

General Terms and Conditions for the Use of the CHAIR Online Configurator of Lufthansa Technik Aktiengesellschaft (LHT AG)

1. General Terms

Lufthansa Technik Aktiengesellschaft ("LHT AG") has developed a new seat dedicated to executive cabins of VIP and business jet aircrafts. The new seat is called CHAIR and its basic design ("Pure Design") has been designed and developed by PierreJean Design Studio in cooperation with LHT AG. The new structural concept of the CHAIR makes more than 8,000 different configurations of the basic structure possible, laying the foundation for individual design and the perfect CHAIR configuration for every cabin floor plan. To enable its customers to individually design a CHAIR based on the Pure Design, LHT AG has developed the "CHAIR online configurator", a software that enables and facilitates the individual design of a CHAIR within the broad range of configurations based on the Pure Design. The CHAIR online configurator and the individual design of a CHAIR may be used free of cost on the basis of the following terms and conditions ("CHAIR terms and conditions"). Any conflicting terms and conditions proposed by the party that wishes to use the CHAIR online configurator and/or the Pure Design of the CHAIR ("Contractor") shall only apply if LHT AG has expressly consented in writing. Silence on the part of LHT AG shall not be construed as acceptance, even following the receipt of such terms and conditions. The contract language is English.

2. LHT Intellectual Property with regard to the CHAIR and the CHAIR online configurator

The technical concept, the name, the Pure Design as well as certain configurations of the CHAIR are protected for LHT AG by patents, trademarks, design patents, copyrights and other intellectual property rights. Also, the rights to the software underlying the CHAIR online configurator are vested in LHT AG or third parties having granted specific rights of use for such software to LHT AG. Any and all of these rights pertaining to the technical concept, the name, the Pure Design, possible configurations and software of the CHAIR and the CHAIR online configurator are hereinafter called "LHT AG Background IP". Nothing in these CHAIR terms and conditions shall be construed so as to transfer or assign any LHT AG Background IP to Contractor.

LHT AG will grant to Contractor a right of use for the Pure Design and the CHAIR online configurator as well as for any individual designs of the CHAIR only and solely within the limitations of sec. 3 below.

3. License Terms

3.1 Use of the CHAIR online configurator and License Terms

3.1.1. The CHAIR online configurator may solely be used by professionals for commercial purposes.

3.1.2. LHT AG grants to Contactor a non-exclusive, non-transferable, non-sublicensable and royalty-free license to use the CHAIR online configurator for the sole purpose of exploring and developing possible individual configurations and designs of a CHAIR in accordance with these terms and conditions. This includes

- (i) using the CHAIR online configurator via remote access from the Contractor's personal computer,
- (ii) storing and copying such possible configurations and designs,
- (iii) making print-outs of such possible configurations and designs and
- (iv) disclosing the possible configurations and designs to the Contractor's customers, both in printed and digital format.

3.1.3. The Contractor is not permitted to and expressly undertakes not to

- (i) sublicense, sell, rent, lease, distribute or otherwise transfer or assign any rights pertaining to the CHAIR online configurator to any third party,
- (ii) reverse engineer, decompile, disassemble, amend, modify, develop, translate, attempt to access any source code, or create any derivative works from the software underlying the CHAIR online configurator, except as explicitly permitted by the German Copyright Act,
- (iii) use any part of the CHAIR online configurator separated from the remainder of the CHAIR online configurator, either on a stand alone-basis or in conjunction with any software or data not forming part of the CHAIR online configurator,
- (iv) use the CHAIR online configurator in any other way except as expressly set forth in sec. 3.1.2. above.

3.2 Use of the Pure Design of the CHAIR, the individual CHAIR design and License Terms

3.2.1. LHT grants to Contractor a non-exclusive, non-transferable, non-sublicensable and royalty-free license to use the Pure Design by means of the CHAIR online configurator as a basis to develop an individual design of the CHAIR and to present and make available such an individual design to customers. This license shall not permit Contractor to sell or otherwise distribute the unmodified Pure Design to its customers without having obtained an express license from LHT AG subject to a separate license fee.

3.2.2. Furthermore, the license as per sec. 3.2.1. above shall not permit Contractor or Contractor's customers to manufacture or to have manufactured a CHAIR or other aircraft seat based on the Pure Design or any other individual design of the CHAIR by any third party other than LHT AG. In case of a violation, LHT AG shall be entitled to claim a contractual penalty in the amount of EUR 10.000,00 for each violation. The right to claim further damages remains unaffected.

3.2.3. LHT AG shall be entitled to use any and all possible configurations of the CHAIR at all times for its own or other parties' purposes, and shall have the unlimited right to grant to third parties the right to use such possible configurations of the CHAIR for whatever purpose. For the avoidance of doubt: This applies also in such cases in which Contractor may have chosen a particular configuration of the CHAIR as a basis for its own designs. Contractor undertakes not to assert any rights, if any, from a specific configuration of the CHAIR or a specific design developed by the use of the CHAIR online configurator against LHT AG or any other third party.

4. No Warranties or Representations

4.1 The CHAIR online configurator, including all of its functionalities, is provided "as is" and LHT AG disclaims any and all statutory or implied warranties and representations with regard to the use of the CHAIR online configurator including any possible results of such use.

4.2 LHT AG expressly cautions the Contractor that the display of the CHAIR or possible configurations of the CHAIR in the CHAIR online configurator may differ from the precise measurements and technical details of the CHAIR and its possible configurations. The CHAIR online configurator and print-outs of possible configurations do not replace a technical drawing.

5. Limitation of Liability and Indemnification

5.1 Any and all liability on the part of LHT AG for whatever reason, including but not limited to any damage of Contractor's computer equipment, loss of data, inability to use the CHAIR online configurator or any other damage, except in case of intent, gross negligence or personal injury, is explicitly excluded.

5.2. Contractor shall indemnify and hold harmless LHT AG from and against any claim, including damages, costs and expenses, brought against LHT AG by any third party asserting that a specific design of the CHAIR (or any part thereof) created by Contractor infringes any third party rights for whatever reason. In this event LHT AG will notify Contractor in writing of any such claim or action related thereto. Contractor shall be under the obligation to support LHT AG in any reasonable way in its defense against such claims.

6. Place of Jurisdiction, Applicable Law, Severability Clause

6.1. In the event that Contractor is a merchant (Kaufmann) or is resident in a country outside Germany, the courts of Hamburg, Germany, shall have exclusive jurisdiction over any disputes arising out of or in relation to the CHAIR terms and conditions or the use of the CHAIR online configurator. LHT AG shall also be entitled to bring an action against the Contractor at any other legally admissible venue, in particular at the Contractor's principal place of business.

6.2. The laws of the Federal Republic of Germany excluding its conflict-of-laws rules shall apply to all legal relationships between LHT AG and the Contractor.