

End-User License Agreement ("Agreement")

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**Please read this End-User License Agreement carefully before clicking the "I Agree" button, downloading or using STIM GYRO MODULE AND IMU EVALUATION SOFTWARE.**

# 1. Interpretation and Definitions

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## 1.1 Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

## 1.2 Definitions

For the purposes of this End-User License Agreement:

**Agreement** means this End-User License Agreement that forms the entire agreement between the User and the Company regarding the use of the Application.

**Application** means the software program provided by the Company downloaded by the User to a Device, named STIM GYRO MODULE AND IMU EVALUATION SOFTWARE and any its subsequent derivatives and update versions.

**Company** (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to Safran Sensing Technologies Norway, Langmyra 6, 3185 Skoppum, Norway, enterprise # NO 998 068 266

**Content** refers to content such as text, images, data or other information that can be posted, uploaded, linked to or otherwise made available by the User, regardless of the form of that content.

**Device** means any device that can access the Application such as a computer, a cellphone or a digital tablet.

**Safran Sensing Technologies Norway Products** means any product developed and/or manufactured and/or sold by Safran Sensing Technologies Norway such as IMUs, Gyros and Inertial Systems but not limited to

**Third-Party Services** means any services or content (including data, information, applications and other products services) provided by a third-party that may be displayed, included or made available by the Application.

**User** means the individual accessing or using the Application or the company, or other legal entity on behalf of which such individual is accessing or using the Application, as applicable.

## 2. Acknowledgment

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By clicking the "I Agree" button, downloading or using the Application, the User is agreeing to be bound by the terms and conditions of this Agreement. If the User does not click on the "I Agree" button, User will not be allowed to download or use the Application.

This Agreement is a legal document between the User and the Company and it governs the use of the Application made available to the User by the Company.

The Application is licensed to the User by the Company for use strictly in accordance with the terms of this Agreement.

## 3. License

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### 3.1 Scope of License

The Company grants the User a revocable, non-exclusive, non-transferable, limited license to download, install and use the Application strictly in accordance with the terms of this Agreement.

The Application can only and exclusively be used for the evaluation and configuration of Safran Sensing Technologies Norway Products.

The license that is granted to the User by the Company is solely for its personal, non-commercial purposes strictly in accordance with the terms of this Agreement.

### 3.2 License Restrictions

The User agrees not to, and will not permit others to:

- License, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the Application or make the Application available to any third party.
- Copy or use the Application for any purpose other than as permitted under the above section 'License'.
- Modify, make derivative works of, disassemble, decrypt, reverse compile or reverse engineer any part of the Application.
- Remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) of the Company or its affiliates, partners, suppliers or the licensors of the Application.
- Use the Application for products and/or for evaluation of any products other than Safran Sensing Technologies Norway Products.

## 4. Intellectual Property

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The Application, including without limitation all copyrights, patents, trademarks, trade secrets and other intellectual property rights are, and shall remain, the sole and exclusive property of the Company.

## 5. User's Suggestions

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Any feedback, comments, ideas, improvements or suggestions provided by the User to the Company with respect to the Application shall remain the sole and exclusive property of the Company.

The Company shall be free to use, copy, modify, publish, or redistribute the Suggestions for any purpose and in any way without any credit or any compensation to the User.

## 6. Modifications to the Application

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The Company reserves the right to modify, suspend or discontinue, temporarily or permanently, the Application or any service to which it connects, with or without notice and without liability to the User.

### 6.1 Updates to the Application

The Company may from time to time provide enhancements or improvements to the features/functionality of the Application, which may include patches, bug fixes, updates, upgrades and other modifications.

Updates may modify or delete certain features and/or functionalities of the Application. The User agrees that the Company has no obligation to (i) provide any Updates, or (ii) continue to provide or enable any particular features and/or functionalities of the Application to the User.

The User further agrees that all updates or any other modifications will be (i) deemed to constitute an integral part of the Application, and (ii) subject to the terms and conditions of this Agreement.

### 6.2 Maintenance and Support

The Company does not provide any maintenance or support for the download and use of the Application.

## 7. Third-Party Services

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The Application may display, include or make available third-party content (including data, information, applications and other products services) or provide links to third-party websites or services.

The User acknowledges and agrees that the Company shall not be responsible for any Third-party Services, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. The Company does not assume and shall not have any liability or responsibility to the User or any other person or entity for any Third-party Services.

## 8. Term and Termination

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This Agreement shall remain in effect until terminated by the User or the Company. The Company may, in its sole discretion, at any time and for any or no reason, suspend or terminate this Agreement with or without prior notice.

This Agreement will terminate immediately, without prior notice from the Company, in the event that the User fails to comply with any provision of this Agreement. The User may also terminate this Agreement by deleting the Application and all copies thereof from its Device or from its computer.

Upon termination of this Agreement, the User shall cease all use of the Application and delete all copies of the Application from its Device.

Termination of this Agreement will not limit any of the Company's rights or remedies at law or in equity in case of breach by the User (during the term of this Agreement) of any of its obligations under the present Agreement.

## 9. Indemnification

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The User agrees to indemnify and hold the Company and its parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors (if any) harmless from any claim or demand, including reasonable attorneys' fees, due to or arising out of its: (a) use of the Application; (b) violation of this Agreement or any law or regulation; or (c) violation of any right of a third party.

## 10. No Warranties

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The Application is provided to the User "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Application, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Application will meet the User's requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Company nor any of the company's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Application, or the information, content, and materials or products included thereon; (ii) that the Application will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Application; or (iv) that the Application, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

## 11. Limitation of Liability

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Notwithstanding any damages that the User might incur, the entire liability of the Company and any of its suppliers under any provision of this Agreement and the User's exclusive remedy for all of the foregoing shall be limited to 1000 €.

In no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Application, third-party software and/or third-party hardware used with the Application, or otherwise in connection with any provision of this Agreement), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

## 12. Severability and Waiver

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### 12.1 Severability

If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest

extent possible under applicable law and the remaining provisions will continue in full force and effect.

## 12.2 Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Agreement shall not effect a party's ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute a waiver of any subsequent breach.

# 13. Claims

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The Company does not make any warranties concerning the Application.

# 14. Compliance

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The User shall comply with all applicable laws and regulations such as personal data and export regulations from the United States of America, the European Union and its relevant member country. The User shall also comply with the legal provisions against corruption in accordance with any applicable anti-corruption laws or regulations including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, the UK Bribery Act 2010, the OECD Convention of 1997 and the United Nations Convention Against Corruption of 2003 (UNCAC). User shall not grant, directly or indirectly, any unduly gift, present, payment, remuneration or benefit whatsoever (trip, etc.) to anyone in connection with the downloading or using the Application.

# 15. Changes to this Agreement

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The Company reserves the right, at its sole discretion, to modify or replace this Agreement at any time. If a revision is material we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at the sole discretion of the Company.

By continuing to access or use the Application after any revisions become effective, the User agrees to be bound by the revised terms. If the User does not agree to the new terms, he or she is no longer authorized to use the Application.

# 16. Governing Law & Arbitration

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The laws of France, excluding its conflicts of law rules, shall govern this Agreement and its use of the Application.

Any dispute that the Company and the User could not settle amicably relating to this Agreement shall be exclusively and finally settled by arbitration under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed pursuant to the said Rules. The arbitration proceeding shall take place in Paris, France, in the English language.

## 17. Entire Agreement

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The Agreement constitutes the entire agreement between the User and the Company regarding its use of the Application and supersedes all prior and contemporaneous written or oral agreements between the User and the Company.

The User may be subject to additional terms and conditions that apply when the User uses or purchases other Company's services, which the Company will provide to the User at the time of such use or purchase.

## 18. Contact

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The User can contact the Company if there is any questions about this Agreement:

By email: [support@sensor.no](mailto:support@sensor.no)

By visiting this page on our website: [www.safran-sensing-technologies.com](http://www.safran-sensing-technologies.com)