

Software Sales Terms & Conditions

Version 1.0

These Sales Terms & Conditions ("Terms") govern the purchase and use of the **Mission Design Simulator (MDS)** software and related items (the "Software") provided by UAB "Juodosios gulbės technologijos" hereinafter referred to as **Blackswan Space** ("Vendor") to the Customer identified in the applicable order form, proposal, quote, statement of work or invoice (the "Order"). The Vendor and the Customer are together referred to as Parties. These Terms together with the Order constitute the entire agreement between the Parties (the "Agreement").

1. License Grant; License Mechanics

- 1.1 License. Subject to payment of applicable fees and compliance with this Agreement, Vendor grants Customer a non-exclusive, non-sublicensable, non-transferable (except as expressly permitted below) license to use the Software, in object code form, for Customer's internal business purposes.
- 1.2 Vendor offers two license types: for business/organizations the Floating license; for individuals – personal license the Fixed seat (node-locked) license.
- 1.3 The Floating license type may be deployed on multiple machines, up to the total number of concurrent seats indicated in the Quantity (Qty) of the Proposal. Customer may launch the MDS container on any machine; it will 'borrow' a license from Customer's pooled total. When use on a machine ends, the license returns to the pool and becomes available for other machines.
- 1.4 The Fixed seat license type is deployable on one (1) instance of the Software on a single physical or virtual machine identified by its hardware fingerprint (the "Licensed Device"). The license is locked to the Licensed Device and may not be run concurrently on any other device.
- 1.5 Intra-organizational Transfer. Licenses may be reassigned within Customer's organization to any machine running the container as described above.
- 1.6 License Restrictions. Except as expressly permitted, Customer shall not (and shall not permit any third party to): (a) distribute, sublicense, lease, sell, transfer, or otherwise disseminate the Software outside Customer's organization; (b) reverse engineer, decompile, disassemble, or attempt to derive source code (except to the limited extent permitted by applicable law); (c) remove or obscure proprietary notices; or (d) use the Software to develop a competing product or for time-sharing or service bureau purposes.

2. Activation; Delivery; Documentation

- 2.1 Activation; Connectivity Requirement. License activation and ongoing validation require the Software to communicate with Vendor's online license manager. Each machine running MDS must have outbound Internet access. The Software periodically verify license status; temporary loss of connectivity will not interrupt an active session.
- 2.2 Offline Option. If Customer requires operation without Internet connectivity, Vendor can deliver an offline MDS version with a self-hosted license server or an offline activation package, subject to additional terms, security controls, and fees.
- 2.3 Delivery. Delivery occurs when Vendor makes the Software and license credentials available for electronic download or access.
- 2.4 Documentation. Vendor will provide a user manual in digital form.

3. Fees; Renewals; Taxes; Price Changes

- 3.1 Fees. Fees are as set out in the Order. Unless otherwise stated, fees are net of all taxes, in EUR (if not stated otherwise), and exclusive of import duties, taxes, and VAT, which are Customer's responsibility. Vendor may charge an administration fee if additional import/export documentation is requested.
- 3.2 Support/Warranty Services; Renewal Fee. To renew the license and support/warranty services, an annual fee of 25% per license applies (e.g., $€24,000 \times 0.25 = €6,000$). Renewal periods and coverage are stated in Section 4.
- 3.3 Price Changes. License and support/warranty fees are subject to change.
- 3.4 Payment Terms. Unless otherwise specified in the Order, invoices are due 30 days from invoice date.

4. Support, Maintenance & Warranty

- 4.1 Support Scope. With an active support/warranty subscription, Vendor provides: (a) access to maintenance releases, patches, and updates made generally available; and (b) email or ticket-based technical support during Vendor's business hours (Monday-Friday, 9AM - 6PM).
- 4.2 Exclusions. Support excludes issues caused by: (a) use not in accordance with documentation; (b) unauthorized modifications; (c) third-party systems or networks;
- 4.3 Disclaimers. EXCEPT AS EXPRESSLY STATED, THE SOFTWARE AND SERVICES ARE PROVIDED 'AS IS.' VENDOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

5. Term; Termination; Effect

- 5.1 Term. The Agreement begins on the Order effective date and continues for the license term stated in the Order. If the Order specifies a subscription, it renews for successive periods unless either party gives 30 days' written notice prior to renewal.

- 5.2 Termination for Cause. Either party may terminate the Agreement if the other materially breaches and fails to cure within 30 days (10 days for non-payment) after notice. Vendor may suspend the license for non-payment.
- 5.3 Effect of Termination. Upon any termination or expiration, the license immediately ends, and Customer must cease use and delete or destroy all Software and license keys (except one archival copy for compliance purposes). Accrued payment obligations survive.

6. Intellectual Property; Feedback; Open-Source

- 6.1 Ownership. Vendor and its licensors retain all rights, title, and interest in and to the Software and documentation, including all intellectual property rights. No rights are granted except as expressly set forth.
- 6.2 Feedback. Customer grants Vendor a royalty-free, perpetual license to use suggestions and feedback to improve Vendor's products and services, without identifying the Customer.
- 6.3 Open-Source Components. Certain components may be provided under separate open-source licenses and if applicable are described in the Software License Agreement provided with the Software.

7. Compliance; Audits; Usage Data

- 7.1 Compliance. Customer will use the Software in accordance with applicable laws and terms of this Agreement.
- 7.2 Telemetry/Usage Data. If enabled, Vendor may collect de-identified usage metrics to improve performance and security. No personal data is required, collected or stored for license enforcement.

8. Confidentiality & Data Protection

- 8.1 Confidentiality. Each party will protect the other's non-public information with at least reasonable care and use it only to perform under this Agreement. Exclusions apply for information that is public, already known, independently developed, or rightfully received from a third party.
- 8.2 Personal Data. If the parties process personal data, they will execute any required data processing agreement and comply with applicable data protection laws (including GDPR where applicable). The Software does not require processing of personal data to function as a licensee.

9. Export; Sanctions; Anti-Corruption

- 9.1 Customer will not export, re-export, or transfer the Software in violation of EU, UK, or U.S. export, sanctions, or embargo laws, and will comply with applicable anti-corruption laws.

10. Limitation of Liability

- 10.1 TO THE MAXIMUM EXTENT PERMITTED BY LAW: (a) NEITHER PARTY IS LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING LOST PROFITS, REVENUE, OR DATA), EVEN IF ADVISED OF THE POSSIBILITY; AND (b) EACH PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID OR PAYABLE BY CUSTOMER TO VENDOR FOR THE SOFTWARE AND SERVICES GIVING RISE TO THE CLAIM IN THE 12 MONTHS PRECEDING THE EVENT. THESE LIMITATIONS DO NOT APPLY TO CUSTOMER'S PAYMENT OBLIGATIONS OR BREACH OF LICENSE RESTRICTIONS.

11. Publicity; Trademarks

- 11.1 Vendor may list Customer's name and logo in a general list of customers, subject to Customer's reasonable brand guidelines. No other publicity without prior written consent of the Customer will be exercised. The Customer has the right to ask for removal of any publicity associated with the Vendor's product by written notice to the Vendor using the contact information in the Order delivered either electronically or by mail and the Vendor commits to removing such Customer content within 30 (thirty) business days upon receiving such notice.

12. Assignment

- 12.1 Customer may not assign this Agreement, in whole or part, without Vendor's prior written consent, except to an affiliate or successor in interest in connection with a merger or sale of substantially all assets, provided that (i) the assignee is not a direct competitor of Vendor and (ii) assumes this Agreement in writing. Transfers by prime contractors to government end-users are permitted where required by the applicable prime contract, subject to Vendor's prior written consent which shall not to be unreasonably withheld.

13. Notices; Order of Precedence; Miscellaneous

- 13.1 Notices. Notices must be in writing and delivered to the addresses in the Order (including by recognized courier or email with confirmation).
- 13.2 Order of Precedence. If there is a conflict, the Order prevails over the terms of this Agreement, which prevail over any documentation, click-through, shrinkwrap or online end-user terms presented with the Software, including any end-user license agreements.
- 13.3 Force Majeure. Neither party is liable for delay or failure due to causes beyond its reasonable control.
- 13.4 Severability; Waiver. If any provision is unenforceable, it will be modified to the minimum extent necessary; failure to enforce is not a waiver.
- 13.5 Governing Law; Venue. This Agreement is governed by the laws of Lithuania (excluding conflict-of-law rules). Courts located in Vilnius have exclusive jurisdiction. The U.N. CISG does not apply.