**UAVPROF Customer** License Agreement

This UAVPROF Customer License Agreement (the "**Agreement**") is entered into on [DATE\_\_.\_\_.\_\_\_\_\_] by and between:

**UAVPROF SOFTWARE FZCO** incorporated and registered in Dubai emirate, the United Arab Emirates with company number 58028, whose registered office is at Building A1, Dubai Digital Park, Dubai Silicon Oasis, Dubai, United Arab Emirates (the "**Licensor**"); and

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “**Customer**”),

a legal entity incorporated under the laws of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

with its registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**License Terms**

1. Licensed Software:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| № | Product | License fee per seat, USD | Number of seats | Total license fee for product, USD |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
| **Total fees due** |  |

1. License Type: ***Perpetual.***
2. Territory: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. Permitted Use: ***The license granted to the Customer is limited to internal business purposes only and does not include the right to grant sublicenses.***
4. Payment due date: *\_\_.\_\_.\_\_\_\_\_.*
5. Taxes: ***Fees are exclusive of indirect taxes, which are payable by the Customer***.
6. Delivery: ***By download from the following FTP address*** *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*.
7. Customer contact details:

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Licensor contact details:

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Parties agree that the attached GENERAL TERMS AND CONDITIONS, incorporated herein by reference, form an integral part of this Agreement. By signing below, each Party acknowledges and agrees to be bound by both the commercial terms set forth above and the legal terms set forth in the GENERAL TERMS AND CONDITIONS.

**[Signature Page Follows]**

**Signature Page**

to the UAVPROF Customer License Agreement

between UAVPROF SOFTWARE FZCO and the Customer

**UAVPROF SOFTWARE FZCO**

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Customer:**

Customer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**General Terms and Conditions**

This General Terms and Conditions are an integral part of the UAVPROF Customer License Agreement (the “**Agreement**”) concluded between the Customer and UAVPROF SOFTWARE FZCO (“**Licensor**”), and they set out the terms under which the Customer is granted access to, and the limited right to use the UAVPROF Software.

1. **Definitions**

**Software** means certain proprietary software known as “UAVPRPOF Drone Simulator”, including all related Documentation, updates, and modifications thereto, which Licensor makes available under this Agreement. Particular Software products licensed to the Customer, are indicated in the License Terms of the Agreement

**Term** means the license term indicated in the License Terms of the Agreement.

**Territory** means the territory indicated in the License Terms of the Agreement.

**Hardware technical requirements for the hardware** for installing the Software mean the hardware requirements necessary for downloading and using the Software, as posted by the Licensor on the webpage [\_\_\_].

**Effective Date** means the earliest of the following (i) the date indicated on the first page of the Agreement as the date of its signing; or (ii) the date of the Customer’s online acceptance of the terms and conditions of this Agreement by clicking the “I Accept the License Agreement” button; or (iii) the date of installation by the Customer of any version of the Software.

1. **Limited License**

2.1. Subject to the terms of this Agreement the Licensor grants the Customer a limited, non-exclusive license right to use the Software within the Territory and during the Term solely for the Customer’s internal business purposes by its employees or authorized contractors acting on its behalf, and not for the benefit of any third party. The Software is licensed, not sold.

2.2. The Customer shall not use the Software for purposes of competitive analysis, benchmarking, or developing a competing product.

2.3. The Customer undertakes to review the Technical Requirements for the hardware prior to downloading the Software and to make the necessary preparations for the installation of the Software.

1. The Customer acquires a license for a fixed Term specified in the License Terms. If the Customer acquires a perpetual license, the above license grant shall be perpetual but may still be terminated in accordance with Section 11.

2.5. The Customer is entitled to create a reasonable number of backup copies of the Software solely for archiving or disaster recovery purposes, but not for use in production, evaluation, testing, or creating derivative software (except for verifying the ability of such backup copies to replace the Software in case of failure). The Customer shall not remove, obscure, or reprint on the original Software any copyright notices, trademarks, logos, labels, or other proprietary designations, and shall accurately reproduce all of the foregoing on any permitted copies. The Customer shall maintain possession and control over copies of the Software in its possession and take appropriate security measures to protect the Software from access or use by persons who are not authorized users under this Agreement.

2.6. The Customer shall not:

(a) exceed the number of licenses agreed upon and paid for by the Customer;

(b) copy, duplicate, or otherwise reproduce the Software, in whole or in part, except as permitted under this Agreement;

(c) modify, port, adapt, translate, or create any derivative works from or based on the Software, in whole or in part;

(d) reverse engineer, decompile, disassemble, or otherwise attempt to convert the object code or discover the source code of the Software;

(e) combine the Software with any other software or incorporate it into any other software;

(f) lend, lease, sell, sublicense, resell, distribute, assign, or otherwise transfer the Software, in whole or in part, to any third parties, except for access rights permitted under this Agreement; or

(g) remove, obscure, or alter any patent, copyright, trademark, or other proprietary notices contained in the Software.

2.7. The Customer shall ensure compliance by its employees or authorized users with the terms of this Agreement.

2.8. If the Customer becomes aware of any unauthorized use of all or any part of the Software, the Customer shall promptly notify the Licensor, providing reasonable details. The Customer shall be responsible for any unauthorized use of the Software resulting from the Customer’s access to such Software.

2.9. Upon providing the Customer with reasonable prior notice and no more than once every twelve (12) months, the Licensor may conduct an audit using its own personnel or third-party personnel to verify that the Customer’s use of the Software complies with the terms of this Agreement. The Licensor shall comply with the Customer’s security requirements and conduct any such audit during the Customer’s business hours and in accordance with the Customer’s reasonable security requirements at the Customer’s premises.

2.10. If such audit reveals an underpayment of more than five percent (5%) of the fees due, the Customer shall also reimburse the Licensor for the reasonable costs of the audit and pay late payment interest at the rate of 1.5% per month on the underpaid amounts.

2.11. The Licensor delivers the Software to the Customer by providing the Customer with the ability to download the Software from the FTP site specified in the License Terms. Providing the Software for download is considered as proper delivery and full acceptance. Installation, access, or use of the Software by the Customer shall also constitute acceptance.

2.12. Any breach of this Section 2 shall constitute a material breach of the Agreement and entitle the Licensor to terminate immediately under Section 11 (Termination).

1. **Payment and Taxes**

3.1. All fees specified in the License Terms shall are invoiced in US dollars (USD). All invoiced amounts are payable by the Customer within thirty (30) days from the invoice date.

3.2. The fees and other charges specified in the License Terms do not include federal, state, or local sales taxes, foreign withholdings, use taxes, property taxes, excise taxes, service taxes, value-added taxes, or similar taxes (“Taxes”) currently or subsequently imposed—all of which are borne by the Customer. The Licensor shall separately indicate on invoices any taxes not included in the price, and the Customer shall either pay the amount of such taxes (based on the current value of the Software) to the Licensor or provide documentation necessary to confirm exemption from such taxes.

3.3. If any withholding or deduction is required by applicable law, the Customer shall gross-up the payment such that the Licensor receives the full amount invoiced.

1. **Intellectual Property Rights**

4.1. **Ownership of Software.** The Customer acknowledges and agrees that all rights, title, and interest, including all intellectual property rights, in and to the Software, the Documentation, and any updates, modifications, enhancements, derivative works, or improvements thereof, whether developed by or for the Licensor, shall remain vested exclusively in the Licensor. The Software is licensed, not sold, under this Agreement.

4.2. **Ownership of Customer Data.** Nothing in this Agreement shall be construed as granting the Licensor any rights, title, or interest in any data, information, or content provided by the Customer, or in any other content or information entered into the Software or subsequently processed by the Customer using the Software (“Customer Data”). The Customer retains all rights, title, and interest in and to the Customer Data.

4.3. **Feedback.** If the Customer provides the Licensor with suggestions, comments, or other feedback regarding the Software (“**Feedback**”), the Licensor shall be free to use, disclose, reproduce, license, or otherwise exploit such Feedback without restriction or obligation of any kind. The Customer hereby irrevocably assigns to the Licensor all rights in such Feedback.

4.4. **Reservation of Rights.** Except for the limited license rights expressly granted to the Customer under this Agreement, no other rights or licenses, whether express, implied, by estoppel or otherwise, are granted by the Licensor. All rights not expressly granted are reserved by the Licensor.

4.5. **Protection of Rights.** The Licensor’s ownership and proprietary rights in the Software are protected by copyright and other intellectual property laws and treaties. The Customer agrees not to remove or alter any copyright, trademark, or proprietary rights notices contained in or on the Software.

4.6. **Survival.** The Licensor’s ownership of and rights in the Software, and the Customer’s obligations under this Section 3, shall survive termination or expiration of this Agreement.

1. **Confidential Information**

5.1. Each Party acknowledges that during the term of this Agreement, it may receive information or data about the other Party that is confidential (“**Confidential Information**”). Confidential Information includes, without limitation: (i) with respect to the Licensor, the Software (including its source code, object code, algorithms, logic, architecture, design, user interface, technical specifications, documentation, and pricing), and any related know-how, trade secrets, and business information; (ii) with respect to the Customer, Customer Data and other proprietary business information provided to the Licensor; and (iii) any other information designated in writing as confidential or which, by its nature, should reasonably be understood to be confidential.

5.2. The receiving Party shall: (i) use Confidential Information solely for the purpose of performing its obligations or exercising its rights under this Agreement; (ii) restrict disclosure of Confidential Information to only those of its employees, contractors, or professional advisers who have a strict need to know and who are bound by confidentiality obligations no less protective than those in this Agreement; and (iii) protect the Confidential Information with at least the same degree of care as it uses to protect its own confidential information, but in no event less than reasonable care.

5.3. Confidential information does not include information that the receiving Party can demonstrate by written records: (i) was independently developed by it without use of or reference to the disclosing Party’s Confidential information; (ii) was lawfully known to it prior to disclosure by the disclosing Party; (iii) was lawfully obtained from a third party not bound by a duty of confidentiality; or (iv) is or becomes publicly available through no breach of this Agreement.

5.4. If the receiving Party is required by law, regulation, or court order to disclose any Confidential Information, it shall (to the extent legally permissible) provide the disclosing Party with prompt written notice and cooperate in seeking a protective order or other appropriate remedy.

5.5. All confidential information remains the property of the disclosing Party. No rights, including but not limited to intellectual property rights, are granted or implied except as expressly set forth in this Agreement.

5.6. Upon termination of this Agreement or upon the disclosing Party’s written request, the receiving Party shall promptly return or destroy all Confidential Information in its possession or control, including all copies, and certify such destruction in writing, except that the receiving Party may retain copies solely as required to comply with legal or regulatory obligations or for routine archival backup, provided that such retained copies remain subject to the obligations of this Section.

5.7. The obligation in this Section shall survive termination or expiration of this Agreement and remain in effect for five (5) years thereafter, except with respect to trade secrets (including the Software’s source code, algorithms, and design), which shall be protected for so long as they remain trade secrets.

1. **Limited Warranty**

6.1. Except as expressly provided herein, the Software is provided “AS IS”. The Licensor warrants solely that, for a period of thirty (30) days from delivery, the Software, when properly installed and used on equipment meeting the specifications set forth in the Documentation, will be substantially free from defects that prevent initial operation. The Customer’s exclusive remedy for breach of this warranty shall be, at the Licensor’s sole option, repair or replacement of the Software, or provision of a re-download.

6.2. THE LICENSOR DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, OR ERROR-FREE OPERATION. THE LICENSOR DOES NOT WARRANT THAT THE SOFTWARE WILL MEET THE SPECIFIC REQUIREMENTS OR NEEDS OF THE CUSTOMER OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE.

6.3. The Licensor does not warrant that the Software will comply with any specific cybersecurity regulatory requirements. The Customer acknowledges and agrees that it is solely responsible for ensuring that the use of the Software complies with any and all local laws, regulations, industry standards, or certification requirements applicable in the jurisdiction(s) where the Software is deployed.

1. **Limitation of Liability**

7.1. To the maximum extent permitted by applicable law, the Licensor’s total aggregate liability for any and all claims, losses, or damages arising out of or in connection with this Agreement, whether in contract, tort (including negligence), or otherwise, shall not exceed the total license fees actually paid by the Customer to the Licensor for the Software during the twelve (12) months immediately preceding the event giving rise to the claim.

7.2. Under no circumstances shall the Licensor be liable for any indirect, incidental, consequential, punitive, exemplary, or special damages of any kind, including but not limited to loss of profits, loss of revenue, loss of anticipated savings, loss or corruption of data, loss of goodwill or reputation, or the cost of procuring substitute goods or services, even if the Licensor has been advised of the possibility of such damages.

7.3. The Licensor shall have no liability for (i) any claims or damages brought by or on behalf of the Customer’s employees, contractors, agents, or third parties; (ii) any use of the Software for operational, safety-critical, or mission-critical purposes, including but not limited to training, navigation, or control of unmanned vehicles; or (iii) the Customer’s failure to comply with local laws, regulations, or certification requirements.

7.4. Nothing in this Agreement shall limit or exclude the Licensor’s liability for death or personal injury caused by its gross negligence, fraud, or any other liability which cannot lawfully be limited or excluded.

7.5. The limitations set forth in this Section shall not apply to the Customer’s payment obligations or to the Customer’s breach of Sections 2, 3 and 4, for which the Licensor reserves all rights and remedies at law or in equity.

1. **Indemnification**

8.1. **Licensor Indemnity.** Subject to the terms of this Agreement, the Licensor shall defend, indemnify, and hold harmless the Customer from and against any third-party claim alleging that the Customer’s authorized use of the Software, as provided under this Agreement and within the Territory, infringes or misappropriates a valid patent, copyright, or trade secret, and shall pay any damages, costs, or reasonable expenses (including reasonable legal fees) finally awarded by a court of competent jurisdiction or agreed in settlement by the Licensor. The foregoing obligations are conditional upon the Customer: (i) promptly notifying the Licensor in writing of the claim; (ii) granting the Licensor sole control over the defense and settlement of the claim; and (iii) providing reasonable cooperation at the Licensor’s expense.

8.2. **Exclusions.** The Licensor shall have no obligation under Section 7.1 to the extent any claim arises out of or relates to:

(a) modifications to the Software not made or authorized by the Licensor;

(b) combination or use of the Software with equipment, software, or data not supplied or approved in writing by the Licensor;

(c) use of the Software in breach of this Agreement or in a manner not contemplated by the Documentation; or

(d) the Customer’s continued use of the Software after receiving notice of the alleged infringement and a request to discontinue use.

8.3. **Remedies.** If the Software becomes, or in the Licensor’s reasonable opinion is likely to become, the subject of a claim covered by Section 8.1, the Licensor may, at its option and expense:

(a) procure for the Customer the right to continue using the Software;

(b) replace or modify the Software so that it becomes non-infringing while retaining substantially equivalent functionality; or

(c) if options (a) and (b) are not reasonably available, terminate the affected license and refund the fees paid for such Software, less a reasonable amount for use prior to termination.

8.4. **Customer Indemnity.** The Customer shall defend, indemnify, and hold harmless the Licensor from and against any third-party claims, damages, or expenses (including reasonable legal fees) arising out of: (i) the Customer’s breach of this Agreement, including the license restrictions; (ii) use of the Software in violation of applicable laws, regulations, or industry standards; (iii) any data, content, or materials provided by the Customer for use with the Software; or (iv) claims brought by the Customer’s employees, contractors, or authorized users relating to their use of the Software.

8.5. **Sole Remedy.** This Section 7 states the Licensor’s entire liability and the Customer’s sole and exclusive remedy with respect to any claim of infringement or misappropriation of intellectual property rights.

8.6. **Survival.** The indemnities set forth in this Section shall survive termination or expiration of this Agreement.

1. **Force Majeure**

Neither Party shall be deemed to have breached the terms of this Agreement or be liable for any failure or delay in performing any of its obligations under this Agreement (except for the non-payment of any duly owed amounts) if such failure or delay is caused by circumstances or reasons beyond its reasonable control. In such circumstances, the affected Party shall be entitled to a reasonable extension of time to perform such obligations.

1. **Governing Law**

10.1. This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it shall be governed by and construed in accordance with the laws of the Dubai International Financial Centre (DIFC).

10.2. Any dispute, controversy, or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity, or termination, shall be referred to and finally resolved by arbitration under the DIFC-LCIA Arbitration Rules, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat of arbitration shall be the Dubai International Financial Centre (DIFC). The language of the arbitration shall be English.

1. **Term and Termination**

11.1. This Agreement takes effect from the Effective Date and remains in force until the expiration of the license Term, except for the sections which survive its termination.

11.2. The Customer may terminate this Agreement at any time by providing thirty (30) days’ written notice.

11.3. The Licensor may terminate this Agreement if:

(a) the Customer fails to pay any amount due under this Agreement by the due date and fails to remedy such non-payment within at least thirty (30) days after receiving written demand for payment of such amount;

(b) the Customer commits a material breach of the license terms set forth in Section 2 of this Agreement;

(c) the Customer’s financial position deteriorates to such an extent that the Licensor reasonably believes the Customer’s ability to pay amounts due under this Agreement is at risk.

11.4. Upon termination of this Agreement, the Customer shall immediately cease using the Software, return all Software (including all copies thereof in any form) to the Licensor, return all of the Licensor’s Confidential Information in tangible form to the Licensor, and destroy or erase all records, database entries, and any other information containing the Licensor’s Confidential Information.

1. **Waiver**

No failure or delay by either Party in exercising any of its rights or remedies under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of such or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

1. **Remedies**

Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and do not limit, any rights or remedies provided by law.

1. **Entire Agreement**

This Agreement, together with any documents attached to it as appendices or otherwise referenced in this Agreement, constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior agreements, representations, and understandings between the Parties relating to that subject matter.

1. **Amendments**

Any amendments to this Agreement shall be effective only if made in writing and signed by each Party (or their authorized representatives).

1. **Severability**

If any provision or part of a provision of this Agreement is or becomes invalid, illegal, or unenforceable, such provision or part thereof shall be deemed severed from this Agreement, but such severance shall not affect the validity, legality, or enforceability of the remaining provisions of this Agreement.

1. **Language**

This Agreement is made in the English language. An Arabic translation may be provided for convenience and to meet local requirements. In the event of any inconsistency between the English and Arabic versions, the English version shall prevail.