

1 Area of Application

- 1.1 MAVinci makes all quotations for software, or deliveries and services connected with the same, to the Customer exclusively on the basis of this Contract. This Contract represents an integral part of all agreements made by MAVinci with a Customer concerning, or relating to, software and also applies to all future deliveries, services or quotations to the Customer concerning, or relating to, software even if its application is not specifically agreed once again.
- 1.2 The terms and conditions of business of the Customer or third party do not apply even if MAVinci does not specifically object to their application in the individual case. Even if MAVinci makes reference to, replies to or quotes a message (for example, a letter, a fax, an e-mail or similar document) which contains terms and conditions of business of the Customer or a third party or which makes reference to the same, this does not represent consent to the application of such terms and conditions of business.
- 1.3 Rights accruing to the Customer under mandatorily applicable legal regulations and which cannot be contractually limited or contracted out of, as well as individual agreements for the purpose of section 305b of the German Civil Code (*Bürgerliches Gesetzbuch*, hereinafter: "BGB"), always take priority over the provisions of this Contract. Otherwise, provisions which deviate from the stipulations of this Contract and ancillary agreements to this Contract require prior written agreement between the Customer and MAVinci in order to be valid.
- 1.4 MAVinci reserves the right to alter this Contract if, and to the extent to which, this is objectively justified. There is objective justification, in particular, if there is a change in the statutory position, supreme-court case law or market conditions. However, alterations of this Contract take effect towards the Customer only if, and to the extent to which,
- 1.5 they are brought to the attention of the Customer in text form at least by enclosing the changed wording in which the alterations must be highlighted or otherwise marked,
- 1.6 the Customer does not object to the alterations within a period of one (1) month of receiving notification in text form at least of the alterations and of the changed wording of the Contract, and
- 1.7 the attention of the Customer was simultaneously drawn in text form at least, at the time of transmitting the alterations, to the fact that its right of objection extinguishes when the deadline expires and that silence is deemed to be consent to the alterations of this Contract.

2 Definitions

- 2.1 "MAVINCI" refers to the company MAVinci GmbH, Opelstraße 8, 68789 St. Leon-Rot, Federal Republic of Germany, entered in Commercial Register of Mannheim Local Court (*Amtsgericht*) under HRB 710216.
- 2.2 "Customer" refers to any contractual partner of MAVinci which is a business(person).
- 2.3 "Business(person)" is a person who, at the time of conclusion of this Contract, exercises a commercial or self-employed professional activity or is a legal person under public law or a public-law special fund.
- 2.4 "Contract" refers to this End-User Licensing Agreement.
- 2.5 "MUAV" refers to each unmanned aircraft vehicle fabricated, offered or otherwise lawfully brought into circulation by MAVinci, a third party authorised by MAVinci or otherwise in the name of MAVinci.
- 2.6 "Third-party device" refers to each technical device that is not a MUAV, in particular unmanned aircraft vehicles and other aerial vehicles which are not fabricated, offered or otherwise lawfully brought into circulation by MAVinci, by a third party authorised by MAVinci or otherwise in the name of MAVinci.
- 2.7 "Software" refers to each computer program, operating program or control program (including firmware, patches and updates) supplied by MAVinci, by a third party authorised by MAVinci or otherwise in the name of MAVinci in every manifestation from source text to directly executable machine code, which is intended or suitable for use in connection with a MUAV.
- 2.8 "Firmware" refers to all Software installed inside a MUAV and which is intended or suitable for the operation, control, monitoring and/or maintenance of a MUAV.
- 2.9 "MAVINCI Desktop" refers to all Software which is not installed inside a MUAV and which is intended for the operation, control, monitoring and/or maintenance of a MUAV as well as for the preparation, storage, reading out, downloading and/or administration of film recordings or photos which were made with a MUAV.
- 2.10 "Patch" refers to each delivery of corrective Software which is intended or suitable for closing security gaps, eliminating errors or providing new and not previously available functions.
- 2.11 "Update" refers to a newer Software version which may, but need not, contain improvements, optimisations and innovations.
- 2.12 "Documentation" refers to all user manuals, operating instructions and other documents, media and materials concerning or relating to a MUAV and/or the Software issued by, made available by, or enclosed with, a MUAV by MAVinci, by a third party authorised by MAVinci or otherwise lawfully in the name of MAVinci (regardless of what form and by what means).
- 2.13 "Computer" refers equally to a PC, laptop, notebook, netbook including servers in an Intranet but never to mainframes, web servers or mobile terminal devices including tablet PCs.
- 2.14 "In writing" or "written form" refers to the written form as defined in section 126 BGB.
- 2.15 "Text form" refers to the text form as defined in section 126b BGB.
- 2.16 This does not affect other definitions contained in this Contract.

3 Performance Specifications for the Software

- 3.1 None of the details and indications from MAVinci concerning and/or relating to the Software in particular in (advertising) brochures, catalogues, price lists, websites and similar media, are guaranteed properties, but general and non-binding descriptions or designations of the service.
- 3.2 This does not apply if, and to the extent to which, (i) such details and indications were expressly described as binding by MAVinci, (ii) serviceability for the contractually intended purpose requires exact conformity with such details and/or indications or (iii) specific characteristics of the Software were expressly agreed between MAVinci and the Customer. In all cases covered by the

above Sentence 1, deviations from the details and indications or agreements do not establish any breach of this Contract and/or of any assurances or guarantees given by MAVinci, if the deviations are due to technical improvements or mandatory legal and/or statutory regulations or orders from the authorities. Where specific properties of the Software were not expressly agreed between MAVinci and the Customer, the usual trade and sector deviations are admissible if, and to the extent to which, they do not impair use for the contractually intended purpose.

4 Copyright and Right of Utilisation

- 4.1 All parts of the Software and the documentation are owned by MAVinci or its licensors and are protected by copyright. In this Contract, MAVinci grants the Customer certain rights for the utilisation of the Software in accordance with the more detailed provisions of this Article 4 Unless mandatorily applicable statutory regulations establish more extensive rights of the Customer, all rights which are not expressly granted to the Customer in this Contract (including the copyright itself) remain with MAVinci or its licensors.
- 4.2 The Software is licensed, not sold. The type and scope of the licence and, therefore, the use of the Software by the Customer, including any (technical) limitations of the Software are therefore determined exclusively by this Contract subject to any applicable (i) more extensive rights of the Customer under mandatorily applicable legal regulations and/or (ii) agreements concluded in individual cases in writing that deviate from the same.
- 4.3 By means of this Contract, MAVinci grants the Customer a non-exclusive and non-transferable simple right to use the Software ("right of utilisation") which is limited in time to the term of this Contract subject to letter 4.3.9 but without restrictions as to place. The right of utilisation entitles the Customer to do the following acts while observing the tied hardware under Article 5 below:
- 4.3.1 Use of the Firmware

The Customer is entitled to use the Firmware by putting into operation, keeping in operation or otherwise using the MUAV in which the Firmware is installed for its intended purpose in conformity with the provisions of this Contract and with the relevant applicable national legal regulations and any supplementary contractual agreements made between the Customer and MAVinci or a third party authorised by MAVinci at the time of acquiring this MUAV.

4.3.2 Installation of MAVinci Desktop

The Customer is entitled to install and use one (1) each copy of MAVinci Desktop on the number of computers agreed between it and MAVinci. Without express agreement, the Customer is entitled to install and use MAVinci Desktop on up to ten (10) computers; if the Customer is a commercial reseller for MAVinci or of MAVinci products, it is entitled to install and use MAVinci Desktop on up to fifty (50) computers.

4.3.3 Back-up copy

The Customer is entitled to make one (1) backup copy of MAVinci Desktop in each case.

4.3.4 Intranet

The Customer is entitled to install a network-capable version of MAVinci Desktop in an internal network (intranet) and to use the same within this network if, and provided that, the number of computers which can access MAVinci Desktop from the internal network is not greater than the number of computers on which the Customer may install and use MAVinci Desktop under the terms and conditions of this Contract.

4.3.5 Transfer of the Software at the time of transfer of title to a MUAV

The Customer is entitled to transfer the title to a MUAV which it has lawfully acquired, while observing all contractual limitations of use and all applicable legal regulations, in particular all import and export regulations (Article 14 to a third party (a "Purchaser"). In this case, the Customer is entitled and obliged to transfer all rights and duties under the Contract to the Purchaser and to deinstall, permanently delete or destroy all copies, installations and backup copies of MAVinci Desktop no later than at the time that this transfer takes effect.

4.4 The right of utilisation does not convey the following rights to the Customer, without this list being exhaustive,

- 4.4.1 to copy, install and/or use the Software in disregard of the tied hardware under Article 5 below.
- 4.4.2 to copy, install, operate or use MAVinci Desktop on data-processing systems which are not Computers as defined in Article 2.13.
- 4.4.3 to reproduce, install and/or operate MAVinci Desktop on more computers than are permitted under the provisions of this Contract,
- 4.4.4 to make more than one (1) backup copy of MAVinci Desktop, unless the first (1st) backup copy made has been lost, destroyed or has become unusable for other reasons,
- 4.4.5 to reproduce the Software or parts thereof beyond the extent expressly agreed in this Contract,
- 4.4.6 to place the Software in public data networks (in particular on the Internet) or make it accessible on platforms which are open to the public or only to certain users but which are not an internal network of the Customer, in particular on file-sharing sites, newsgroups or similar services,
- 4.4.7 to rent, lease or hire out the Software,
- 4.4.8 to transfer rights granted in the Software within the framework of the right of utilisation in cases other than those specified in Article 4.3 letter 4.3.9 wholly or partly to third parties or to grant third parties (further) rights of utilisation to the Software or parts thereof,
- 4.4.9 to use the Software or parts thereof in such a way and/or for purposes which is/are contrary to the provisions of this Contract and/or inadmissible under mandatorily applicable legal regulations,
- 4.4.10 to bypass technical restrictions of the Software and/or

to reverse-engineer, decompile, process and or translate, rework or to arrange the Software and/or to reproduce the results thereby achieved. This does not apply if, and to the extent to which, the acts referred to in Sentence 1 are necessary for the use of the Software for its intended purpose, including fault correction. This also does not apply if, and to the extent to which, these acts are indispensable in order to receive the information required to establish interoperability with other computer programs where (i) the acts are performed by the Customer or another person authorised to use the Software or Software copy or done in the name of a person authorised to do the same, (ii) the information necessary to establish interoperability is not made accessible to these persons without more and (iii) the acts are limited to parts of the Software which are necessary to establish interoperability.

5 Tied Hardware

- 5.1 The Software may be used according to the following Sentence 2 only in conjunction with hardware from MAVinci. The Firmware may only be used in MUAV and MAVinci Desktop only to control MUAV.
- 5.2 Each installation of MAVinci Desktop is tied to the Computer on which it was installed for the first time. To this purpose, the MAC address (*Media Access Control* address) of this Computer is established and linked to the relevant installation of MAVinci Desktop. MAVinci reserves the right, for each installation of MAVinci Desktop, to introduce or maintain (online) registration or (online) activation, during which every installation of MAVinci Desktop is tied to the name, the e-mail address and, if appropriate, other data of the specific user (e.g. the company name of the Customer) and the MAC address of the Computer of this user is transferred (online) to MAVinci. In this case, the Customer cannot install MAVinci Desktop until after completion of registration or activation or, if installation is previously possible, cannot use it to the full extent.
- 5.3 The Customer must strictly observe further system restrictions (e.g. for the compatibility of Software versions with MUAV models or MUAV types) and system requirements (e.g. minimum requirements on hardware and environment software for MAVinci Desktop).
- 5.4 MAVinci is fundamentally not liable for damage resulting from, or in connection with, the fact that the Customer has installed the Software or parts thereof on a third device or put (parts of) the Software into operation or maintained operation on a third device or used a software version to control a MUAV which has not been approved by MAVinci for the operation of this MUAV model or MUAV type.

6 Support, Updates and Patches

- 6.1 The conclusion of this Contract or the licensing of the Software does not oblige MAVinci to provide, or to have provided, support services in the form of direct support during the installation, operation or use of the Software or during the commissioning, operation or use of a MUAV. This does not affect the obligation of the Customer not to put the MUAV into operation without having received expert and professional instruction.
- 6.2 The conclusion of this Contract or the licensing of the Software does not oblige MAVinci to correct faults in the Software, to continue development of the Software and/or to supply the Customer with patches or updates. This does not apply if a patch or update is necessary (i) in order to enable or restore the use of a MUAV and/or the Software for its intended purpose or (ii) to make available or restore properties of a MUAV or the Software guaranteed by MAVinci under individual contracts or in the sense of a guarantee of quality (but not in the sense of general product or advertising statements).
- 6.3 If, and to the extent to which, MAVinci provides a patch or update free of charge, the Customer is obliged to install the same without delay or - if MAVinci offers the installation of this patch or update by MAVinci or by a third party - to consent to it being installed (also by way of remote access) by MAVinci or by a third party authorised by MAVinci. The Customer is further obliged, after each installation of a patch or update, to do a test flight with the MUAV whose Firmware was patched or updated in order to check whether the MUAV shows any obvious defects during operation. The Customer is under the same obligation to perform a test flight, if an installation of MAVinci Desktop used to control a MUAV is patched or updated. If faults or malfunctions recognisable to the Customer occur during operation of the MUAV, it must notify MAVinci thereof without delay. The notification should be sufficiently precise and be sufficiently detailed to enable MAVinci to understand the fault or malfunction and, if appropriate, reproduce the same.
- 6.4 MAVinci is not liable for damage resulting from, or in connection with, the fact that the Customer does not install without delay patches or updates provided by MAVinci, does not undertake a test flight after installation of a patch or update provided by MAVinci or allows a MUAV to remain in operation or resumes operation thereof, although faults or malfunctions manifested themselves during the test flight which were visible to the Customer.

7 Public-Safety Duties of the Customer

- 7.1 The operation of a MUAV takes place under the sole responsibility of the Customer. The Customer is particularly obliged to comply with all legal regulations applicable to the operation of a MUAV and to perform all public-safety duties incumbent upon it under applicable law.
- 7.2 Matters under the sole responsibility of the Customer include, but are not limited to,
- 7.2.1 to put a MUAV into operation, keep a MUAV in operation and/or use a MUAV only if the Customer has successfully completed UAV Operator Training from MAVinci or a third party authorised by MAVinci or to allow it to be put into operation, to be kept in operation and/or to be used by a person who has successfully completed UAV Operator Training from MAVinci or a third party thereto authorised by MAVinci.
- 7.2.2 to plan and perform each flight with a MUAV with maximum safety, or have it so planned and performed, in particular observe all instructions in the documentation for the MUAV and to work through all checklists in the documentation for the MUAV, to establish the findings of the flight plan tests provided by MAVinci Desktop (e.g. on flight time, battery status, lines of sight, ground collisions or on the expected quality of the data to be recorded) and on operating requirements during specific weather and environmental conditions, to determine, by comparing with the actual situation, whether the planned flight of a MUAV is possible as planned, given the specific conditions prevailing, not to fly a MUAV over individual persons or gatherings of persons and always to have sufficient space for the launch and landing available and always to have an alternative landing option available in order to be able to respond to changes in weather conditions and, in particular, in the wind direction, during the flight.
- 7.2.3 to check the need for (flight) permits and, as far as necessary, to obtain the corresponding permits,
- 7.2.4 to determine the maximum admissible flight altitude for the relevant current flying area (the data provided by MAVinci merely have the nature of recommendations and are not binding) and
- 7.2.5 the monitoring of the entire flight of a MUAV by the Customer itself or by another person who maintains unrestricted visual contact with the MUAV during the entire flight without using aids (like binoculars or a camera) and who must be in a position to take over manual control of the MUAV because the autopilot does not have site awareness.
- 7.3 If the Software, especially MAVinci Desktop, contains land maps or aerospace maps, satellite images, 3D-terrain models, data on aerospace restrictions and comparable data material on selected countries, these data are not binding but merely have the nature of recommendations and, for this reason, are no adequate basis to perform flights with a MUAV safely and in compliance with the law. For this reason, the Customer is obliged to procure and utilise up-to-date and valid data before a flight with a MUAV. These data take priority always and without excepti-

on over all maps, images and data that may be contained in the Software. MAVinci is not liable for data material procured and used by the Customer.

- 7.4 MAVinci is not liable for damage resulting from, or in connection with, the Customer failing to observe or failing to fully observe legal regulations applicable to the operation of a MUAV, not performing or not adequately performing the public-safety duties incumbent upon it under applicable law, for basing the flight of an MUAV solely on the basis of land maps or aerospace maps, satellite images, 3D terrain models or other map material contained in the Software or for not performing or for not adequately performing other duties, in particular the duties falling exclusively within its area of responsibility under Article 7.2.

8 Maintenance

- 8.1 Each MUAV must be maintained at regular intervals. MAVinci has drawn up maintenance plans for all MUAV which show the intervals and scope of the maintenance work and in which there are definitions of what maintenance work can be performed by the Customer itself and which can only be done by third parties authorised by MAVinci and which can only be done by MAVinci itself. The relevant maintenance concept is shown in the documentation enclosed with each MUAV or which MAVinci makes accessible to the Customer by other means (e.g. via MAVinci Desktop).
- 8.2 MAVinci urgently recommends that all maintenance work be done only by MAVinci or - insofar as admissible in the maintenance concept - by third parties authorised by MAVinci. If the Customer appoints MAVinci to perform maintenance, MAVinci is in turn entitled to subcontract authorised third parties to perform the maintenance.
- 8.3 If the Customer undertakes maintenance work itself in derogation of the specifications in the maintenance concept or if it has the same performed by third parties who are not authorised to do so by MAVinci, then MAVinci is released from all liability. In particular, MAVinci is not liable for damages resulting from or in connection with the fact that maintenance was not performed expertly and professionally. This applies not only to damages which arise directly from, or in connection with, the maintenance by the Customer or a third party not authorised by MAVinci, but also to such damages which arise through the use, commissioning or the leaving in operation of a MUAV that was not professionally and expertly maintained.

9 Warranty

- 9.1 MAVinci warrants during the contractual term that the Software is free from material defects (Article 9.2) and free from legal defects (Article 9.3).
- 9.2 There is a material defect if (i) the Software or parts thereof do not have the properties agreed between MAVinci and the Customer under individual contracts or assured by MAVinci in the sense of a guarantee of quality (but not also in the sense of general product and advertising statements) or (ii) the Software or parts thereof are not suitable for the use intended in this Contract, in particular, for the operation, control and monitoring of a MUAV.
- 9.3 There is a legal defect if third parties are able to bring claims against the Customer in connection with the contractual use of the Software which are not expressly included in this Contract.
- 9.4 Where MAVinci is liable for a defect, MAVinci is initially entitled to undertake subsequent performance and may, at its own discretion, either eliminate the defect or deliver a replacement. In the event of legal defects MAVinci will, at its own discretion, either procure the missing rights to the Software or, if the type of legal defect allows it, alter the Software in such a way that rights of third parties are no longer infringed.
- 9.5 Warranty claims against MAVinci are excluded if, and to the extent to which, the defect is due to circumstances for which the Customer is wholly or mainly responsible. These include, but are not limited to, the use of the Software or parts thereof and/or of a MUAV for purposes expressly prohibited under this Contract or in another manner which conflicts with the provisions of this Contract, the use of a MUAV without the prior installation of patches or updates of Software provided by MAVinci or unprofessional and inexperienced maintenance of a MUAV by the Customer or a third party not authorised by MAVinci, the complete or partial failure to perform public-safety duties by the Customer (particularly those under Article 7) or application errors.

10 Liability

- 10.1 MAVinci assumes no responsibility and is generally not liable for (i) any financial success pursued or envisaged by the Customer with the acquisition of a MUAV and/or the acquisition and use of the Software or parts thereof or (ii) for the suitability of the Software for a purpose other than that intended under the terms of this Contract.
- 10.2 The liability of MAVinci is excluded by reason of force majeure or other unforeseeable events at the time of conclusion of this Contract (e.g. operating disruptions of all kinds, difficulties in procuring materials or power, transport delays, strikes, lawful lockouts, shortage of labour, power or raw materials, difficulties in procuring necessary official permits, measures by the authorities or failure by suppliers to deliver or wrong delivery or late delivery by suppliers) for which MAVinci is not responsible. Where such events make it much more difficult or impossible for MAVinci to perform the service and the obstruction is not merely of a temporary nature, MAVinci is entitled to terminate the Contract without notice. Where it is unreasonable to expect the Customer to accept the services as a consequence of the delay, the latter may terminate the Contract immediately by making a written declaration to MAVinci to this effect without delay. For the duration of the obstruction, all claims to performance of the Customer against MAVinci are suspended and, if performance of the service is or becomes impossible, then excluded.
- 10.3 In all cases of intent, gross negligence, harm to life, physical injury or harm to health, MAVinci has unlimited liability under the provisions of the Product Liability Act as well as within the scope of any guarantee given by MAVinci.
- 10.4 Otherwise, all liability of MAVinci for compensation for damages, regardless of the legal basis, in particular due to impossibility, defective or wrong delivery, breach of contract, breach of duties during contractual negotiations and tort, insofar as there is fault in each case, is limited as stipulated in this Article 10.
- 10.5 In cases of simple negligence, the liability of MAVinci, its boards, statutory representatives, employees and other agents is excluded, unless there is breach of an essential contractual duty. Essential contractual duties are those without whose performance the Contract cannot be properly executed and on the performance of which the Customer relies and is also normally entitled to rely.

10.6 Insofar as MAVinci is liable to compensate for damages under Article 10.5 on the merits, this liability is limited to losses foreseen by MAVinci as a possible consequence of a breach of contract at the time of concluding this Contract or, taking account of the circumstances known to MAVinci, or which MAVinci should have been able to foresee if MAVinci had exercised due diligence. Indirect damages and consequential damages as well as lost profits or other harm to reputation are - insofar as admissible under statute - excluded from all liability. In the event of a loss of data, MAVinci is only liable for the expenditure required for the recovery of the data if the Customer had performed a proper data backup directly before the measure leading to the loss of data.

10.7 All claims to compensation of the Customer become time-barred within eighteen (18) months after the claim has arisen and the Customer became aware of the circumstances establishing the claim and the person of the debtor or, in the absence of gross negligence, should have become aware thereof.

10.8 Other exclusions or limitations of liability contained in this Contract remain expressly unaffected.

11 Start and Term of the Contract

11.1 This Contract begins

11.1.1 either on the date on which MAVinci and the Customer expressly conclude the same or otherwise agree that the provisions of this Contract take effect between them,

11.1.2 or on the date on which the Customer acquires a MUAV or the Software or parts thereof,

11.1.3 however, no later than the date on which the Customer puts a MUAV into operation for the first time or installs the Software or parts thereof for the first time or reproduces the same by some other means,

if, and to the extent to which, MAVinci has put the Customer in the position, in the cases of the above letters 11.1.2 und 11.1.3, (i) to acknowledge the provisions of this Contract or, insofar as necessary under mandatory legal regulations, has made the provisions of this Contract available, (ii) previously drawn attention to the fact that the provisions of this Contract apply to all acts of the Customer in connection with the Software (including parts thereof), and (iii) the Customer has declared its agreement either expressly or by conduct implying such intent.

11.2 The term of this Contract is determined by the licence type selected by the Customer.

12 Termination of the Contract

12.1 If this Contract is of limited duration, it ends on expiry of the period for which it was concluded without necessitating notice of termination or any other declaration by MAVinci or the Customer.

12.2 If this Contract is of unlimited duration, it ends when terminated by MAVinci or the Customer. The Customer may terminate the Contract at any time without adhering to a period of notice by making a [written//informal] declaration to MAVinci. MAVinci may only terminate this Contract for good cause (as defined in section 314 BGB).

12.3 The contractual relations between MAVinci and the Customer also end if the Customer transfers the contractual relations to a third party in accordance with Article 4.3 letter 4.3.5. The validity of the Contract in relations between MAVinci and the third party remains unaffected.

12.4 The Customer's right to use the Software extinguishes on termination of this Contract. The hardware provided to the Customer for the purpose of, or within the framework of, performance of the Contract, in particular a MUAV, must be returned to MAVinci without delay at the expense and risk of the Customer or be delivered to MAVinci. Copies of the Software remaining with the Customer, especially of MAVinci Desktop, must be deinstalled or permanently deleted without delay; any backup copies made by the Customer must also be permanently deleted or completely destroyed.

13 Data Protection

13.1 Data-Protection Regulations

MAVinci takes data protection concerns very seriously and adheres to the regulations of the German Federal Data Protection Act (*Bundesdatenschutzgesetz*, hereinafter "BDSG") and, insofar as pertinent, other national statutes and statutory regulations.

13.2 Data Storage and Forwarding

MAVinci stores the Customer data notified within the framework of the business relations in accordance with section 28 BDSG for the purpose of data processing in the course of the performance and execution of this Contract. MAVinci reserves the right to transmit these data or parts thereof to third parties (e.g. transport companies, insurance companies or authorised maintenance partners) if, and to the extent to which, this is necessary for performance or execution of the Contract or to assert claims under the Contract. If the Customer uses a data service from MAVinci (e.g. a Web map service or other geodata service), MAVinci stores the type and number of accesses to the same for billing purposes only.

13.3 Black Box of a MUAV

A data recorder (black box) can be fitted inside a MUAV which records various sensor readings and the data calculated from the same (e.g. location, direction, position, battery level (the "flight data"). The flight data contain no personal data and do not allow individual persons to be traced (e.g. the person who operated the MUAV). MAVinci can only access the flight data by physical access to a MUAV; no online interrogation takes place. In the event of a MUAV crashing to the ground, the Customer is obliged to make available the flight data to MAVinci; in the event of a technical defect or for maintenance work, if appropriate, MAVinci will extract the flight data and use them for fault analysis. MAVinci is entitled to store and use these flight data internally even after termination of this Contract in order to improve the quality of future Software and hardware versions.

13.4 Technical Support

If the Customer uses technical support from MAVinci, MAVinci will ask the Customer, if appropriate, to transfer flight data recorded by a MUAV or MAVinci Desktop to MAVinci. MAVinci is en-

titled to store and use these flight data internally even after termination of this Contract in order to improve the quality of future Software and hardware versions.

13.5 MAVinci Desktop

MAVinci Desktop stores all actions performed in great detail internally within the system. In the event of malfunctions, MAVinci or MAVinci Desktop will ask the Customer, depending on the circumstances, to transfer these data to MAVinci. MAVinci is entitled to store and use these data internally - if necessary, after rendering them completely anonymous - even after termination of this Contract in order to improve the product quality of future Software and hardware versions.

13.6 Updates

MAVinci Desktop disposes of a function which checks at regular intervals, during connection to the Internet, whether patches or updates are available for the Software. The Customer can disable this function. If the Customer does not disable this function, both the MAC address of the Customer and its serial number will be transferred to MAVinci. This ensures that the Customer is only shown, and supplied with, those patches and updates intended for that Customer and compatible with its MUAV or Software version.

13.7 Post-Processing of Data

The Customer has the option of having the photos made by a MUAV or the flight data of a MUAV further processed by MAVinci and/or external service providers. If it makes use of this service, the data supplied by the Customer to MAVinci (including metadata) will be stored and processed solely within the framework of, and for performance of, the relevant data post-processing order and, in particular, will not be passed on to third parties who are not involved in the performance and execution of the relevant order.

14 Restrictions on Use and Import/Export Restrictions

14.1 The use or provision of MUAV or Software in connection with activities which are criminal offences under applicable national, international or supranational legal regulations is strictly prohibited. Prohibited in particular and without exception is the use or provision of MUAV or Software in connection with terrorist acts or with the design, development, fabrication, training or testing of chemical, biological or nuclear weapons or missiles, drones or carrier rockets which are able to serve as carriers of weapons of mass destruction.

14.2 The Customer is also strictly prohibited from exporting technologies subject to control laws under breach of mandatorily applicable statutory regulations to countries or organisations or persons for which/whom an export licence or other official permit is required. MAVinci products, particularly MUAV and Software, may not be exported or re-exported into the countries Afghanistan, Cuba, Iran, Iraq, Lebanon, Libya, Myanmar, North Korea, Pakistan, Russia, Sudan, South Sudan, Somalia and Syria or into another country which is subject to trading sanctions.

14.3 The Software or parts thereof may be subject to import and export regulations going beyond the above regulations. The use of the Software or technologies connected with it or deployed within it may be subject to restrictions outside Germany. The Customer is solely responsible for adherence to all applicable import and export regulations of the Federal Republic of Germany, the European Union and the United States of America and all other pertinent national and international import and export regulations and other domestic or foreign statutory regulations.

15 No Waiver

If the Customer breaches individual provisions of this Contract and if such a breach remains un-sanctioned by MAVinci, this does not mean that MAVinci waives adherence to the provision breached by the Customer nor does it mean that the breached provision is contracted out of by conduct implying intent.

16 Applicable Law

This Contract and - unless otherwise agreed in writing in the individual case - the business relations between MAVinci and the Customer, are governed solely by the law of the Federal Republic of Germany to the exclusion of the UN Convention on the International Sale of Goods and of the conflict-of-laws provisions of private international law.

17 Place of Performance

Unless otherwise agreed in writing between MAVinci and the Customer, place of performance for all obligations of MAVinci arising from the contractual relations is the registered office of MAVinci.

18 Place of Jurisdiction

Exclusive place of jurisdiction for all disputes arising from or in connection with this Contract between MAVinci and the Customer (including disputes on the validity and/or the scope of an agreement concluded between MAVinci and the Customer and/or this Contract), if this can be validly agreed, is the registered office of MAVinci. Mandatory statutory provisions on exclusive places of jurisdiction remain unaffected by this provision.

19 Entire Contract

This Contract represents the entire agreement between MAVinci and the Customer with regard to the subject matter of the Contract. Unless otherwise agreed in the individual case between MAVinci and the Customer, it supersedes all previous or simultaneous verbal or written notifications, proposals, assurances and guarantees with regard to the subject matter of the Contract and takes priority over all conflicting or additional provisions or details in orders, purchase orders, confirmations, (advertising) brochures, catalogues, price lists, websites or other communications between MAVinci and the Customer.

20 Severability Clause

Should present or future provisions of this Contract be wholly or partly null and void, legally invalid or unenforceable or subsequently cease to be legally valid or enforceable, this shall not affect the validity of the remaining provisions of this Contract. Section 139 BGB expressly does not apply. The same applies if it should become apparent that there is an omission in Contract. If the void, invalid or unenforceable provision concerns a provision which does not serve to protect a contractual party, the parties to the Contract must agree instead on a reasonable provision which, as far as legally possible and with backdated effect to the beginning of the Contract, comes closest to what the contractual parties intended or, given the sense and purpose of this Contract, would have intended if they had recognised the nullity, invalidity or the omission. If the invalidity or nullity or unenforceability of a provision is due to a measurement of performance or time (period or deadline), the legal measurement that comes closest to the invalid or unenforceable provision is deemed to have been agreed. Otherwise, the corresponding statutory regulation takes the place of the null and void, invalid or unenforceable provision.