to EAR	
Python module - kiwisolver	1.1.0	https://pypi.org/project/kiwisolver/	A fast implementation of the Cassowary constraint solver	BSD		https://github.com/nucleic/kiwi/blob/main/LICENSE	N	Not Subject to EAR	
Python module - MarkupSafe	1.1.1	https://pypi.org/project/MarkupSafe/	Safely add untrusted strings to HTML/XML markup.	BSD	3-ClauseBSD "New"	https://github.com/pallets/markupsafe	N	Not Subject to EAR	

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Python module - matplotlib	2.2.5	https://pypi.org/project/matplotlib/	Python plotting package	Python license		https://github.com/matplotlib/matplotlib/blob/main/LICENSE.rst	N	Not Subject to EAR	
Python module - numpy	1.16.6	http://www.numpy.org/	NumPy is the fundamental package for array computing with Python.	BSD	3-Clause BSD License	http://spdx.org/licenses/BSD-3-Clause-Attribution.html	N	Not subject to EAR	Publicly available source code with unrestricted encryption but BIS notification not verifiable. So we consider the component as Not subject to EAR
Python module - openpyxl	2.6.4	https://pypi.org/project/certifi	A Python library to read/write Excel 2010 xlsx/xlsm files	MIT		https://foss.heptapod.net/openpyxl/-/blob/branch/3.0/LICENSE.rst	N	Not subject to EAR	Publicly available source code. So we consider the component as Not subject to EAR
Python module - packaging	20.9	https://pypi.org/project/packaging/	Core utilities for Python packages	Apache Software License	Apache License 2.0	https://github.com/pypa/packaging/blob/main/LICENSE.APACHE	N	Not Subject to EAR	
Python module - pandas	0.24.2	https://pandas.pydata.org	Powerful data structures for data analysis; time series; and statistics	BSD	3-Clause BSD "New"	https://github.com/pandas-dev/pandas/b	N	Not Subject to EAR	

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Python module - pathlib2	2.3.6	https://pypi.org/project/pathlib2/	Object-oriented filesystem paths	MIT		https://github.com/jazzband/patlib2/blob/develop/LICENSE.txt	N	Not Subject to EAR	
Python module - pexpect	4.8.0	https://pypi.org/project/pexpect/	Pexpect allows easy control of interactive console applications.	ISC License		https://github.com/pexpect/pexpect/blob/master/LICENSE	N	Not Subject to EAR	
Python module - pickleshare	0.7.5	https://pypi.org/project/pickleshare/	Tiny 'shelve'-like database with concurrency support	MIT		https://github.com/pickleshare/pickleshare/blob/master/LICENSE	N	Not Subject to EAR	
Python module - Pillow	6.2.2	https://pypi.org/project/Pillow/	Python Imaging Library	Historical Permission Notice and Disclaimer (HPND)		https://github.com/python-pillow/Pillow/blob/main/LICENSE	N	Not Subject to EAR	
Python module - prompt-toolkit	1.0.18	https://pypi.org/project/prompt-toolkit/	Library for building powerful interactive command lines in Python	BSD	3-ClauseBSD "New"	https://github.com/prompt-toolkit/python-prompt-toolkit/blob/master/LICENSE	N	Not Subject to EAR	
Python module - ptyprocess	0.7.0	https://pypi.org/project/ptyprocess/	Run a subprocess in a pseudo terminal	ISC License		http://opensource.org/licenses/isc-	N	Not Subject to EAR	

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Python module - py	1.11.0	https://pypi.org/project/py/	library with cross-python path, ini-parsing, io, code, log facilities	MIT		https://github.com/pytest-dev/py/blob/master/LICENSE	N	Not Subject to EAR	
Python module - Pygments	2.5.2	https://pypi.org/project/Pygments/	Pygments is a syntax highlighting package written in Python.	BSD	2-Clause BSD License	-	N	Not Subject to EAR	
Python module - pyparsing	2.4.7	https://pypi.org/project/pyparsing/	Python parsing module	MIT		-	N	Not Subject to EAR	
Python module - pytest	2.3.5	https://pypi.org/project/pytest/	pytest: simple powerful testing with Python	MIT		https://docs.pytest.org/en/latest/licenses.html	N	Not Subject to EAR	
Python module - python-dateutil	2.8.2	https://pypi.org/project/python-dateutil/	Various utilities for working with date and datetime objects	Apache Software License	Apache License 2.0	-	N	Not Subject to EAR	
Python module - pytz	2021.3	https://pypi.org/project/pytz/	World timezone definitions; modern and historical	MIT		https://opensource.org/licenses/MIT	N	Not Subject to EAR	
Python module - pywin32	228	https://pypi.org/project/pywin32/	Python for Window Extensions	Python license	PSF License Version 2	-	N	Not Subject to EAR	
Python module - pyzmq	19.0.2	https://pypi.org/project/pyzmq/	Python bindings for OMQ	BSD		-	N	Not Subject to EAR	
Python module - qtconsole	4.7.7	https://pypi.org/project/qtconsole/	Jupyter Qt console	BSD	3-Clause BSD	https://opensource.org/licenses/BSD-3-Clause	N	Not Subject to EAR	
Python module - QtPy	1.11.2	https://pypi.org/project/QtPy/	Provides an abstraction layer on top of the various Qt bindings.	MIT		https://github.com/spyder-ide/qt-py/blob/master/LICENSE.txt	N	Not Subject to EAR	
Python module - requests	2.26.0	https://pypi.org/project/requests/	Python HTTP for Humans.	Apache Software License	Apache License 2.0	https://github.com/psf/requests	N	Not Subject to EAR	

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Python module - scandir	1.10.0	https://pypi.org/project/scandir/	scandir; a better directory iterator and faster os.walk()	BSD	3-ClauseBSD	https://github.com/benoit/scandir/blob/master/LICENSE.txt	N	Not Subject to EAR	
Python module - scipy	1.2.3	https://scipy.org/	SciPy: Scientific Library for Python	BSD	3-ClauseBSD "New"	https://github.com/scipy/scipy/blob/main/LICENSE.txt	N	Not Subject to EAR	
Python module - simplegeneric	0.8.1	https://pypi.org/project/simplegeneric/	Simple generic functions (similar to Python's own len(); pickle.dump(); etc.)	Zope Public License (ZPL 2.1)		https://spdx.org/licenses/ZPL-2.1.html	N	Not Subject to EAR	
Python module - singledispatch	3.7.0	https://pypi.org/project/singledispatch/	Backport functools.singledispatch from Python 3.4 to Python 2.6-3.3.	MIT		https://opensource.org/licenses/MIT	N	Not Subject to EAR	
Python module - sip	4.19.19	https://pypi.org/project/sip/	A Python bindings generator for C/C++ libraries	SIP License		https://www.riverbankcomputing.com/static/Docs/sip/introduction.html#license	N	Not Subject to EAR	
Python module - six	1.16.0	https://pypi.org/project/six/	Python 2 and 3 compatibility utilities	MIT		https://opensource.org/licenses/MIT	N	Not Subject to EAR	
Python module - snowballstemmer	2.2.0	https://pypi.org/project/snowballstemmer/	This package provides 29 stemmers for 28 languages generated from Snowball algorithms.	BSD	3-Clause BSD	https://github.com/snowballstem/snowballstemmer/blob/master/COPYING	N	Not Subject to EAR	

Python module - Sphinx	1.8.6	https://www.sphinx-doc.org/en/master/index.html	Python documentation generator	BSD	2-Clause BSD License	https://www.sphinx-doc.org/en/master/index.html	N	Not Subject to EAR	
Python module - sphinxcontrib-websupport	1.0.0	https://pypi.org/project/sphinxcontrib-websupport/	Sphinx API for Web Apps	BSD	2-Clause BSD License	https://www.sphinx-doc.org/en/master/index.html	N	Not Subject to EAR	
Python module - sphinx-rtd-theme	3.5.4	https://pypi.org/project/sphinx-rtd-theme/	Read the Docs theme for Sphinx	MIT		https://github.com/readthedocs/sphinx_rtd_theme/blob/master/LICENSE	N	Not Subject to EAR	
Python module - subprocess32	1.1.2	https://pypi.org/project/subprocess32/	A backport of the subprocess module from Python 3 for use on 2.x.	Python license	PSF License Version 2	https://github.com/google/python-subprocess32/blob/main/LICENSE	N	Not Subject to EAR	
Python module - tornado	5.1.1	https://pypi.org/project/tornado/	Tornado is a Python web framework and asynchronous networking library; originally developed at FriendFeed.	Apache Software License		https://www.tornadoweb.org/en/stable/	N	Not Subject to EAR	
Python module - traitlets	4.3.3	https://pypi.org/project/traitlets/	Traitlets Python configuration system	BSD	3-Clause BSD	https://github.com/ipython/traitlets/blob/main/COPYING.md	N	Not Subject to EAR	
Python module - typing	3.10.0.0	https://pypi.org/project/typing/	Type Hints for Python	Python license	PSF License Version 2	https://docs.python.org/2.7/license.html	N	Not Subject to EAR	

Python module - urllib3	1.26.7	https://urllib3.readthedocs.io/	HTTP library with thread-safe connection pooling; file post; and more.	MIT		https://urllib3.readthedocs.io/en/stable/#license	N	Not Subject to EAR	
Python module - wcwidth	0.2.5	https://pypi.org/project/wcwidth/	Measures the displayed width of unicode strings in a terminal	MIT		https://github.com/jquast/wcwidth/blob/master/LICENSE	N	Not Subject to EAR	
Python module - win-unicode-console	0.5	https://pypi.org/project/win-unicode-console/	Enable Unicode input and display when running Python from Windows console.	MIT		https://github.com/Drekin/win-unicode-console/blob/master/LICENSE	N	Not Subject to EAR	
Python module - PyQt4	4.12.3	https://riverbankcomputing.com/software/pyqt/	PyQt is a set of Python bindings for The Qt Company's Qt application framework	RIVERBANK Commercial License		cf. EULA text in the §1 of the annex 1	N	Not Subject to EAR	
Qwt	6.1.0	www.qwt.sourceforge.net/	Qwt is a graphics extension to the Qt GUI application framework from Trolltech AS of Norway. It provides a 2D plotting widget and more.	LGPL	V1.0	www.qwt.sourceforge.net/	N	Not Subject to EAR	
Rugged	3.0	https://www.orekit.org/rugged/	Rugged is a geolocation library used for satellite imagery. It allows to map image coordinates (pixel, line) with geographic or projected coordinates (lon, lat or x, y, h) by computing the intersection of the sensor's lines of sight with the Earth's terrain. This mapping is essential for georeferencing raw satellite images. It is a key component when	Open source license	Apache License 2.0	https://www.orekit.org/rugged/license.html	N	Not Subject to EAR	Best Engineering Estimate: component with primary functions not relevant to information security.

			projecting an image on ground.						
SSTRIP	3.0a	-	truncates ELF files to remove non-program content.	GPL	V2	-	N	Not Subject to EAR	
Swig	1.3.40	https://www.swig.org/				https://www.swig.org/legal.html	N	Not Subject to EAR	
ZeroMQ	4.3.2	https://github.com/zeromq/libzmq/tree/v4.3.2	ZeroMQ (also spelled ØMQ, 0MQ or ZMQ) is an asynchronous messaging library, aimed at use in distributed or concurrent applications.	LGPL	V3 + a static linking exception	http://wiki.zeromq.org/area:licensing	N	Not Subject to EAR	
Zlib	1.2.8	https://zlib.net/	A Massively Spiffy Yet Delicately Unobtrusive Compression Library	Zlib License	1.2.12	https://zlib.net/zlib_licenses.html	N	Not Subject to EAR	
Zmq	4.0.3	https://github.com/zeromq/libzmq/tree/v4.3.0	ZeroMQ (also spelled ØMQ, 0MQ or ZMQ) is an asynchronous messaging library, aimed at use in distributed or concurrent applications.	LGPL	V3 + a static linking exception	http://wiki.zeromq.org/area:licensing	N	Not Subject to EAR	

List of the referred Third-Party Products licenses (not including Open Source Components)

1) QTToolkit commercial license

QT ENTERPRISE LICENSE AGREEMENT

Agreement version 1.2T

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"Applications" shall mean Licensee's software products created using the Licensed Software which may include portions of the Licensed Software.

"Deployment Platforms" shall mean those operating systems in which the Licensed Software can be distributed on according to the terms and conditions of this Agreement, especially Section 5.2. "Development Platforms" shall mean those operating systems in which the Licensed Software can be used only for designing, developing and testing Applications, but not distributed in any form or used for any other purpose.

"Designated User(s)" shall mean the employee(s) of Licensee acting within the scope of their employment or Licensee's consultant(s) or contractor(s) acting within the scope of their services for Licensee and on behalf of Licensee.

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5) PyQt4

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Agreement version 4.1

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18. Clauses that survive termination: Sections 2, 6, 7, 8, 12, 19, 20 and 22 shall survive the termination of this Agreement, however Sections 6 and 7 shall not survive if the Agreement is terminated for cause.

19. Entire Agreement: This Agreement constitutes the complete agreement between the parties and supersedes all prior or contemporaneous discussions, representations, and proposals, written or oral, with respect to the subject matters discussed herein. No modification of this Agreement will be effective unless contained in a writing executed by an authorized representative of each party. No term or condition contained in Licensee's purchase order will apply unless expressly accepted by Riverbank in writing. If any provision of the Agreement is found void or unenforceable, the remainder will remain valid and enforceable according to its terms. If any remedy provided is determined to have failed for its essential purpose, all limitations of liability and exclusions of damages set forth in this Agreement shall remain in effect.

20. Confidentiality: Each party acknowledges that during the term of this Agreement it will have access to information about the other party's business, business methods, business plans, customers, business relations, technology, and other information, including the terms of this Agreement, that is confidential and of great value to the other party, and the value of which would be significantly reduced if disclosed to third parties (the "Confidential Information"). Accordingly, when a party (the "Receiving Party") receives Confidential Information from another party (the "Disclosing Party"), the Receiving Party shall, and shall obligate its employees and agents to:

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- The Licensed Software's API description files.

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ANNEX 2

 --- **SYSTEMA CATALOGUE OF SOFTWARE SOLUTIONS** ---

Description of the Software Solutions:

“THERMISOL”, “THERMICALC”, “THERMICA”, “SYSTEMA/OUTGASSING”, “SYSTEMA/PERTURBATIONS”, “SYSTEMA/DOSRAD”, “SYSTEMA/ATOMOX”, “SYSTEMA/ENVIPACK”, “SYSTEMA/MASS”, “SYSTEMA/DEBRIS”, “SYSTEMA/GTD”, “SYSTEMA/POWER”, “SYSTEMA/PLUME” and “SYSTEMA/CONTAMINE”.

Catalogue Part 1: Airbus Defence and Space proprietary:

1. **THERMISOL** solution is a tool for space systems and equipment developed by Airbus Defence and Space to compute the temperature evolutions of a network of thermal nodes.
2. **THERMICALC** solution is an Excel interface allowing thermal simulations from a simple description of a nodal network.
3. **THERMICA** solution is an integrated engineering chain for space systems and equipment developed by Airbus Defence and Space to perform all the simulations needed to predict the temperature fields and perform the thermal design of a system. It provides the following capabilities: description of the geometry, the thermal properties, the trajectory, the kinematics and the mission; computation of radiative couplings, conductive couplings, solar fluxes, planet fluxes, albedo fluxes and temperatures (THERMISOL).
4. **SYSTEMA/OUTGASSING** solution is an integrated engineering chain for space systems and equipment developed by Airbus Defence and Space to compute the contamination induced the material outgassing. It provides the following capabilities: description of the geometry, the outgassing properties, the trajectory, the kinematics and the mission; computation of mass transfer factors, the deposits along the mission and the column density of contaminants.
5. **SYSTEMA/PERTURBATION** solution is an integrated engineering chain for space systems developed by Airbus Defence and Space to compute the in-orbit perturbations. It provides the following capabilities: description of the geometry, the perturbations properties, the trajectory, the kinematics and the mission; computation of air drag, solar, Earth and albedo pressure, thermal imbalances, gradient gravity torque and magnetic moment torque.
6. **SYSTEMA/DOSRAD** solution is an integrated engineering chain for space systems and equipments developed by Airbus Defence and Space to compute the in-orbit dose. It provides the following capabilities: description of the geometry, the radiations properties, the trajectory, the kinematics and the mission; computation of the in-orbit environment and dose-depth curve, the equivalent thickness due to the structure and the dose level.

7. **SYSTEMA/ATOMOX** solution is an integrated engineering chain for space systems developed by Airbus Defence and Space to compute the in-orbit erosion induced by atomic oxygen. It provides the following capabilities: description of the geometry, the atomic oxygen properties, the trajectory, the kinematics and the mission; computation of the atomic oxygen fluence and induced erosion.
8. **SYSTEMA/ENVIPACK** solution is an integrated software package for space environment developed by Airbus Defence and Space including SYSTEMA/OUTGASSING, SYSTEMA/DOSRAD, SYSTEMA/ATOMOX and SYSTEMA/MATCHARGE (solar cells degradation computation).
9. **SYSTEMA/MASS** solution is an integrated engineering chain for space systems developed by Airbus Defence and Space to compute the mass centering and inertia. It provides the following capabilities: description of the geometry, description of the mass property; computation of the mass, center of mass and inertia.
10. **SYSTEMA/DEBRIS** solution is an integrated software package developed by Airbus Defence and Space. It computes the impact of small debris and micrometeoroids on elements taking into account the protection induced by a structure. It relies on the Systema framework completed by a generic solver to compute the probability that small debris / micrometeoroids (MMOD) penetrate a surface.
11. **SYSTEMA/GTD** solution is an integrated engineering chain for space systems developed by Airbus Defence and Space to compute the interactions between radiofrequency sources and satellite structure. The software based on GTD / UTD methods computes the electric field on spacecraft surfaces and the coupling between two antenna sources.
12. **SYSTEMA/POWER** solution in an integrated engineering chain for space systems developed by Airbus Defence and Space to design and evaluate the performances of a power system. It is composed of: 1. a module that computes the thermal fluxes and coupling. 2. A module that computes the electrical behavior of a set of connected power components.

Catalogue Part. 2: Airbus Defence and Space/CNES proprietary:

13. **SYSTEMA/PLUME** solution is an integrated engineering chain for space systems developed by Airbus Defence and Space and CNES to compute the in-orbit impacts of thruster plume. It provides the following capabilities: computation of the plume flow field, description of the geometry, description of the plume properties; computation of the plume impacts in terms of thermal flux, perturbing forces, perturbing torques and incident mass flux.
14. **SYSTEMA/CONTAMINE** solution is a specific evolution of **SYSTEMA/PLUME** dedicated to the computation of thruster plume contamination.