

## General Terms and Conditions for the Procurement of licenses for standard software by Beyond Gravity companies (GTC-P Licenses)

### 1. Scope and validity

- 1.1 These GTC-P Licenses provide for the conclusion, content and performance of license contracts of Beyond Gravity for the procurement of standard software.
- 1.2 These GTC-P Licenses shall be considered accepted if Licensor submits an offer to Beyond Gravity or confirms an order of Beyond Gravity. Execution of an order, provision of an invoice or acceptance of a prepayment is considered as acceptance of the order. General Terms and Conditions of Supplier are explicitly excluded. This also applies to subsequent orders by Beyond Gravity and also if "accept" or the like has to be selected to enable software installations.

### 2. Offer and Order

- 2.1 The offer is free of charge unless specified otherwise in the request for proposal.
- 2.2 The offer is binding during the period mentioned in the request for proposal or in the offer. If there is no respective information, Licensor is bound for 4 months from the period of the offer.
- 2.3 If the offer deviates from the request for proposal, Licensor shall explicitly point this out.
- 2.4 Orders are only binding if they are placed in writing. Electronic orders are binding if this is customary in the sector, foreseen in a written agreement between the parties or in the case of qualified electronic signatures, which are on par with handwritten signatures by applicable law. This is valid mutatis mutandis, wherever these GTC-P Licenses require written form.

### 3. Execution

- 3.1 Licensor shall supply the standard software to Beyond Gravity online or on data carrier in the agreed language and number.
- 3.2 Licensor shall inform Beyond Gravity at once about all circumstances, which might jeopardize, facilitate or cheapen the contractual performance and shall obtain all required specifications. This also includes the change of sublicensors and subcontractors.
- 3.3 If for the execution Beyond Gravity premises have to be entered, Licensor shall comply with Beyond Gravity's company regulations, in particular with the safety regulations and house rules, which he will be handed upon request.

### 4. Rights of use

- 4.1 Within the contractual purpose Beyond Gravity is given a temporally, spatially and factually unlimited, non-exclusive, transferrable right to use the standard software within the purpose of the contract. Licensor undertakes to base no rights on the intellectual property rights of this software, which could be opposed to the foreseen rights of use and distribution regarding the subject matter of contract.

In particular this right includes the use of the standard software on the hardware specified in the contractual document and its successor systems. For a changed operating system or higher performance class the modification and extension of the right of use requires the approval of Licensor. He may only deny the approval for important reasons. The changes and extensions of the rights of use are calculated according to the original cost rate.

- 4.2 For data back-up and storage purposes Beyond Gravity may make copies of the standard software. In case of a failure of the contractually specified hardware it is entitled to use the standard software on a replacement hardware without any additional compensation.
- 4.3 For the rest the intellectual property rights (copyrights, patent rights etc.) shall remain with Licensor or third parties. As far as third parties are entitled to rights, Licensor guarantees that he disposes of the respective rights of use, disposal and sale.
- 4.4 Both parties are entitled to use and dispose of ideas, procedures and methods which are not protected by law, but without being under the obligation to disclose them.

### 5. Documentation

- 5.1 Licensor shall supply to Beyond Gravity, together with the software, a complete, reproducible documentation for the installation and operation of the software (in electronic or paper form) in the languages and number agreed upon in the contractual document.
- 5.2 Beyond Gravity may copy and use the documentation as specified in the contract. In particular, Beyond Gravity may give the end-user the documentation intended for him.
- 5.3 Licensor shall promptly update the documentation as far as necessary.

### 6. Scope of maintenance services

- 6.1 Maintenance includes troubleshooting, the correction of program errors as well as the adjustment and enhancement of the standard software. Unless otherwise provided for in the contractual document, new functionalities and the respective rights of use are included in the remuneration for the maintenance of the software. Licensor provides his maintenance services according to the standby-, reaction- and troubleshooting times agreed upon in the contractual document.
- 6.2 Upon request Licensor shall help to diagnose the cause of a fault resulting from the interaction of several systems or components. If the Licensor can show that the fault was not caused by the software for the maintenance of which he is responsible, Beyond Gravity shall be billed separately for this service.
- 6.3 Upon Beyond Gravity's request and against separate remuneration:
  - Licensor shall also provide his services outside the maintenance standby time;
  - maintenance also includes the necessary adjustment of the standard software on operating-, data base- and carrier systems changed by Beyond Gravity;
  - Licensor also eliminates errors caused by circumstances, for which Beyond Gravity or third parties are responsible.
- 6.4 Licensor informs Beyond Gravity on a regular basis about the enhancement of the standard software which may be of interest for maintenance. In particular he calls Beyond Gravity's attention to the consequences of the enhanced standard software for the hardware. The delivery or installation of enhanced standard software may only take place with Beyond Gravity's approval.

### 7. Distribution of the product

In the event that Beyond Gravity intends to forward the standard software as part of its services, it also has the right for distribution. In particular this includes the right for sublicensing to the end user and, if agreed in the contractual document, the right to conclude license contracts with the end user as an intermediary agent for the Licensor, so that the end user has the non-transferrable and non-exclusive right to the full or partial utilization of the standard software. The right for distribution also includes the right to lease the standard software and to provide services in connection with the standard software.

### 8. Remuneration

- 8.1 Remuneration shall be in the form of a one-time payment or a recurring fee. Maintenance and support services may be charged according to expenditure. In this case Licensor shall disclose the cost types and cost rates in his offer.
- 8.2 The remuneration compensates for all performances required for the proper performance of the contract. In particular it covers installation-, test- and documentation costs for a possible initial instruction, the expenses (particularly for subsistence, travel and accommodation) the license fees, possible agreed maintenance and support services, transport packaging costs as well as public charges such as taxes and customs duties.
- 8.3 The use of the standard software during the test period is free of charge.

## 9. Terms of payment

- 9.1 Unless otherwise agreed, the payments become due upon acceptance. Beyond Gravity pays invoices made out after the due date within 90 calendar days of receipt of the invoice. If payment is made within 30 days, a 2% discount shall be deducted from the invoice, if payment is made within 60 days, a 1% discount shall be deducted. The time of the transfer is decisive.
- 9.2 Beyond Gravity reserves the right to return incorrect, unverifiable invoices for correction. The term of payment starts anew with corrected invoicing.
- 9.3 Business Email Compromise: It is the Licensor's responsibility to protect against "phishing" or email hacking. He is liable for all damage caused by the fact that his e-mail account was hacked and payments from Beyond Gravity are sent or forwarded to third parties due to fraudulent intrusions.
- 9.4 If partial payments (downpayments and instalments) are agreed upon, Beyond Gravity may request securities from Licensor at his expense.

## 10. Changes to contractual specifications

- 10.1 Licensor shall inform Beyond Gravity about all developments, which for technical or economic reasons invite for specifications to be modified.
- 10.2 The parties may request changes to the agreed contractual specifications in writing at any time. If Beyond Gravity should want a change, Licensor shall inform in writing within 20 calendar days, whether a change is possible and what consequences it will have for the performance to be provided and for the remuneration including deadlines. Beyond Gravity decides within the same period whether the change is to be realized. If Licensor should want a change, Beyond Gravity shall approve or refuse the substantiated application within the same period.
- 10.3 Prior to their realization the change of contractual specifications and possible adjustments of remuneration, deadlines and other points of the contract are laid down in a written amendment to the contract. The adjustment of the remuneration is calculated according to the rates of the original cost basis.

## 11. Delivery times and default

- 11.1 If the parties have agreed upon an exact deadline for performance, Licensor, in case he does not meet the deadlines so fixed, comes into default without further ado; in the other cases after reminder by Beyond Gravity and granting of a reasonable respite.
- 11.2 Without the written approval of Beyond Gravity neither part deliveries nor advance deliveries are permitted.
- 11.3 Beyond Gravity shall be notified immediately in writing of each emerging default of Licensor.
- 11.4 If Beyond Gravity does not meet its obligations in a timely manner, the Licensor must report this in writing. In this case, the parties shall endeavor to catch up on arrears. Insofar as this is not possible, missed deadlines for which Beyond Gravity is responsible will lead to a corresponding postponement of the dates affected.
- 11.5 **If Licensor comes into default, he owes an amount of 1% of the entire remuneration per day of delay with a maximum of 10% of the total remuneration. In case of recurring remuneration Licensor owes an amount of 10% of an annual remuneration with a maximum of an annual remuneration. The payment is also owed if the services are accepted without reservation. This payment does not relieve Licensor from the other contractual obligations; however, it is credited against the compensation for damages to be paid. Personal negligence of Beyond Gravity and Force Majeure remain reserved.**

## 12. Place of performance

- 12.1 Unless otherwise agreed, the premises of Beyond Gravity are the place of performance. Title and risk are transferred to Beyond Gravity at the place of performance.

## 13. Test period and acceptance

- 13.1 Beyond Gravity tests the standard software during the agreed test period, which lasts at least 30 days. In case of installation by Licensor the test period begins after completed installation.
- 13.2 If during the test period or during the acceptance inspection major defects are detected, acceptance is postponed. Licensor remedies detected defects immediately and notifies Beyond Gravity of a new acceptance date.
- 13.3 If during the acceptance inspection minor defects are detected, acceptance takes place anyway with the completion of the acceptance inspection. Licensor immediately rectifies detected defects.
- 13.4 If Beyond Gravity does not request an acceptance inspection, the standard software is considered accepted with the successful start of the productive operation.
- 13.5 The delivery of an inspection report with complaints is considered a notification of defects.

## 14. Warranty

- 14.1 Licensor as specialist and in awareness of its purpose warrants that the standard software shows the agreed material and legal properties and is suitable for the specified use. Licensor expressly warrants that he is entitled to deliver and/or provide to Beyond Gravity the standard software and the services, and that no legally effective third-party rights are opposed to the use of the standard software.
- 14.2 Defects are to be notified within 45 calendar days after their detection. Unless otherwise agreed in the contractual document, the warranty rights lapse within 180 days after successful putting into operation of the standard software or acceptance, unless Licensor knew or should have known about the defect. Maliciously concealed defects can be asserted during a period of ten years after acceptance. If the standard software is defective, Beyond Gravity can request rectification. Licensor rectifies the defect within the specified period and bears all resulting costs.
- 14.3 If Licensor has not provided any requested rectification or not provided it successfully, Beyond Gravity can claim damages and:
- can deduce an amount corresponding to the reduced value from the remuneration; or
  - withdraw from the contract in whole or in part, but only in case of major defects; or
  - demand the necessary documents (particularly the source code) – as far as no legal or contractual provisions are opposed to this – and perform the respective measures at Licensor's risk and expense or have them performed by a third party, but only in case of major defects.
- 14.4 Support services by Licensor during the warranty period are considered rectifications of defects unless Licensor can prove otherwise.

## 15. Investment protection

- 15.1 Licensor warrants to Beyond Gravity for at least 6 years after expiry of the warranty period the compatibility of the standard software with Licensor's developments.
- 15.2 Upon Beyond Gravity's request Licensor maintains and supports the standard software for at least 6 years after expiry of the warranty period according to the applicable General Terms and Conditions of Beyond Gravity. After expiry of the warranty period the support services of Licensor are provided against payment and at competitive conditions.
- 15.3 If Licensor (due to garnishment, impending bankruptcy, composition procedures or other reasons) can no longer provide his services or have them provided by third parties at the same conditions or offer an economically equivalent alternative, Beyond Gravity can provide the services itself or have them provided by third parties. In this case Beyond Gravity is entitled, without further ado, to access the source code and use it, as far as this is required for the maintenance and support of the standard software.
- 15.4 To protect the obligations to hand-out based on warranty or software maintenance and support, Beyond Gravity may request at any time that at Licensor's expense the source code is deposited with a trustworthy company or third parties or protected by technical measures, deposited

on a system designated by Beyond Gravity and kept up to date. This provision does release Licensor from his obligation to provide the services.

## 16. Proof of Insurance

16.1 Upon Beyond Gravity's request, the Licensor shall prove, by means of an insurance certificate, that it has taken out, at its own expense, a commercial general liability insurance (CGL) for the plant, operational and product risks covering at least all the legal obligations up to twice the amount of the entire order/remuneration, but not less than CHF 10 million per event. Products that are used/used in the aerospace sector or are generally considered as such must be specially declared to the CGL-insurer with regard to the product risk or specifically insured via Aviation Products Liability Insurance, as these risks are not covered by the standard CGL.

## 17. Force Majeure

17.1 Parties shall not be held responsible for failure to perform or delay in performing any of their contractual obligations if such failure or delay is due to unforeseeable events or beyond its reasonable control, whether arising from natural causes such as earthquakes, volcanic eruptions, hurricanes, tornados, blizzards, floodings or human agency ("Force Majeure"), including but not limited to acts of God, riots, armed conflicts, war, terrorism, insurrection, UFO attacks, epidemics, lockdowns, sabotage, labor disputes, strikes, lock-outs, shortages of labor, interruption or delays in transportation, airspace or sea route closures, international border closures, fire, explosion, equipment or machinery break-down, acts, orders or priorities of any aviation authority or government (e.g. non-issuance of an export license or non-approval of service deliveries as well as the withdrawal of such an export authorization), and embargo. Beyond Gravity may suspend its contractual obligations including any pending orders or obligation to receive the performance if the Force Majeure as described above causes reduced demand or affects reasonable usage or handling.

17.2 The party affected by the Force Majeure shall notify in writing the other party within two weeks following the occurrence of any event of Force Majeure citing this clause in said notice and shall provide all relevant information on the impact of the event on the contractual obligations.

17.3 Unless mutually agreed to in writing, the party temporarily prevented from performing is excused from performance while the incident of Force Majeure is occurring and obligated to perform once the incident ends. In this case, it does not owe any compensation.

17.4 In case the duration of Force Majeure exceeds six months, the parties will have the right to terminate this contractual relationship immediately. Contractual obligations performed shall be remunerated. Remuneration already paid will be refunded less the accrued costs and expenses incurred for the contractual obligations performed up to that point.

## 18. Export regulations and authorizations

18.1 The Licensor keeps informed at all times about national and international export regulations (e.g., ITAR) and notifies Beyond Gravity immediately in writing if contractual services are subject to these provisions in whole or in part. This obligation applies beyond the duration of the contract.

18.2 Unless expressly otherwise agreed in writing, Licensor takes all measures required to obtain further official authorizations or licenses required for the provision of the services. Where Beyond Gravity has to apply for such authorizations or licenses, Licensor provides Beyond Gravity with appropriate support, particularly for the procurement of needed information and data.

18.3 Where applicable, Licensor shall provide, no later than at the time of acceptance of the contract, the following minimum information:

- The customs tariff numbers of the country of consignment, and the countries of origin for all goods.
- For controlled goods, the relevant national export control numbers must be indicated and, if the goods and/or services are subject to U.S. export regulations, the U.S. Export Control Classification Numbers (ECCN) or classification numbers of the International Traffic in Arms Regulations (ITAR) must be specified.
- Proofs of preferential origin as well as conformity declarations and marks of the country of consignment or destination are to be submitted without being requested, non-preferential certificates of origin upon request.

## 19. Infringement of intellectual property rights

19.1 The licensor shall contest at its own cost and risk any third-party claims arising from infringement of intellectual property rights. If a third party initiates a lawsuit against Licensor, he shall inform Beyond Gravity immediately in writing. If the third party raises direct claims against Beyond Gravity, Licensor shall participate, upon Beyond Gravity's first request, in the lawsuit according to the possibilities of the respective legal procedure. Licensor undertakes to bear all costs (including damages) accruing to Beyond Gravity from the lawsuit and its possible settlement out of court. In case of a settlement out of court Licensor shall only assume the payment to the third party if he has previously agreed to it.

19.2 If due to raised claims from intellectual property rights it is made impossible for Beyond Gravity to use the contractually owed services in whole or in part, Licensor has to either change his performance in such a way that they not infringe on third party rights and still correspond to the contractually owed performance or obtain at his expense a license from the third party. If Licensor does not realize one of these possibilities in due course, Beyond Gravity may rescind the contract at once and ask Licensor to return the respective services against full refund and indemnification.

## 20. Confidentiality

20.1 Both parties shall treat in strict confidence all information, which is neither generally known nor generally accessible, and shall use it only for the purpose of fulfilling the concluded contract. Moreover, the parties shall ensure the confidential treatment by their personnel and consulted specialists. In case of doubt, all information is to be treated confidentially.

20.2 Confidential information of a party does not include information which:

- was already known to the other party, before it was made accessible by the disclosing party;
- is or becomes generally known without the other party's responsibility;
- was disclosed to the other party by a third party without any transfer restriction;
- was developed by the other party itself without using or referring to the confidential information of the protected party;
- has to be disclosed based on a legally binding decision of a law court, administrative or other authority. In this case the party under the obligation to disclose has to inform the other party immediately about the decision and support protective measures the other party may want to take.

20.3 This obligation of confidentiality already exists prior to the conclusion of the contract and remains valid for a period of 3 years after termination of the contractual relationship.

20.4 Without the approval of the other party the disclosure of information to third parties is not permitted. The companies of the RUAG Group, particularly the RUAG International Holding AG as well as its subsidiaries and enlisted specialists (lawyers, auditors, experts) are not third parties in terms of this agreement. If the approval is given, the obligations of confidentiality are to be transferred to the receiving third party.

20.5 Advertising and publications about specific services in connection with the contractual relationship require the written approval of the other party. Without the written approval of Beyond Gravity Licensor may not advertise the fact that cooperation between the parties exists or existed and may not give Beyond Gravity as a reference.

**20.6 If a party violates the above-mentioned obligations of confidentiality, it owes, unless otherwise agreed, a payment to the other party, unless it can prove that it was not at fault. For each case the payment amounts to 10% of the total remuneration respectively 10% of the annual remuneration in case of a recurring remuneration, but no more than CHF 50'000.00 per case. This payment does not relieve the respective party from the obligation of confidentiality; but it is credited against the damages to be paid. Possible penal consequences remain reserved.**

## 21. Compliance

21.1 Each party may have access to personal data (for example names, functions, business units, contact details and communication data) relating to the other party's employees, representatives, consultants, agents, contractors and other personnel ("Personnel"; "Personnel Data") in relation

with the contract that is subject to these GTC-P Licenses. The parties agree that they act as independent controllers in relation with such Personnel Data unless otherwise agreed expressly by the parties. Personnel Data may be processed only in accordance with applicable law, applying appropriate security measures (e.g., technical and organizational measures, etc.), and only in order to enter into and perform the contract and compatible purposes including but not limited to order and payment processing, tolls, taxes and import/export management, customer relationship management, business accounting and general administrative purposes. Each party undertakes to inform its own Personnel about the processing of Personnel Data by the other party, in accordance with applicable law. Additional details about Beyond Gravity 's data processing and within the entire Group are set out in the corresponding privacy notices on Beyond Gravity's website (e.g., [www.beyondgravity.com/en/privacy](http://www.beyondgravity.com/en/privacy), [www.ruag.com/en/privacy](http://www.ruag.com/en/privacy) at release of this edition of the GTC-P Licenses) and/or shall be provided to the contractual partner upon request.

shall apply, excluding its rules on conflicts of legal systems. The United Nations Convention on Contracts for the International Sale of Goods shall be expressly excluded.

- 21.2 Licensor complies with applicable legal standards, particularly with the competition- and antitrust laws, industrial safety and child protection provisions (e.g. regarding conflict commodities), the prohibition of human trafficking and with the core conventions of the International Labor Organisation, as well as with the provisions against counterfeits or for the protection of the environment and of health (e.g. guidelines like REACH and RoHS) at the place of origin, at any manufacturing plants and the place of performance. If the items are intended for the United States government, the Supplier shall comply with the relevant specifications (FAR / DFARS), which will be provided to him upon request. The supplier complies with the current Code of Conduct for business partners of Beyond Gravity, which he will be handed upon request.
- 21.3 Licensor commits himself not to accept financial or other favors, if in return the giving party expects an unjustified advantage or is rewarded. He also commits himself to observe the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions concluded within the OECD on 17 December 1997 also in private business transactions.
- 21.4 Licensor shall commit his personnel, subcontractors and other third parties engaged for the fulfillment of the contract contractually to compliance with this article.
- 21.5 If Licensor violates the above-mentioned compliance commitments, he shall owe a contractual penalty, unless he can prove that he was not at fault. For each case of violation this penalty amounts to 10% of the total remuneration or 10% of an annual remuneration in case of a recurring remuneration, but no more than CHF 50'000.00. This payment does not relieve Licensor from his contractual obligations; however, it is credited against the compensation for damages to be paid. Penal consequences remain reserved.**

- 24.2 For all disputes arising out of or in connection with the contractual relationship only the law courts at the domicile of Beyond Gravity shall be competent.

## 22. Termination of contract

- 22.1 If a license contract is concluded for an indefinite time period and with recurring remuneration, it may be terminated by Beyond Gravity as of the end of a calendar month, observing a period of notice of 30 days. Support services may be terminated separately by Beyond Gravity at any time, after 6 years at the earliest by Licensor. The period of notice is 3 months.
- 22.2 A license contract may be terminated at any time without notice if the other party is in severe breach of contract. Claims for damages and claims of Beyond Gravity for further use of the software remain reserved. In all these cases the remuneration is calculated pro rata temporis.
- 22.3 Beyond Gravity shall destroy the original software and any copies and shall on request, submit confirmation within 30 days of the termination of the contract. In justified cases Beyond Gravity may keep a copy of the standard software for archiving purposes.

## 23. Assignment and pledging

The contractual relationship or rights and duties therefrom can only be assigned or pledged after previous written approval of the other contracting party. Apart from that Beyond Gravity may assign rights and duties from the contract to another company from the RUAG Group at any time.

## 24. Applicable law and jurisdiction

- 24.1 For the contractual relationship local law at the domicile of Beyond Gravity