

General Terms and Conditions for the grant of a software license by Beyond Gravity companies (GTC Licenses)

1. Scope and validity

- 1.1 These GTC License provide for the conclusion, content and performance of contracts for the grant of a software license by Beyond Gravity.
- 1.2 These GTC License shall be considered accepted if the Licensee orders from Beyond Gravity and reference is made to them in the offer or in the order confirmation. General Terms and Conditions of the Licensee are explicitly excluded.

2. Offer and Order

- 2.1 An offer submitted by Beyond Gravity is valid during the period mentioned in the offer. If there is no respective information, Beyond Gravity remains bound for 30 days.
- 2.2 If the order of the Licensee deviates from the offer or from the order confirmation of Beyond Gravity, the offer, the order confirmation respectively, applies, unless the Licensee raises an objection immediately after receipt.
- 2.3 Orders are only binding if they are placed in writing or subsequently confirmed 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 require written form.

3. Execution

Unless otherwise stated in the contractual document, Beyond Gravity shall provide the Product (software and all related documentation) online or on storage media in the agreed languages and number. The premises of Beyond Gravity shall be the place of performance.

4. Grant of License

- 4.1 Beyond Gravity hereby grants Licensee a non-exclusive, non-transferable right to use the software for the agreed purpose.
- 4.2 Licensee may make copies for backup purposes in order to replace the original copy in the event it is damaged.
- 4.3 Licensee shall not reverse engineer, modify, disassemble, decompile or decode the software in any possible manner and he shall not copy, use, modify, merge, install or transfer copies of the Product unless explicitly authorized in this contract.
- 4.4 Beyond Gravity – or third-party - retains all rights not expressly granted in the contract. In particular, Licensee acknowledges that all applicable rights in patents, copyrights, trademarks, and trade secrets embodied in the Product are owned by Beyond Gravity – or third-party.

5. Documentation

- 5.1 Beyond Gravity shall supply to Licensee, together with the software, a complete documentation for the operation of the software. The documentation (either in paper or digital form) shall be in the languages agreed to in the contract.
- 5.2 Licensee may copy and use the documentation for the purposes specified in the contract. In particular, Licensee may give the end-user the documentation intended for him.

6. Scope of maintenance and support services

- 6.1 Maintenance services by Beyond Gravity may be provided remotely during its office hours and include minor changes to the software and correction of programming errors. Unless otherwise stated in the contractual document, the provision of eight hours of maintenance services by Beyond Gravity is covered by the remuneration for the duration of 90 days after delivery of the Product. After either of these periods has elapsed, such maintenance services shall be charged at the rates stated in the contractual document.
- 6.2 Beyond Gravity offers support services including the performances and

at the rates as listed in the contractual document. Such support services are additional performances offered by Beyond Gravity in the contractual document, which may include e.g., installation services, training and new releases (if any).

- 6.3 Beyond Gravity shall be under no obligation to provide maintenance and/or support services in any of the following events:

- If the software is installed or operated on hardware or with software that is not approved by Beyond Gravity
- If the Product has been damaged or modified by Licensee
- If problems arise due to Licensee's negligence or use not in conformance with the documentation provided by Beyond Gravity;

7. Distribution of the Product

In the event the Licensee intends to distribute the Product to a third-party, he shall promptly notify Beyond Gravity and provide all reasonable information. Subject to export approval (e.g., ITAR, EAR) and the end-users signature of the specific end user declaration, where required, the parties may then agree on one of the following resale models in the contractual document:

- Sublicense: Beyond Gravity grants Licensee the right to distribute the Product to a specific end-user or a defined number of end-users, so that the end-user shall be granted a non-transferable and non-exclusive right to use the Product. The right for distribution shall especially include the right to lease, render services or sublicense to the end-user.
- Intermediary agent: Licensee notifies Beyond Gravity about the request of the potential customer to use the Product and Beyond Gravity offers the customer an end-user license contract or grants the Licensee the right to enter into an end-user license contract on behalf of Beyond Gravity.

8. Information

At Beyond Gravity's request, Licensee shall provide information in order to facilitate resolving technical issues. Further, Licensee shall, to the best of its knowledge, notify Beyond Gravity of any malfunctioning or programming error.

9. Remuneration

- 9.1 Remuneration shall be in the form of a one-time payment or a recurring fee. Maintenance and support services may be charged based on the rates listed in the contract.
- 9.2 The remuneration compensates for the user rights and the services agreed upon in the contract. Unless expressly otherwise agreed, it is due net, excluding taxes and duties (value added tax, customs, duties, etc.) without deductions.
- 9.3 If the remuneration is not defined in local currency of Beyond Gravity, Beyond Gravity reserves an adaptation of the remuneration, should a fluctuation of the currency exchange rate as published by the United States Federal Reserve exceed three percent (3%) at the time of invoicing compared to the exchange rate at the effective date of the Purchase Order. In the case of several deliveries several adaptations are possible.

10. Terms of payment

- 10.1 Unless otherwise agreed, the payments are due at once, payable to Beyond Gravity within 30 days from the invoice date without any deduction and with no right of setoff unless expressly agreed to otherwise in writing by Beyond Gravity.
- 10.2 The payment dates have to be complied with, even if the provision of the Product and services are delayed for reasons for which Beyond Gravity is not responsible, or if insignificant parts are missing or slight corrections are necessary.
- 10.3 Business Email Compromise: The Licensee is responsible for using best business practices when initiating payments to Beyond Gravity. He shall

establish internal protocols to verify any notice of change of Beyond Gravity's bank or payee account, to prevent payments to third parties due to fraudulent "phishing" or email hacking. This includes Licensee's independent verification of any purported wire, ACH transfer or similar instructions claiming changes in Beyond Gravity's payment information or procedures (bank account changes, change in payee, etc.). The Licensee shall verify any such purported payment changes by telephone, video conference or in-person verification with Beyond Gravity's accounting department, sales manager or executive offers. The Licensee shall be responsible for all damages arising from its failure to independently verify changes to Beyond Gravity's bank or payment account, as well as Beyond Gravity's payments remitted to third parties due to fraudulent intervention.

11. Infringement of intellectual property rights

- 11.1 Beyond Gravity shall contest at its own cost and risk any third-party claims arising from infringement of intellectual property rights. The Licensee informs Beyond Gravity immediately in writing about claims of third parties due to infringement of intellectual property rights. He lets Beyond Gravity conduct a possible trial and take care of the measures and instructions for a settlement in court or out of court of the lawsuit. In case of a trial the Licensee shall consult Beyond Gravity immediately. If necessary, he takes first damage-reducing measures.
- 11.2 Under these conditions Beyond Gravity assumes the costs accruing to and damages paid by the Licensee. In case of a settlement out of court, Beyond Gravity makes the agreed payment to third parties only if it has approved it beforehand.
- 11.3 In addition, the Licensee acknowledges that Beyond Gravity may modify the Product to avoid an alleged infringement provided such modification does not materially reduce the software's functionality. If a modification is either technically or commercially not reasonable, Beyond Gravity reserves the right to terminate this contract. In this event, Beyond Gravity shall only be obliged to refund the license fee. No further damages shall be claimable.

12. Warranty

- 12.1 Beyond Gravity warrants for a period of 90 days after delivery of the Product that the Product will perform under normal use as described in the documentation provided by Beyond Gravity. With regards to the maintenance and support services, Beyond Gravity undertakes to execute the agreed services faithfully and carefully with the appropriate standard of care. For software intended for space flight use the warranty shall expire before launch with ignition of the engines.
- 12.2 Unless explicitly stated otherwise, Beyond Gravity neither warrants that the software will be operated free of errors or uninterrupted nor that it meets the Licensee's needs (for example compatibility on a specific hardware).
- 12.3 If the Product is defective, Beyond Gravity can choose between rectification and replacement. Other claims of the Licensee are expressly excluded. Beyond Gravity may also terminate this contract and refund the license fees that Licensee has paid for the Product in the event a remediation or replacement is, in the view of Beyond Gravity, not reasonable.

13. Liability

Beyond Gravity is only liable for violations of contract caused through gross negligence or intentionally. Liability for auxiliary personnel is excluded.

14. Force Majeure

- 14.1 Beyond Gravity shall not be held responsible for failure to perform or delay in performing any of its 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 breakdown, failure or delays of Beyond Gravity's source of supply, shortage or outage in material or energy, 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.

- 14.2 Beyond Gravity shall notify in writing Customer within two weeks following the occurrence of any event of Force Majeure citing this clause in said notice and shall supply all relevant information about its effects on the performance of its contractual obligations.
- 14.3 Unless mutually agreed to in writing, if Beyond Gravity is unable to perform because of Force Majeure, Beyond Gravity is temporarily excused from performance while the incident of Force Majeure is occurring and obligated to perform once the incident ends. Beyond Gravity shall not be subject to damage claims.
- 14.4 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. If the purchase price has been paid by the Customer in full, Beyond Gravity will refund the purchase price less the accrued costs and expenses of the contractual obligations.

15. Export regulations and authorizations

Unless expressly otherwise agreed in writing, the Licensee takes all measures required to obtain the official authorizations or licenses needed for the provision of the services. In particular they include national and international export regulations. Beyond Gravity provides the Licensee with appropriate support.

16. Confidentiality

- 16.1 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 confidential treatment by their personnel and consulted specialists. In case of doubt, all information is to be treated confidentially.
- 16.2 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.
- 16.3 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.
- 16.4 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.
- 16.5 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 the Licensee may not advertise the fact that cooperation between the parties exists or existed and may not give Beyond Gravity as a reference.
- 16.6 **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;**

however, it is credited against the compensation for damages to be paid. Possible penal consequences remain reserved.

17. Compliance

- 17.1 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 License. The parties agree that they act as independent controllers in relation to 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, www.ruag.com/en/privacy at release of this edition of the GTC Licences) and/or shall be provided to the contractual partner upon request.
- 17.2 The parties comply 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 and with the core conventions of the International Labor Organisation, as well with the provision against counterfeits or for the protection of the environment and of health (e.g. guidelines like REACH and RoHS). The Licensee complies with the current code of conduct for business partners of Beyond Gravity, which he will be handed upon request.
- 17.3 The parties commit themselves not to accept financial or other favors, if in return the giving party expects an unjustified advantage or is rewarded. They also commit themselves 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.
- 17.4 The parties shall commit their personnel, subcontractors, sub suppliers and other third parties enlisted for the fulfillment of the contract contractually to compliance with this article.
- 17.5 **If one of the parties violates the above-mentioned compliance commitments, it shall owe a contractual penalty, unless it can prove that it 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 the respective party from its contractual obligations; however, it is credited against the compensation for damages to be paid. Penal consequences remain reserved.**

18. Termination

- 18.1 If a contract is concluded for an indefinite time period, it may be terminated in writing by either party as of the end of a calendar month. Unless otherwise agreed in the contractual document, three months' notice shall apply. Parties shall be free to separately terminate maintenance services at any time.
- 18.2 The license contract may be terminated at any time without notice if the other party is in severe breach of contract. This shall be the sole remedy of the Licensee.
- 18.3 The License shall destroy the original software and any copies and shall, on request submit written confirmation, within 30 days of the termination of the contract.

19. Assignment and pledging

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

20. Set-off

The Licensee shall not be entitled to set-off.

21. Applicable law and jurisdiction

- 21.1 For the contractual relationship local law at the domicile of Beyond Gravity shall apply, excluding rules on conflicts of legal systems. The United Nations Convention on Contracts for the International Sale of Goods shall be expressly excluded.
- 21.2 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.