

EULER-NAV EVALUATION LICENSE AGREEMENT (EULA)

Version: 1.1 **Effective date:** [2026-02-20]

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1.2 "Authorized Users" means up to five (5) specifically named individuals who are employees of Licensee (or, if explicitly approved in writing by Licensor, contractors) and who are bound by confidentiality obligations at least as protective as this Agreement.

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(i) use the Evaluation Package or its outputs (including logs, telemetry, or results) to train, fine-tune, or validate any machine learning or artificial intelligence model intended to replicate, approximate, or replace the functionality of the Evaluation Package, or to develop a competing baro-inertial AHRS or sensor fusion system.

5.2 Civil-only restriction. Licensee represents and warrants that the Evaluation Purpose is strictly civil. If Licensee cannot comply with civil-only use, it must not accept or use the Evaluation Package.

6. CONFIDENTIALITY

6.1 Licensee shall keep all Confidential Information strictly confidential and shall use it only for the Evaluation Purpose.

6.2 Licensee shall protect Confidential Information using at least the same degree of care it uses to protect its

own confidential information, and in no case less than reasonable care.

6.3 Licensee may disclose Confidential Information only to Authorized Users who have a legitimate need to know for the Evaluation Purpose and are bound by confidentiality obligations.

6.4 The confidentiality obligations survive termination/expiration of this Agreement for a period of five (5) years, except that obligations regarding source code and trade secrets survive as long as such information remains a trade secret under applicable law.

7. OWNERSHIP AND FEEDBACK

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8.1 Upon expiration or termination of this Agreement, Licensee must immediately cease all use of the Evaluation Package.

8.2 Within fourteen (14) days after expiration/termination, Licensee must delete and permanently remove:

(a) the Evaluation Package (all copies, in any form);

(b) all modified versions and derivative works;

(c) all binaries, outputs, and artifacts generated from the Evaluation Package, to the extent they contain or reveal Confidential Information;

(d) all Confidential Information of Licensor in its possession or control.

8.3 Certification of Deletion. Within fourteen (14) days following the expiration or termination of this Agreement, Licensee shall automatically, without requiring a prior request from Licensor, provide a written confirmation (an email from an authorized representative is sufficient) certifying that all copies of the Evaluation Package, modifications, and Confidential Information under Licensee's control in its evaluation environments (including backups, where reasonably practicable to delete) have been permanently deleted.

9. TERMINATION

9.1 Licensor may terminate this Agreement immediately upon notice if Licensee breaches any term of this Agreement.

9.2 Upon termination, Sections 5–12 survive to the extent necessary to enforce rights and obligations (including

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11.2 LICENSOR'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE GREATER OF (A) THE AMOUNT PAID BY LICENSEE FOR THE EVALUATION LICENSE (IF ANY) IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO LIABILITY, OR (B) EUR 1,000.

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11.4 Flight Outcomes and Indemnification. Licensee is solely responsible for any flight testing and the overall safety of its aircraft. Licensor is not responsible for flightworthiness decisions, operational safety, or any property damage or injury resulting from Licensee's physical testing. Licensee shall indemnify, defend, and hold harmless Licensor, its directors, officers, and employees from and against any third-party claims, damages, losses, liabilities, costs, and expenses (including reasonable legal fees) arising out of or related to Licensee's use of the Evaluation Package, specifically including any physical flight testing or, to the extent caused by, any breach of the restrictions outlined in Section 5.

12. GOVERNING LAW AND JURISDICTION

12.1 This Agreement is governed by the laws of the Federal Republic of Germany, excluding its conflict of laws rules and excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

12.2 The courts in Munich, Germany shall have exclusive jurisdiction, unless mandatory law provides otherwise.

13. MISCELLANEOUS

13.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding the Evaluation Package and supersedes prior discussions.

13.2 Severability. If any provision is held unenforceable, the remainder remains in effect.

13.3 No Assignment. Licensee may not assign or transfer this Agreement without Licensor's prior written consent.

13.4 Amendments. Any amendment must be in writing and signed by both parties.

13.5 Notices. Notices may be sent by email to the addresses provided by the parties, and will be deemed received when sent (unless a bounce notice is received).

ACCEPTED AND AGREED:

LICENSOR: AMS Advanced Air Mobility Sensors UG (haftungsbeschränkt)

Name/Title: _____

Date: _____

LICENSEE:

[Legal entity name]

Name/Title: _____

Date: _____