

# General Terms and Conditions for Software License

MOOG GmbH, Hanns-Klemm-Straße 28, 71034 Böblingen, Germany

## § 1 Scope of these General Terms and Conditions for Software License

(1) MOOG GmbH, Hanns-Klemm-Straße 28, 71034 Böblingen ("Licensor") has agreed with the user of the Licensed Product ("Licensee") to grant Licensee a license to use and exploit the Moog software („Licensed Product“) subject to the terms and conditions of these General Terms and Conditions for Software License („Terms and Conditions“).

(2) The Licensed Product comprises the software modules and components of the Licensed Product, which are subject to the terms of these Terms and Conditions. In the case of sublicensing, Licensee will remain fully responsible towards Licensor for compliance with and any breach of these Terms and Conditions by the end-user.

(3) If the Licensed Product is a software module, meaning a distinct software library that bundles a specific set of functionalities, which is supposed to be integrated by Licensee in Licensee's proprietary software application, the Licensor grants, in deviation of paragraph 1, Licensee a right to sublicense the Licensed Product subject to the terms of these Terms and Conditions. In the case of sublicensing, Licensee will remain fully responsible towards Licensor for compliance with and any breach of these Terms and Conditions by the end-user.

(4) The right to use and exploit is limited to the agreed purpose of use („Purpose of Use“). If the Licensed Product is integrated in a Contractual Product, the Purpose of Use is the designated operation of the Contractual Product.

(5) The right to copy the Licensed Product granted to Licensee herein is limited to (i) the installation of the Licensed Product on a computer system which is in Licensee's immediate possession and (ii) to fulfill the Purpose of Use and (iii) a copy thereof which is required for the loading, display, running, transfer or storage of the Licensed Product as well as to the right for an authorized person to make a copy for security backup purposes, as stated in

is a legitimate interest therein and to give full co-

(9) Amendments or additions to the services or items delivered which Licensee carries out itself or through third parties, shall cause Licensee's rights in case of defects to be cancelled, unless Licensee proves that the amendment or addition did not cause the defect. Licensor shall also not be responsible for defects, which are caused by improper use or improper operation or the use of unsuitable means of operation by Licensee.

(10) Licensor may refuse to remedy defects or deliver replacements, until Licensee has paid the agreed fees to Licensor, less an amount which corresponds to the economic value of the defect.

(11) Product descriptions shall not be deemed guaranteed unless separately agreed in writing.

§ 8 Rights in Case of Defects in Title, if Licensed Product is offered at a charge

(1) The Licensor warrants that the Licensed Product shall not infringe any third-party rights, if used as agreed and in accordance herewith. Licensor shall not be liable under this warranty unless Licensee provides Licensor with prompt written notice of any third-party claims and allows Licensor to defend such claims and entertain settlement negotiations, if and as far as legally possible. The Licensee shall, to a reasonable extent and at no cost to Licensor, assist Licensor with the defense of any third-party claims, in particular by making available all necessary information. Any obligations of Licensee to provide notice of product defects under applicable commercial law shall remain unaffected hereby.

(2) Rights within the meaning of this S.4 )-17 ( . )0.6h.1 (ar)-1t7.6 (S.4 (s)-4 ( E )-17 (. -6.1 (t)-19.(ng)-176(i)-6.1 (al)-23.3 o-0 0 6.96 o-0 0 6.96 o-0 0 ( e-0 3tc-6.2 (ng ( )0.6 (t)