Terms and Conditions

- Software Licensing for a Limited Term -

PACE Aerospace Engineering and Information Technology GmbH

1. Validity

All - including future - deliveries and services of PACE Aerospace Engineering and Information Technology GmbH (hereafter "PACE") shall exclusively occur as set forth in the following Software Licensing Terms and Conditions. The Customer's Terms and Conditions, particularly the Customer's purchasing conditions, do not become binding even if PACE does not explicitly object to this at another time. The following Software Licensing Terms and Conditions primarily concern use in business dealings with companies.

2. Offer and Closing

Offers shall be generally subject to change; contracts and other agreements shall be legally binding only once they have been confirmed in writing by PACE. If employees of PACE or commercial representatives make any additional agreements or give assurances verbally, which go beyond the written Agreement, they always require written confirmation from PACE.

3. Subject Matter of the Agreement/Scope of Functions and Services

In exchange for the remuneration specified in the Program Certificate, PACE shall provide each Customer with a copy of the software mentioned in the Program Certificate (hereafter "Contractual Software") for the term as specified in the Program Certificate and for personal use together with documentation. The scope of functions and services of the Contractual Software as well as the license term can be obtained from the Program Certificate. The description of the Contractual Software the Program Certificate – EXHIBIT 1 of this Agreement - comprehensively and conclusively designates the qualities of the Contractual Software. Public statements made by PACE or third parties (e.g. presentation of product qualities to the

public) shall not represent performance descriptions of the Contractual Software that would supplement or alter the description of the Contractual Software. Documentation such as representations, drawings, etc. is not of an authoritative nature, unless they are part of the performance description in the Program Certificate and unless otherwise agreed upon, even if they were contained in an offer.

The following items are included in the scope of services

a) The maintenance of the operational availability of the Contractual Software

b) The rectification of errors within the program codes and the documentation by means of a rectification version, without it being possible to totally exclude the interruption of operational availability.

c) Modification of the Software in line with new operating system versions and new versions of third-party software utilized by PACE

d) The supply of the most recent versions of the Software stipulated in the Program Certificate. PACE shall enhance the functionality of the Software, taking into consideration the general development and findings as well as the experiences acquired by customers/user groups, etc. The scope of such enhancement shall be determined by PACE in their own responsibility pursuant to Section 315 BGB (German Civil Code). PACE shall make new versions available to the Customer via email and/or on the PACE Web page. The Customer shall transfer these new versions from such Web page to their data-processing system. Upon request, PACE shall transmit the new versions together with the accompanying documentation on a recording medium. With regard to the designation of a version of the software, the prevailing main development level (major release) shall be indicated by the first digit, the prevailing intermediate development level (minor release) by the second digit, and the prevailing rectification version (service release) by the third digit (example: 3.2.5 = 3rd major release, 2nd minor release, 5th service release). A main development level (major release) shall encompass significantly new functions and, if necessary, conceptual modification; an intermediate development level (minor release) shall entail minor modifications and extensions and the rectification of other defect, and a rectification version (service release) shall serve the purpose of the rectification of errors.

e) The maintenance service levels and response times shall be defined as per Exhibit 2 of these Terms & Conditions

Additional services, e.g. briefing, installation, or training shall not be part of the subject matter of this Agreement. These additional services shall only be performed by PACE if they are explicitly specified and agreed upon in the Program Certificate.

4. Delivery

The Contractual Software shall be delivered in executable form (object code form) together with documentation, in the state of functionality described in this documentation. The executable codes of the Contractual Software shall be turned over to the Customer on machine readable storage media described in greater detail in the Program Certificate. A user's manual comes

with the Contractual Software, which will be given to the Customer on machine-readable storage media. At the Customer's request, PACE shall send the machine- readable storage media which carries the Contractual Software and the documentation described in greater detail in the Program Certificate, to the place of delivery mentioned in the Program Certificate. It may also be agreed that the Customer receives the Contractual Software and documentation by downloading it from the Internet. The Customer shall install the Software themselves.

If the storage media carrying the Contractual Software is damaged or accidentally erased in transit or following its receipt by the Customer, PACE will deliver a replacement and will charge the shipping costs to the Customer.

The delivery time is specified in the Program Certificate.

5. Delay and Failure to Make Delivery

PACE shall be liable, in accordance with legal provisions, for delay in performance and failure to make delivery/ or to perform, in cases of intent or gross negligence. The same shall apply if a representative or vicarious agent acted on behalf of PACE.

However, liability on the part of PACE in the case of gross negligence shall be limited to foreseeable damage that is typical for this type of agreement, providing that none of the exceptional cases listed in Section 6 of these provisions apply. In all other cases, liability on the part of PACE for damage caused by the delay of the performance, due in addition to the performance/delivery, shall be limited to 10%, and for damages in place of performance/delivery, to 10% of that portion of the service/delivery affected by delay/failure. Any additional claims on the part of the Customer shall be excluded - even after expiry of a statutory performance deadline PACE may have been given. The above limitations shall not apply to liability arising from damage to life or injury to body and health.

In the event that set delivery deadlines and dates elapse, the Customer may only withdraw from the Agreement or demand damages for non-performance, providing he has set an appropriate grace period for the performance of the service and declared at the same time that he will refuse the performance after expiry of the period. This shall not apply if PACE has designated a deadline or date for the performance explicitly and in writing.

Partial deliveries shall be permitted to a reasonable extent. PACE reserves the right to over delivery or short delivery up to and including ten percent.

The delivery deadline shall extend commensurately – also during a delay – in the event of force

majeure and all other unforeseeable impediments occurring following the signing of the Agreement which are beyond the control of PACE if it can be demonstrated that such impediments had considerable influence on the delivery of the Contractual Software. PACE shall inform the Customer of the emergence and end of such circumstances as soon as this is possible. The Customer may demand from PACE to make a statement as to whether PACE intends to withdraw or deliver within an appropriate period of time. If PACE does not immediately make a statement, the Customer may withdraw.

Delivery deadlines shall extend by the period by which the Customer is delayed in his fulfilment of contractual obligations – within a current business relationship also under other agreements.

6. Customer entitlement

In exchange for the remuneration specified in the Program Certificate, PACE grants the Customer the basic, non-exclusive, non-transferable entitlement to simultaneously use the Contractual Software in the object code during the term and at the number of workplaces or users, specified in the Program Certificate in compliance with the conditions set forth in the Program Certificate and/or those set forth in the present Terms and Conditions.

The Customer shall consequently be entitled to install, download and use the Contractual Software at the number of workplaces and during the term specified in the Program Certificate. In addition, the Customer shall be entitled to make an appropriate number of copies, backup copies and standard data-backups to the extent that this is needed for the intended use. The Customer shall be obligated to inform PACE at their request on the number, storage medium and location of said copies. The Customer's rights pursuant to Section 69d (1) UrhG [Copyright Law] shall remain unaffected.

For a more extensive use of the program, particularly at a greater number of workplaces or for a longer term than specified in the Program Certificate, the Customer requires additional entitlement from PACE. PACE may make the granting of additional entitlement dependent on a reasonable supplementary payment.

Any use beyond what is arranged in through these Terms and Conditions and the Program Certificate, particularly simultaneous use of the Contractual Software at more workplaces, or by more users, or for a longer term than specified in the Program Certificate, constitutes a violation of these Terms and Conditions. In such a case, the Customer shall be obliged to immediately notify PACE of the overuse. In such a case, PACE and the Customer shall attempt to reach an agreement concerning the extension of the rights of use.

For the period of the overuse, i.e. up to the signing of such an agreement and/or the cessation of the overuse, the Customer shall be obliged to pay compensation for the overuse in accordance with PACE's price schedule.

If the Customer does not report the overuse, a contractual penalty totaling three times the price of the use determined as per PACE's price schedule shall be due.

Irrespective of the rights of use granted, PACE reserves all rights to the software including all copies or partial copies of said software created by the Customer. The Customer's property rights in machine-readable storage media, data storage and data processing devices shall not be affected by this.

The Customer shall be obliged to retain unchanged the copyright and trademark notes as well as other reservations of rights and to include them in all copies, complete or partial, of machine-readable software produced by the Customer in an unaltered form.

Transfer of the program by means of data transfer, in any form whatsoever, or granting use to third parties shall not be permitted.

The Customer shall be prohibited from temporary licensing to third parties in exchange for remuneration.

The Customer shall store the software in such a way that no one has unauthorized access to it.

7. Remuneration

The Customer shall pay PACE for the delivery of the Contractual Software and the granting of the rights of use the remuneration specified in the Program Certificate - in Germany, plus statutory VAT. A payment shall be considered in arrears if remuneration has not been paid within 30 days following the due date and receipt of an invoice or equivalent notice of payment, without further explanation on the part of PACE. Irrespective of any other claims, PACE shall be entitled to demand arrears interest in the amount of 5% as of the due date (for companies: 8%) above the prime interest rate. In the case of defects, the Customer shall be entitled to retention only if the Contractual Software is obviously defective. In such a case, the Customer shall be entitled to retention only if the amount retained is commensurately proportional to the defects and the presumed costs for remedy, particularly rectification of defects.

Offsetting against any counter claims contested by PACE shall not be admissible. Any right

to retention based on counter claims that have not been recognized or settled by final court decision shall be excluded unless these claims arise from the same contractual relationship. If the agreement has to do with the operation of a commercial enterprise, the Customer may retain payments only if a notice of defect has been given and there is no doubt regarding its justification. In all other cases, the Customer shall not be entitled to assert claims and rights based on defects if he has not made payments and the amount due is not proportionate to the value of the (defective) Contractual Software.

8. Retention of Title

The Contractual Software shall remain the property of PACE.

9. Additional Services

In general, PACE is willing to provide additional, reasonable services at the Customer's request, such additional services to be agreed in separate individual legal agreements. The briefing of the Customer or support on PACE's part during the installation as well as for software adjustments and similar work shall be paid by the Customer based on man-hours used, at the rates for such services indicated in PACE's price list valid at the time.

10. Cooperation on Part of the Customer

The Customer shall procure and install additional software necessary for the use of the Contractual Software and, if applicable, designated in the Program Certificate, at his own cost in the appropriate, released version.

The Customer shall, if necessary, promptly dispatch suitable employees to the training session provided by PACE as an additional service. This training session shall also cover the briefing in the use of the Contractual Software.

The Customer shall be obliged to engage only suitable staff for the operation of the Contractual Software and to appropriately protocol the use of the software and, for example, unusual incidents that may arise.

If PACE conducts work directly at the Customer's location, the Customer shall, in a timely manner and to the extent necessary, provide the required facilities, equipment, software, documents, together with, if applicable, examples of errors and data material as well as test data, computer time and employees for informational purposes.

11. Obligation to Report Defects and Duty of Care

The Customer shall be obligated to report to PACE without delay and in a documented manner any defects in the Contractual Software. In so doing, the Customer shall consider, to the extent that this is reasonably possible, any advice given by PACE for analyzing the problem, and to provide PACE with any information the Customer may obtain that are necessary for the removal of the defects.

The Customer must take all necessary steps to protect the Contractual Software against unauthorized access by third parties. The Customer shall keep the original data carriers and those data carriers with the copies the Customer has made as stipulated in the Agreement in a safe place. Pursuant to Section 7 (2) the Customer shall instruct its employees and any other persons authorized to use said software within the scope of their commissioned task that making any copies for purposes outside the Agreement is illegal.

11.1. Claims for Defects

PACE shall be obligated to remove any defects in the licensed Software including documentation.

a) Commercial customers may assert claims due to defects only if, pursuant to Section 377 of the German Commercial Code (HRB), they have properly complied with their duties of inspection and reclamation. Moreover, the Customer must report obvious defects within 14 days following receipt of the products to PACE. Otherwise the Customer's claims for defects shall be forfeited. Any reprimand, and in general, any report of defects by the Customer shall be documented and made known to PACE immediately and in writing for PACE to easily comprehend the issue. If the Customer violates his duty to report the defect, he forfeits the following claims for such defects as would have been identifiable in a proper initial inspection. The Customer's rights due to defects shall also remain unaffected if the Customer is authorized to make modifications within the scope of his right to remove defects on his own account pursuant to Section 536a (2) BGB and such modifications were carried out by a specialist in a documented manner.

b) PACE's warranty liability also does not apply if the Customer uses the Contractual Software in a hardware or software environment other than that designated unless the Customer can prove that the defect is not attributable to the hardware or software environments and that the error analysis and removal of defects are not impaired by this.

c) PACE shall be given the opportunity to inspect the defect on site. The inspection shall be conducted by PACE immediately if PACE states its interest in immediately remedying the fault.

d) Claims for defects shall not be admissible for only minor deviations from the quality agreed upon or for only minor impairment of the usability of the Contractual Software.

e) If a defect in the Contractual Software exists for which PACE is answerable, PACE shall be entitled to choose between remedying the defect and subsequent delivery. However, in terms of the subsequent performance, PACE shall be in no way obliged to new delivery and/or production. Should the subsequent performance (cf. below, Clause h) fail, the Customer shall be entitled, according to his wishes, to a reduction or withdrawal from the Agreement. In the event of rescission of the Agreement, usage up to that time shall be charged to the Customer on the basis of a usage period of four years of typical operation. The Customer may in turn factor the diminished usage caused by the defect which led to the rescission.

f) If the Customer reports the presence of a defect for which he alleges PACE's liability, but for which PACE is not answerable, PACE shall be entitled to charge him a reasonable amount for the corresponding expenses which arise for remedying the defect and/or its diagnosis.

g) PACE may charge the Customer for the extra costs of the measures necessary for subsequent performance, particularly costs of transport, commuting, labour and materials if such expenses increase due to the transport of the Contractual Software to a location other than the delivery address unless delivery occurs as intended in accordance with the use specified in the Agreement.

h) Before the Customer may assert any other claims or rights (withdrawal, reduction, compensation or reimbursement of costs), PACE shall first be given the chance for subsequent performance within a reasonable period unless PACE has given a warranty that is different. If subsequent performance fails despite at least two attempts at subsequent performance or if PACE refuses subsequent performance or if the subsequent performance is not possible or not reasonable for the Customer, the Customer may withdraw from the Agreement or reduce (abate) the remuneration. Clause 11.2 of these provisions shall apply to the assertion of damages claims and compensation of costs.

i) For claims for defects of title, the following shall additionally apply:
    - Unless otherwise agreed, PACE shall only be obliged to perform the delivery in

the country designated as delivery address in the Program Certificate free from [third-party] rights.

- In the event of a breach of third-party copyrights for which PACE is answerable, PACE, if it so chooses, may request, at its own cost, a usage right that is sufficient for the agreed upon or presupposed use and transfer it to the Customer, or may change the delivered Contractual Software in such a way that the copyright ceases to be violated, or may exchange the delivered Contractual Software, providing that this does not impair the agreed upon or presupposed use of the delivered Contractual Software. If this is not possible for PACE to do or if PACE refuses subsequent performance or if such performance fails, the Customer shall be entitled to claims and rights prescribed by law. Clause 11.2 shall apply to claims for damages and

compensation of costs.

11.2 Damages

a) PACE shall be liable in cases of malicious intent or gross negligence on its part or on the part of a representative or vicarious agent in accordance with legal provisions. In all other cases, PACE shall be liable only as set forth in the German Product Liability Act and for injury to life, body and health or culpable breach of significant contractual duties. The damages claim for breach of essential contractual duties shall be limited, however, to foreseeable damage typical for this type of agreement. Even in cases of gross negligence, PACE's liability shall be limited to foreseeable damage typical for this type of agreement, unless any of the exceptional cases detailed in Clause 2 of this paragraph is given.

b) Liability for damage caused by the Contractual Software to the Customer's legal interest such as damage to other assets, however, shall be excluded. This shall not apply in cases of malicious intent or gross negligence or in the event of injury to life, body or health. In addition, PACE's no-fault liability, pursuant to Section 536a (1,1) Alternative BGB, for defects that already existed at the conclusion of the Agreement shall be excluded.

c) The regulations of the two previous paragraphs cover compensation in addition to performance and compensation in place of performance, on whatever legal basis, particularly for defects, breach of duties arising from obligation or from tort. They shall also apply to the claim to compensation for fruitless expenditure. Liability for arrears and non-compliance shall be regulated, however, in accordance with §5 of these Terms and Conditions.

d) If PACE's liability is excluded or limited, this shall also apply to the personal liability of

its employees, workers, sales staff, representatives and vicarious agents.

e) The period of limitation for claims between PACE and the Customer shall be limited to one year after the return of the Contractual Software and/or the termination of the Agreement, unless claims arising from manufacturer's liability pursuant to Sections 823 et seq. of BGB, the German Product Liability Act [Produkthaftungsgesetz] or intent are concerned. This period of limitation shall also particularly apply to consequential damage.

f) If PACE assumes the contractual obligation to inspect its products for the presence of certain qualities and properties, it shall nevertheless be liable for each fault only if the damage is attributable to PACE's not having observed the Customer's inspection requirements.

g) PACE shall not be liable for material defects of the delivered goods it receives from third parties and forwards to the Customer unchanged; liability for malicious intent and gross negligence shall remain unaffected as prescribed by the previous provisions.

h) PACE shall be liable only for the loss of data and programs and their recovery to the extent specified in this §11.2 and only if this loss had not been avoidable through appropriate measures, particularly by means of daily backups of all data and programs.

i) Liability for the absence of an assured property and for malice shall remain unaffected.

j) Pace shall be liable for data loss caused by slight negligence only for such damage as would have occurred even if the data had been secured by the Customer in an orderly and regular fashion in keeping with the importance of the data; this limitation shall not apply if securing the data was not possible or hindered for reasons PACE does not have to answer for.

k) The above provisions shall also apply mutatis mutandis to PACE' s liability for compensation for futile expenses.

12. General Limitation of Liability

PACE's liability shall be subject exclusively to the provisions set forth in these Terms and Conditions. Damages claims shall therefore be generally excluded unless they result from malicious intent or gross negligence on the part of PACE or its vicarious agents or are based on injury to life, body or health. The liability disclaimer shall particularly apply to damages claims made by the Customer for fault in the signing of the Agreement, breach of ancillary contractual duties and tort. Liability pursuant to the German Product Liability Act shall remain unaffected.

13. Term of the Agreement

The contractual relationship shall begin on the date indicated in the Program Certificate and be automatically extended for the same term, unless canceled with three (3) months' notice to the end of the term.

Each Party's right to extraordinary termination for important reason shall remain unaffected.

Termination, in order to be effective, shall be made in writing.

14. Return

At the end of the contractual relationship the Customer shall return to PACE the Program on the original data carriers, including manuals and documentation. Any copies that may have been made of the Program provided by the supplier must be deleted completely and permanently.

PACE, instead of demanding the licensed Program to be returned, may demand its deletion as well as the destruction of the provided manuals and documentation.

Any use of the Software after expiry of the contractual relationship is illegal.

15. Place of performance, Jurisdiction and Applicable Law

The place of performance shall be Berlin.

The exclusive place of jurisdiction for deliveries and payments including action for dishonored cheques and all disputes arising between the parties shall be Berlin. The relationships between the contractual parties shall be exclusively subject to the applicable law of the Federal Republic of Germany excluding the Hague Convention on the International Sale of Goods as well as the United Nations Vienna Convention on Contracts for the International Sale of Goods.

16. EXHIBITS to this Agreement:

EXHIBIT 1: Program Certificate

EXHIBIT 2: Maintenance Service Levels

EXHIBIT 1: Program Certificate

Program Certificate

Customer:

License Name	License Type	License Model	No. Of Licenses	Term	Price per Unit	Discount	Price (EUR)	Notes
	Named User	Subscription					€ -	
	Named User	Subscription					€ -	
	Host Bound	Subscription					€ -	

_____   _____
Date   - Customer -   Date   - PACE -

Exhibit 2: Maintenance Service Levels for Pacelab WEAVR

Service Levels

Category A: Incompatibility/program crash
The program crashes or aborts its operation on an uncontrolled basis or fails to perform in accordance with its functions, with the result that the regular utilization of the program is prevented

Category B: Malfunction/limited functionality
A severe but local malfunction occurs which impairs the program functionality. In other respects the operational availability of the program is not limited.

Category C: Other Defects
Other defects shall constitute program deficiencies which do not impair the function(s) of such program.

Category D: Request for Information/Advice
Requests for the following topics:
- Assistance with installation & setup
- Troubleshooting license issues
- Migration onto new hardware
- Migration to new software versions of Unity Platform and Pacelab WEAVR software
- Assistance with configuration of Pacelab WEAVR and with data import/setup
- How-do-I support
- Troubleshooting
Additional topics for premium support:
- Object library settings

Response times:

In the case of an error according to Category A, the PACE shall commence with the rectification of an error on the next working day following the receipt of an understandable error notification which accords with the requirements stipulated in § 5, para. 1 of this Agreement. An unblocking action (hotfix, workaround) shall be delivered no later than 3 working days after the receipt of an understandable error notification. Following the rectification of such error the customer shall be furnished with a release which fixes the error in question.

In the case of an error according to Category B, the PACE shall commence with the rectification of an error within four working days, calculated on the basis of standard company working days, of the receipt of an understandable error notification which accords with the requirements stipulated in § 5, para. 1 of this Agreement. The customer shall be furnished with a release which fixes the error in question, if possible, the next planned release, but no later than after four (4) months.

In the case of other defects according to Category C, it shall be left to the discretion of the PACE whether or not, when and in which kind of software version (major, minor or service release) PACE will furnish the rectification of other defects. No specific response times shall apply.

For requests for advice according to Category D, the following response times shall apply:
- For Basic packages, a qualified response shall be provided no later than 4 working days after the receipt of an understandable request.
- For Premium packages, a qualified response shall be provided no later than 2 working days after the receipt of an understandable request.

Maintenance standby:

In each case, the maintenance service shall be provided between 9.00 a.m. and 06.00 p.m. (local Berlin time) on working days (Monday to Friday, excluding local public holidays).

Maintenance standby service which goes beyond the scope of these times shall require a separate agreement.

Use of hotline services:

Hotline service ticket packages are linked to Pacelab WEAVR Manager licenses. In case no Pacelab WEAVR Manager licenses have been subscribed by the Customer, one **Basic** hotline service ticket package is included.

There is no limitation to the number of Category A-C tickets that can be opened.

The number of available Category D tickets depends on the Hotline Service package (**Basic** or **Premium**). **Premium** packages include more tickets as well as extra types of Category D services, and they will be served in priority compared to **Basic** packages.

Hotline services which go beyond the available packages shall require a separate agreement.