

**VBS®4 SOFTWARE
END USER LICENCE AGREEMENT
NOVEMBER 2025 VERSION**

1. PREAMBLE

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Unless amended by a separate written and validly executed agreement, this EULA is a legal agreement between the Licensee and:

- a) if the Licensee is located in the Americas (i.e., North and South America), BAE Systems OneArc USA, Inc.; or
- b) if the Licensee is located in Australia, New Zealand or Singapore, BAE Systems OneArc Australia Pty. Ltd.; or
- c) if the Licensee is located in the UK, BAE Systems OneArc UK Ltd.; or
- d) if the Licensee is located in Germany, BAE Systems OneArc Germany GmbH; or
- e) if the Licensee is located anywhere else in the world, BAE Systems OneArc Czechia k.s.,

and whichever of the above listed entities is relevant to the Licensee’s location, is referred to throughout this EULA as “OneArc” (references to which include OneArc’s Affiliates where appropriate).

2. DEFINITIONS

In this EULA the following terms shall have the meaning given to them below:

2.1 Definitions of Software Licence Types.

“**Builder Licence**” has the meaning given to it in clause 5.1(a).

“**Evaluation Licence**” has the meaning given to it in clause 5.1(b).

“**Perpetual Licence**” has the meaning given to it in clause 5.1(c).

“**Subscription Licence**” has the meaning given to it in clause 5.1(d).

2.2 General Definitions.

“**Affiliates**” means any parent or subsidiary entity of OneArc, or any entity owned by a parent or subsidiary entity of OneArc.

“**Authorised Agent**” means any third party that the Licensee appoints to sell, license, distribute, exploit or otherwise commercialize New Content or an Integrated Simulation System created by the Licensee.

“**Authorised Device**” means a desktop or laptop computer owned and controlled by, and located on the premises or facility of, the Licensee (or controlled by and located on the premises of a Customer where such Authorised Device forms part of an Integrated Simulation System).

“**Authorised User**” means the officers, employees or individual contractors (i.e., unincorporated, personal services providers) of the Licensee who use the Software in the course of their employment or engagement and with the permission of the Licensee. Authorised Users include Customers who are using licences of the Software as part of an Integrated Simulation System in accordance with this EULA.

“**OneArc Marks**” means all logos, trademarks, and trade and trading names whether registered or otherwise, and the appearance (trade dress) of the Software, from time to time used by OneArc or its Affiliates in relation to the Software or otherwise associated with OneArc and/or the Software.

“**OneArc Product**” means any software product, or plug-in software modules, which at any time is part of the suite of software products and related components developed and sold by OneArc (including, but not limited, to Mantle,

VBS3, VBS4, VBS Gateway, VBS IG Runtime, Blue IG Runtime, VBS IG SDK, VBS Radio, VBS Simulation SDK and VBS World Server).

"OneArc Product Mapping Data" means any terrain-related content provided through any OneArc Product (whether created by OneArc or its third-party licensors), including map and terrain data (including, but not limited to, vectors, imagery and 3D models).

"Controversial Weapons Treaties" means the Geneva Protocol, the Chemical Weapons Convention, the Convention on the Prohibition of the Use, Stockpiling, Production and Transfer of Anti-Personnel Mines and on Their Destruction, the Convention on Cluster Munitions, the Convention on Certain Conventional Weapons and any other analogous applicable treaties, conventions, or laws that prohibit the use of certain types of weapons, or which prohibit the use of certain types of weapons in a particular manner.

"Customer" means, as the context permits, a third party end user of:

- (a) New Content to whom the Licensee rents, sells, leases, provides, transfers, loans, sublicenses, assigns or distributes New Content; or
- (b) an Integrated Simulation System to whom the Licensee rents, sells, leases, provides, transfers, loans, sublicenses, assigns or distributes an Integrated Simulation System.

Where the Licensee is itself the end user of New Content or an Integrated Simulation System that it has created, references in this EULA to 'Customer' shall include the Licensee acting in its role as such an end user.

"Documentation" means any technical manuals, tutorial missions, videos, and user guides provided by OneArc to Licensee with respect to the Software, whether embedded in the Software or supplied separately, along with any applicable modifications and updates thereto.

"Evaluation Period" means the period commencing when the Licensee receives an Evaluation Licence of the Software and expiring after such period as is expressly authorised in writing by OneArc, at its sole discretion.

"Integrated Simulation System" means a simulation training system or device (such as, but not limited to, a simulator) created by the Licensee by integrating the Software with other software and/or hardware.

"Intellectual Property Rights" means any and all intellectual and industrial property rights subsisting in any part of the universe in any and all media (whether now known or created in the future) including, without limitation, rights in the nature of copyright, registered design or other design right, trademark, patent rights, circuit layout rights, trade secrets and any corresponding proprietary rights (whether registered or common law) under the laws of any jurisdiction.

"Licensee" means a person or entity that purchases a licence of the Software.

"Licensee's Marks" means all logos, trademarks, and trade and trading names whether registered or otherwise, from time to time used by the Licensee or otherwise associated with the Licensee.

"New Content" means all content capable of being used with the Software created by, or on behalf of, Licensee including, without limitation, new scenarios, 3D models (including but not limited avatar, weapon, building, vehicle, aircraft or ship 3D models), animations, sound effects, terrains and artificial intelligence behaviours.

"Sample Models" has the meaning given to it in clause 8(n) below.

"Software" has the meaning given to it in clause 3.1 below.

"Territory" means Australia, Austria, Belgium, Canada, Chile, Denmark, European Defence Agency, European Space Agency, Finland, France, Germany, Iceland, Ireland, Israel, Italy, Japan, Luxembourg, NATO, Netherlands, New Zealand, Norway, Oman, Poland, Portugal, Saudi Arabia, Singapore, Slovakia, Spain, Switzerland, Sweden, Taiwan, UAE, United Kingdom, the United Nations and the USA.

"Tools" means any scenario editor, object editor, or terrain editor provided by OneArc with the Software and any other tools or editors provided by or with the permission of OneArc with or for use with the Software (including but not limited to VBS Plan, Oxygen or VBS Geo).

3. SCOPE OF EULA

3.1 This EULA governs the installation, access and use of:

- (a) the VBS4 software product (including any part thereof);
- (b) all forms of content and data included by OneArc in the VBS4 software product, including but not

limited to all forms of terrain data (including but not limited to OneArc Product Mapping Data, global terrain datasets and procedural terrain data), sound files, AI behaviours, textures and 3D models and their source data (if any);

- (c) if provided, the HLA/DIS and CIGI Gateway computer software known as VBS Gateway;
- (d) if provided, the radio simulation computer software known as VBS Radio, VBS Radio Pro or VBS Radio Standalone;
- (e) any Tools provided by OneArc;
- (f) any additional modules licensed or otherwise provided by or on behalf of OneArc with or for use with the VBS4 software;
- (g) any patches, updates, add-on components and supplements to the VBS4 software or Internet-based services components of the VBS4 software which OneArc or its Affiliates may, but are not obliged to, provide to the Licensee or that OneArc or its Affiliates makes available to the Licensee after the date the Licensee obtains the initial copy of the VBS4 software;
- (h) all printed or electronic materials provided by OneArc in relation to the foregoing, including but not limited to the Documentation; and
- (i) any media on which any of the foregoing are delivered or provided.

The items listed in items (a) - (i) above shall collectively be referred to as the “**Software**”.

4. CONDITIONAL RIGHT TO INSTALL AND USE THE SOFTWARE

- 4.1 The Software is licensed for use only in its compiled form by Authorised Users and on the strict condition that each Authorised User accepts all of the terms and conditions contained in this EULA on behalf of the Licensee and complies with them. By installing, accessing or using the Software, or by otherwise accepting this EULA, you represent that you are an Authorised User and irrevocably agree to be bound by the terms of this EULA.
- 4.2 You may not install, launch, access or use the Software unless you have reviewed the terms of this EULA and have accepted it by registering your acceptance using the procedure provided by the Software. By registering your acceptance of this EULA, you acknowledge that you have read this EULA, understand it and agree to be bound by its terms and conditions. If you do not agree to all of the terms and conditions of this EULA, you must cancel the installation, downloading or launching of the Software and you must not thereafter use or access the Software unless and until you accept this EULA.
- 4.3 The Licensee must ensure that:
 - (a) **only Authorised Users** are allowed to install, access and use the Software;
 - (b) the Software is installed and used **only on Authorised Devices**; and
 - (c) all Authorised Users are provided with a copy of, register their acceptance and **comply with this EULA**.

Failure to do any of the above is a breach of this EULA resulting in automatic termination of the Licensee’s right to use the Software in accordance with clause 16.2(a) below.

- 4.4 The Licensee shall be responsible for any breach of this EULA by its Authorised Users and Authorised Agents.
- 4.5 The grant of rights set out in this EULA in respect of the Software is conditional upon and does not take effect until the Licensee has made payment in full in cleared funds for the Software and any support services purchased together with Software.
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5. GRANT OF LICENCE

5.1 Subject to the Licensee's agreement to comply with this EULA in full, OneArc grants to the Licensee:

- (a) in the case of Builder Licences (referred to in this EULA as a "**Builder Licence**"), which are licences of the Software supplied to the Licensee as part of OneArc's SDK software package, a limited, personal, non-exclusive, non-sublicensable, non-transferable, time-limited licence to install, access, and use the Software only as expressly permitted in this EULA for so long as its subscription is active, solely for the purposes of:

- (i) developing and testing New Content;

- (ii) developing and testing plug-ins created using OneArc's SDK software;

- (iii) all of the foregoing for Licensee's internal use in developing, testing, demonstrating, and configuring an Integrated Simulation System,

and for no other purpose, including, but not limited to, using the Software for any training, experimentation, or commercial purpose (whether as part of an Integrated Simulation System or otherwise). For the avoidance of doubt, Licensees who are governmental entities or otherwise enterprise licence customers of OneArc are not permitted to deploy or otherwise use Builder Licences of the Software for any purpose other than those set out in clause 5.1(a)(i), (ii), and (iii) until and unless the Licensee concludes an agreement in writing with OneArc as to the terms on which it may do so.

Where a Licensee has acquired a Builder Licence, the provisions of this sub-clause prevail over all other provisions of this EULA to the contrary in respect of that Builder Licence.;

- (b) in the case of Evaluation Licences (referred to in this EULA as an "**Evaluation Licence**") a limited, personal, non-exclusive, non-sublicensable, non-transferable, time-limited licence during the Evaluation Period only to install, access, and use the Software only as expressly permitted in this EULA solely for the purpose of evaluating whether to purchase a licence of the relevant Software and for no other purpose. Where a Licensee has acquired an Evaluation Licence for the Software, the provisions of this clause prevail over all other provisions of this EULA to the contrary in respect of that Evaluation Licence.;
- (c) in the case of Perpetual Licences (referred to in this EULA as a "**Perpetual Licence**") a limited, personal, non-exclusive, non-sublicensable, non-transferable, perpetual licence to install, access, and use the Software only as expressly permitted in this EULA. Where a Licensee has acquired a Perpetual Licence for the Software, the provisions of this clause prevail over all other provisions of this EULA to the contrary in respect of the Perpetual Licence. For the avoidance of doubt, Perpetual Licences may be integrated into Integrated Simulation Systems that are owned or controlled by the Licensee.;
- (d) in the case of Subscription Licences (referred to in this EULA as a "**Subscription Licence**") a limited, personal, non-exclusive, non-sublicensable, non-transferable, time-limited licence to install, access, and use the Software only as expressly permitted in this EULA for so long as its subscription is active. Where a Licensee has acquired a Subscription Licence, the provisions of this sub-clause prevail over all other provisions of this EULA to the contrary in respect of that Subscription Licence. For the avoidance of doubt, Subscription Licences may be integrated into Integrated Simulation Systems that are owned or controlled by the Licensee.

5.2 For Builder Licences and Subscription Licences, the licence to install, access, and use the Software continues only for as long as the Licensee has in place an active, fully paid, subscription to use the Software. Each Licensee is responsible for the renewal of its subscription. OneArc is not obligated to send Licensees any notification of the upcoming expiration of its existing subscription. Failure by a Licensee to renew its subscription will result in its access to the Software being terminated on the expiry date of its then-current subscription. OneArc reserves the right to charge a reactivation fee, in addition to the cost of a subscription renewal, should a Licensee choose to re-activate its subscription after it has expired.

6. USE OF SOFTWARE LICENCES IN INTEGRATED SIMULATION SYSTEMS

6.1 Subject to the Licensee's agreement to comply with this EULA in full, the grant of rights to the Licensee in respect of Perpetual Licences and Subscription Licences also includes the right to:

- (a) develop, test, demonstrate, support, and integrate licences of the Software for use within an Integrated Simulation System; and
 - (b) rent, sell, lease, provide, transfer, loan, sublicense, assign, or distribute the Integrated Simulation System, only to Customers located within the Territory and on the terms and conditions of, and subject to, the relevant terms of this EULA.
- 6.2 Licensees shall not distribute Perpetual Licences or Subscription Licences separately from the Integrated Simulation System. The Licensee may distribute the Integrated Simulation System to Customers only where it has purchased an appropriate number of Perpetual Licences or Subscription Licences for inclusion in each Integrated Simulation System to be provided to the Customer.
- 6.3 The Licensee may maintain Customers' existing Integrated Simulation System(s) provided such maintenance does not update or modify the Software that is integrated into the Integrated Simulation System beyond the latest version of the Software that the Customer is entitled to use for those licences that are embedded within the Integrated Simulation System in question.
- 6.4 If the Licensee or an Authorised Agent wishes to rent, sell, lease, provide, transfer, loan, sublicense, assign, or distribute the Integrated Simulation System outside the Territory, the Licensee may request approval from OneArc to do so, which OneArc may give or withhold in its absolute discretion. Any such request may be subject to an administration fee for processing.
- 6.5 The Licensee must ensure that:
 - (a) all Authorised Agents and Customers are aware that a condition of using the Integrated Simulation System is that the Customer enters into this EULA as a valid and binding licence agreement with OneArc governing use by the Customer and its Authorised Users of the licences of the Software as part of the Integrated Simulation System. The Licensee or Authorised Agent shall do this by including this EULA in full as part of the Licensee's or Authorised Agent's contractual documentation with the Customer for the Integrated Simulation System; and
 - (b) the Integrated Simulation System is configured so that the Customer is required to review and indicate acceptance of this EULA for the licences of the Software upon installation and/or first use of the Integrated Simulation System.
- 6.6 OneArc reserves the right to refuse to provide the Licensee with licences of the Software for integration into an Integrated Simulation System where, without limitation, the Licensee fails to provide information which OneArc, in its sole discretion, considers adequate as to either (a) the planned use case for an Integrated Simulation System, or (b) about the Customer that will use the relevant Integrated Simulation System. Subject to military classification rules or designations, the Licensee undertakes to answer diligently and comprehensively any reasonable questions that OneArc may have in connection with the planned use of the Integrated Simulation System and/or the Customer. Supply to the Licensee of licences of the Software for integration into an Integrated Simulation System is also subject to the Licensee successfully completing any approval process of OneArc or any of its Affiliates.
- 6.7 The Licensee hereby warrants, represents, covenants, undertakes, and agrees that:
 - (a) the Integrated Simulation System it develops is and will be wholly original to the Licensee and does not and will not contain, and is not based on or derived from, material or information that is proprietary to a third party, save for (i) any items provided by OneArc, and (ii) such third party items that have been procured by the Licensee for use in the Integrated Simulation System under a valid licence agreement or contract for sale which the Licensee is in full compliance with;
 - (b) there are no claims or proceedings issued, pending, or threatened in respect of the Integrated Simulation System or any of the rights, including any Intellectual Property Rights, in or to the Integrated Simulation System;
 - (c) the Integrated Simulation System does not and will not violate any applicable laws or regulations;

- (d) the Integrated Simulation System shall be safe, suitable for its intended purpose and free from defects in materials and workmanship under normal use;
- (e) it shall perform or cause to be performed, prior to the installation or distribution of the Integrated Simulation System in the marketplace, all necessary tests to confirm the safety and reliability thereof;
- (f) the Integrated Simulation System and the use of it will not violate the rights (including, but not limited to, Intellectual Property Rights) of any third party;
- (g) it has in place (i) a valid public liability insurance policy, and (ii) a valid professional indemnity and product liability insurance policy, in each case of the foregoing (i) and (ii), for an amount of not less than US\$5 Million (or its approximate equivalent in another major currency);
- (h) it shall maintain the insurances required by Clause 6.7(g) for the duration of this EULA and any obligations that survive the expiry of termination of this EULA;
- (i) it shall, on request, produce evidence of the insurances required by Clause 6.7(g) satisfactory to OneArc; and
- (j) it shall immediately notify OneArc if the Licensee becomes aware or reasonably believes that, in relation to any policy of insurance required by Clause 6.7(g) that the policy (i) is or will be cancelled; or (ii) has not been or will not be renewed; or (iii) has had or will have its coverage reduced in any material respect; or (iv) there has been non-compliance with any conditions to which the policy is subject.

7. LIMITATIONS ON INSTALLING THE SOFTWARE ON ADDITIONAL DEVICES

- 7.1 Each licence of the Software is issued for use on a single Authorised Device and may only be used on the Authorised Device on which it is initially installed. The Licensee may install the Software on an Authorised Device other than the one on which it was initially installed on only where the Licensee (a) requests OneArc's prior consent to change the Authorised Device on which the Software is installed on, and (b) OneArc issues (in its sole discretion) its written consent to such request, such consent not to be unreasonably withheld.
- 7.2 As a general principle, licences are issued for use on a single PC. OneArc will only issue non-node-locked, portable licences of the Software (i.e., encryption key on a dongle or network license) where the Licensee provides a legitimate reason for a dongle or network licence that OneArc in its sole discretion considers valid (by way of example only, in environments where Authorised Devices are frequently reimaged, or for use in secure environments where software licensing is impractical).
- 7.3 Each licence of the Software may be used by only one Authorised User at a time.

8. LICENCE RESTRICTIONS AND OBLIGATIONS

The Licensee must comply with, and ensure compliance by its Authorised Users with, the following restrictions and obligations with respect to the Software, each of which is a condition to the licence granted in this EULA, and the breach of any of the conditions will result in the automatic termination of the Licensee's rights to use the Software in accordance with clause 16.2(a) below:

- (a) Copies of the Software may be made available to and used solely by Authorised Users and only in accordance with the terms and conditions of this EULA. The Software may not be used except as expressly provided in this EULA.
- (b) Except in the circumstances expressly permitted in sub-clause (c) below, no form of (i) virtualization of the Software, or use of the Software in a virtualized environment, which allows applications to run on a single physical machine or server (including, but not limited to, a VMWare virtual machine or worker, a Docker container, or any remote desktop environment); or (ii) cloud deployment of the Software, on a public or government cloud, is permitted without OneArc's prior written consent. Requests for consent to vary this restriction should be communicated in writing to OneArc's business development representative or OneArc's Legal department, OneArc reserves the right to withhold such consent in its sole discretion.
- (c) The Software may be installed and run in a virtualized environment which allows applications to run on a single physical machine or server (including, but not limited to, a VMWare virtual machine or worker,

a Docker container, or any remote desktop environment), PROVIDED THAT the physical machine or server used is an Authorised Device owned and controlled by, and located on the premises or facility of, the Licensee and is used to provide access to and use of the Software only by Authorised Users of the Licensee who are located on the same premises or facility as the physical machine or server.

- (d) Except as allowed by this sub-clause 8(d), the Software (including, but not limited to, all or any part of the Software source code) shall not be decompiled, modified, reverse engineered, or disassembled, and shall not be communicated to the public or made available on the Internet or over any other network. Without limiting the foregoing, Authorised Users are expressly prohibited from unpacking, decrypting, or otherwise opening content files contained in the Software (including, but not limited to, files with the .zbo or .ebo file extension) and from accessing or attempting to access the Software source code. The sole exception is that the Licensee may unpack files with the .pbo file extension using the Tools provided that the Licensee acknowledges and agrees that: (i) neither it nor any Authorised User shall acquire or claim any Intellectual Property Rights or other form of rights in and to any file with a .pbo file extension which has been created by OneArc, its Affiliates, or its third party licensors; and (ii) it shall ensure that neither it nor any Authorised User shall infringe upon the Intellectual Property Rights of OneArc, its Affiliates, its third party licensors, or any third parties as a result of unpacking, accessing or using files with the .pbo file extension. Licensee is solely liable for and agrees to indemnify OneArc, its Affiliates, and licensors with respect to any claims relating to Licensee or its Authorised Users unpacking, accessing, or using files with the .pbo file extension.
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- (f) The Software may not be installed on any device that is not an Authorised Device.
- (g) Except in respect of Perpetual Licences or Subscription Licences that form part of an Integrated Simulation System, the Software (including any physical copy thereof) shall not be rented, sold, leased, provided, transferred, loaned, sublicensed, assigned, or distributed to any third party (including, but not limited to, other companies, academic organizations, defence forces, agencies, or personnel outside the Licensee) without prior written permission from OneArc, which OneArc may give or withhold in its absolute discretion.
- (h) The Software shall be accessed and used solely and exclusively with the applicable hardware digital rights management device (dongle), software licence key, software digital rights management system, other licence management, encryption, or anti-theft security measure that accompanies it (collectively, the **"Licence Management and Security Measures"**), and the Licensee shall not attempt to disable or circumvent the Licence Management and Security Measures or to install or use the Software on a device that is not compatible with the Licence Management and Security Measures. Each dongle or other Licence Management and Security Measure shall be used to give access to only one Authorised User on one Authorised Device at one time. OneArc reserves the right to time-limit, update, or replace the Licence Management and Security Measures from time to time. Unless OneArc provides prior written authorisation otherwise, all units of an Integrated Simulation System that the Licensee distributes shall be configured to allow the Licence Management and Security Measures to operate fully and correctly. The Licensee shall not circumvent, nor permit or assist Customers to circumvent, the Licence Management and Security Measures. At all times, OneArc reserves the right to ask the Licensee to cooperate in updating the Licence Management and Security Measures as requested by OneArc, and the Licensee shall provide such cooperation.
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- (n) The Licensee may not distribute the Tools or use them except as expressly permitted in this EULA.
- (o) If any sample 3D models are provided in the Tools, the Licensee may use such sample 3D models ("**Sample Models**") in any way, *provided that*: (i) neither Licensee nor any Authorised User shall acquire or claim any Intellectual Property Rights, trade dress or trademark or other form of rights in and/or to the Sample Models or any works created from, using or otherwise derivative of the Sample Models; (ii) Licensee is solely liable for and agrees to indemnify OneArc, its Affiliates, and licensors with respect to any claims relating to any works created from, using, or otherwise derivative of the Sample Models which it creates or distributes; (iii) no warranties or assurances are given by OneArc as to the suitability of the Sample Models for any development; (iv) Licensee shall use reasonable endeavours to identify to third parties that any works created from, using, or otherwise derivative of the Sample Models which it creates or distributes are based on and/or derived from the relevant Sample Model(s) which are proprietary to OneArc.
- (p) The Licensee may not use the Software to: (i) test, use, or analyse any aspect of the Software to compare, develop, or promote a product which competes with the Software; or (ii) develop marketing/promotional material for a product which competes with the Software.
- (q) The Licensee may not, and may not attempt to, obtain, use, or activate any add-on and/or experimental feature for the Software that it is not expressly contractually entitled to use.
- (r) The Licensee must comply with all laws, regulations, codes, and guidelines applicable to the sale of New Content and Integrated Simulation Systems; and to the promotion, advertising, marketing, and procurement of sales of the New Content and Integrated Simulation Systems, including, but not limited to, the U.S. Foreign Corrupt Practices Act, the UK Bribery Act 2010, and all anti-corruption and/or anti-bribery laws and regulations now or from time in force in any jurisdiction which may be applicable.
- (s) The Licensee shall ensure that all of its Authorised Agents and Authorised Users, comply with all relevant terms of this EULA.
- (t) The Licensee may not use the Software to facilitate the use of any weapons prohibited by any of the Controversial Weapons Treaties, in any manner prohibited by any of the Controversial Weapons Treaties, including, but not limited to, anti-personnel mines, biological weapons, chemical weapons, cluster munitions, or incendiary weapons (in each case, to the extent not in conflict with U.S. law or policy).

The restrictions and obligations set out in this clause 8 shall survive termination of this EULA for whatever reason.

9. SUPPORT SERVICES

If the Licensee has purchased Software support services from OneArc, such support services shall only be provided in respect of the Software. OneArc shall have no responsibility for providing support to any Licensee or Customer in connection with its use of New Content or in respect of an Integrated Simulation System.

10. DAMAGED AND LOST LICENCES

If a licence to the Software is damaged, becomes unusable, or is lost, then OneArc shall take such steps (if any) as OneArc, in its sole discretion, deems reasonable, which may include provision of a new licence to the Licensee. OneArc reserves the right to charge a reasonable fee and/or to require the Licensee to execute documentation

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11. MARKETING

- 11.1 OneArc hereby grants to Licensee a non-exclusive, non-transferable, worldwide licence to use the OneArc Marks solely in connection with the sale, promotion, and advertisement its use of the Software or of the New Content and Integrated Simulation Systems subject to any reasonable usage conditions requested at any time by OneArc.
- 11.2 Notwithstanding clause 11.1 above, OneArc reserves the right to require the Licensee to refrain from using the OneArc Marks, or otherwise associating OneArc and its Affiliates with the Licensee.

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- 12.2 The Licensee must not use the Software or any OneArc Mark in any manner not expressly authorized by this EULA. The Licensee must not claim ownership of any of the Software or the OneArc Marks either verbally or in writing and must not take any action inconsistent with OneArc's rights in respect of the Software and the OneArc Marks. All goodwill arising from the use of the OneArc Marks by the Licensee shall enure to the benefit of OneArc.
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