End User License Agreement (EULA)

Motion Systems and Qubic System Software

(End User License Agreement) (“EULA”)
Version: 2026-11 (rev. 1). Effective from: November 24, 2026
Copyright (C) 2012-2026 Motion Systems Michał Stanek. Qubic System is a brand of Motion Systems.

Reading and accepting this EULA is a condition of using MOTION SYSTEMS Software.

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§1 General Principles

This end user license agreement (“EULA”) constitutes a legally binding agreement between (a) the end user (an individual or a single entity) (“user”) and (b) Michał Stanek, conducting business activity under the business name Motion Systems Michał Stanek (ul. Miedziana 7, 55-003 Nadolice Wielkie, Poland, NIP 8862563627, REGON 022216496), e-mail: support@motionsystems.eu (“MOTION SYSTEMS”), governing the user’s use of any software installed or made available by MOTION SYSTEMS for use as a stand-alone product or together with a MOTION SYSTEMS product, including a product offered under the Qubic System brand (“MOTION SYSTEMS product”), where such software is not subject to a separate license agreement.

The software covered by this EULA is control software for motion platforms, enabling the control and management of such a motion platform and its integration with dedicated simulators. In addition, MOTION SYSTEMS makes available, for a fee, software development tools (Software Development Kit, “SDK”), which may form part of the Software covered by this EULA.

The term “Software” includes application software, firmware, operating systems, drivers and any other types of software supplied by MOTION SYSTEMS, as well as associated media, printed materials and documentation - in particular it includes ForceSeatPM, QubicManager, ForceSeatMI, ForceSeatDI, Motion Theater, cooperating tools (e.g., M10, ACE) and custom-made software and applications - unless such software is expressly and explicitly subject to a separate license agreement.

By installing, copying, downloading or otherwise using the Software, the user agrees to comply with all the terms of this EULA.

Structure of the agreement. Part I applies to all users. Part II applies to users who are not consumers, in particular businesses, universities, institutions and public sector entities (“professional user”), regardless of whether they acquired the MOTION SYSTEMS product directly from MOTION SYSTEMS or from a distributor or other seller. Part III applies to users who are consumers. Part II does not apply to consumers, with the exception of the developer tools terms (§17, part “Developer Tools Terms”), which are binding on every SDK user.

PART I

Provisions for All Users

§2 Capacity and Authorization to Enter into the EULA

The person accepting this EULA represents that they are of legal age and have full legal capacity and, where applicable, that they are authorized to act on behalf of the entity they represent.

§3 Specific Terms of the EULA

GRANT OF LICENSE

MOTION SYSTEMS grants the user a non-exclusive license for an indefinite period, covering the rights described below, provided that the user complies with all the terms of this EULA.

USE

The user is entitled to use the MOTION SYSTEMS Software on one product only, unless a separate provision of the agreement provides otherwise. If the Software was originally licensed for use on more than one product, the user is entitled to install and use the Software only on those products. The user has no right to further distribute the Software, subject to §17 (Developer Tools Terms, item (a)).

STORAGE

The user is entitled to upload or copy the MOTION SYSTEMS Software to the local memory or mass storage device of the product and of a computer or other device with which the product operates.

COPYING

The user is entitled to make archival or backup copies of the Software, provided that all original proprietary notices are retained and that such copies are used solely as backup copies for the user's own use.

RESERVATION OF RIGHTS

To the maximum extent permitted by law, MOTION SYSTEMS and its suppliers reserve all rights not expressly granted to the user in this EULA.

THIRD-PARTY SOFTWARE

Software or parts thereof that are not owned by MOTION SYSTEMS or are made available by third parties under a public license ("third-party software") are licensed under the terms of the license accompanying them. Licenses of third-party components can be found in the installation directory of the Software.

§4 Safe Use; Exclusion of High-Risk Applications

The Software controls the operation of a motion platform and may cause actual physical movement. The Software is not fault tolerant and has not been designed or intended to ensure the safety of persons on its own. The Software does not replace hardware safety measures or other safety measures independent of the Software (depending on the architecture of the given platform, e.g., the E-Stop emergency stop button, the Motion Lock function or a safe stop), which must remain operational and independent of the operation of the Software.

The Software must not be used as the sole means of ensuring the safety of persons. Without the prior, separate written consent of MOTION SYSTEMS, it also must not be used in systems on whose error-free operation life or health depends (e.g., life support devices, on-board aircraft systems, nuclear facilities). This does not apply to the control of a motion platform equipped with operational safety measures independent of the Software, where the platform is used in accordance with the MOTION SYSTEMS documentation.

SAFETY RULES

Read the product user manual carefully before installing and operating the motion platform.

Warning: The motion platforms and other mechanical devices can perform forceful, rapid movements. As with any mechanical device, the user is responsible for inspecting the condition of the device prior to each use and adhering to safe operating procedures.

Warning: Repetitive motion, force feedback vibrations, and/or continuous muscle tension may lead to injuries if the platform is used for extended periods of time.

The platform should not be used by persons with spine or neck problems or heart disease, pregnant women, persons with epilepsy, persons with recent injuries or persons under the influence of alcohol or intoxicating substances. In the event of pain, discomfort, dizziness or nausea, stop using the product immediately.

Subject to liability that cannot be excluded or limited under mandatory provisions of law (including liability for personal injury, for damage caused intentionally and product liability), neither MOTION SYSTEMS nor its distributors shall be liable for damage resulting from the use of components not supplied by MOTION SYSTEMS, improper assembly, improper use, modifications, interference with the product or its excessive use.

§5 Software Updates

In order to use Software identified as an update, a license must first be obtained for the original Software supplied by MOTION SYSTEMS as eligible for the update. After the update, the original Software may no longer be used as separate software.

This EULA also applies to updates and to updated Software or supplements to the original Software, unless MOTION SYSTEMS provides other terms together with the update.

MOTION SYSTEMS may designate certain updates as critical (in particular safety or security fixes or fixes preventing failures). MOTION SYSTEMS makes updates available together with information on their release (release notes) and marks critical updates as “critical/mandatory” (“critical update”). The rules concerning critical updates are set out in §12 (professional users) and §19 (consumers).

§6 Changes or Modifications to the EULA

An amendment or supplement to this EULA may accompany the MOTION SYSTEMS product or the Software. In the event of conflict, the terms of the amendment or supplement shall prevail.

§7 Restrictions, Ownership, Protection Measures

RESTRICTIONS

The user is not entitled to rent, lease or lend the Software or to use it for commercial time-sharing. The user may not sublicense, assign or transfer the license, unless this EULA expressly permits it.

Use of the Software together with a MOTION SYSTEMS product as part of the user’s activities, including making a station with the product available to the user’s own customers (e.g., simulation centers, training centers, rental for events), does not constitute a breach.

OWNERSHIP RIGHTS

All intellectual property rights to the Software and documentation belong to MOTION SYSTEMS or its suppliers and are protected by law, including Polish and international copyright law, the provisions on trade secrets and trademark law. The user is not entitled to remove identification markings or copyright notices.

LIMITATION ON REVERSE ENGINEERING

The Software may not be reverse engineered, decompiled or disassembled, except where the right to such actions arises from mandatory provisions of law.

PROHIBITION ON CIRCUMVENTION OF TECHNICAL PROTECTION MEASURES

The Software may contain technical measures limiting the scope of use (including license keys, limits on the number of stations or platforms and activation mechanisms). The user is not entitled to circumvent, remove or neutralize such protection measures without authorization, or to enable third parties to do so. Use of the Software beyond the scope of the license granted (in particular beyond the number of platforms covered by the ForceSeatMI or ForceSeatDI license) constitutes a breach of this EULA and of the copyrights of MOTION SYSTEMS.

§8 Term; Termination and Its Consequences

This EULA remains in force until it is terminated or expires.

In the event of a material breach of the license terms by the user, MOTION SYSTEMS may terminate this EULA. This right expires 1 year after the date on which MOTION SYSTEMS became aware of the breach. Upon expiry or termination, the user shall cease using the Software, uninstall it and delete all copies of it; at the request of MOTION SYSTEMS, a professional user shall confirm in writing that these actions have been performed.

Provisions which by their nature should survive the end of the agreement (its termination or expiry) remain in force - in particular those concerning intellectual property rights, limitation of liability and governing law.

§9 Data and Feedback

INFORMATION ON DATA COLLECTION

MOTION SYSTEMS may collect and use information about the device and users provided in connection with technical support services. MOTION SYSTEMS will not use this information for marketing purposes without the user's consent. More information: https://motionsystems.eu/privacy-policy

The Software sends anonymous usage statistics: which games, devices and features are used, and for how long. The data is used to improve software and hardware. The statistics can be turned off in the Software configuration. Details are in About > Privacy and in the privacy policy.

FEEDBACK

If the user voluntarily provides MOTION SYSTEMS with suggestions, ideas or comments concerning the Software (feedback), MOTION SYSTEMS may use them free of charge for the purpose of developing and improving its products, without any obligation to keep them confidential. Providing feedback is voluntary and does not deprive the user of rights to the user's own independently developed solutions.

§10 Territorial Scope; Governing Law

The license is granted without territorial restrictions. This EULA is governed by the law of the Republic of Poland. Disputes with professional users shall be resolved by the common court having territorial jurisdiction over the principal place of business of MOTION SYSTEMS. This EULA is made available in Polish, English, German, Spanish, French, Italian, Japanese and Korean language versions; in the event of any discrepancy, the Polish version shall prevail.

§11 Entire Agreement

This EULA, together with the MOTION SYSTEMS commercial offer (an Offer within the meaning of the Motion Systems General Terms and Conditions for Orders, "GTC") or a separate agreement specifying the scope of the license (in particular the number of platforms covered by the SDK license) and, to the extent this EULA refers to them, the GTC, constitutes the entire agreement between the user and MOTION SYSTEMS with respect to the Software and supersedes all prior oral or written arrangements concerning the Software, subject to §18 (Order of Precedence) and to the statutory rights of consumers. If any provision is held to be invalid or unenforceable, this shall not affect the validity of the remaining provisions.

PART II

Provisions for Professional Users

§12 Obligation to Install Critical Updates

A professional user shall install a critical update within no more than 14 (fourteen) calendar days from the date on which notification of it was sent to the user's e-mail address provided to MOTION SYSTEMS or from the date on which that notification was displayed in the Software, whichever is earlier. The consequences of failure to install critical updates for the scope of the warranty are set out in the GTC (section 6.17(d) and Warranty Terms - Annex 3 to the GTC, section 5(f)), to the extent that the GTC apply to the user. Failure to install a critical update may result in restriction of the Software functions and, in justified cases, also in the user being deprived of access to the Software entirely.

§13 Responsibility for the Installation

The entity that incorporates the Professional Series platform into a machine (in particular an integrator) is responsible for the risk assessment, the selection of safeguards and the compliance of the complete installation (cockpit, supporting structure, working space, safeguards) with the applicable regulations - including the Machinery Directive 2006/42/EC and Regulation (EU) 2023/1230 (from January 20, 2027). Professional Series platforms are partly completed machinery (Declaration of Incorporation). A professional user of a Qubic System product is responsible for installation and use in accordance with the MOTION SYSTEMS documentation.

§14 Transfer of License; Expiry

Transfer of the license by a professional user, including for SDK purposes or for commercial (B2B) applications, requires the prior, separate written consent of MOTION SYSTEMS. Prior to the transfer, the receiving user must agree to all the terms of this EULA in effect as of the date of the transfer. Upon the transfer, the transferor's license expires.

§15 Activation Key

The Software for Professional Series platforms may be supplied with a temporary activation key valid for up to 90 days from release of the platform. Upon payment to MOTION SYSTEMS of the entire price of the platform by the Buyer within the meaning of the GTC, MOTION SYSTEMS shall provide a permanent key without undue delay. Failure to pay that price may result in expiry of the temporary key and in the platform being prevented from starting (GTC, section 4.7.3).

§16 License Compliance Audit

A professional user shall keep accurate and up-to-date records of the number of installations and stations using the Software. MOTION SYSTEMS may, not more than once a year and upon prior reasonable notice (of at least 14 days), verify whether use complies with the license granted - in the first instance on the basis of the user's statement and, in the event of justified doubts, also at the place where the Software is used, during the user's working hours and subject to confidentiality, in a manner that is as little disruptive as possible to the user's activities. If it is found that the scope of the license has been exceeded, the user shall be obliged to pay the additional license fees due.

§17 Hold Harmless Against Third-Party Claims; Developer Tools Terms

HOLD HARMLESS AGAINST THIRD-PARTY CLAIMS

A professional user shall hold MOTION SYSTEMS harmless against obligations to third parties and shall cover reasonable costs related to third-party claims arising from the use of the Software by the user in a manner contrary to this EULA or to the provisions of law, or from the integration of the Software with elements supplied by the user or by third parties. This provision does not apply to the extent that the damage results from the fault of MOTION SYSTEMS.

DEVELOPER TOOLS TERMS (SDK: FORCESEATMI, FORCESEATDI)

If the user uses MOTION SYSTEMS software development tools (SDK, including ForceSeatMI and ForceSeatDI), the following rules apply: (a) SDK components intended for redistribution may be distributed only to the extent and in the manner expressly indicated in the SDK documentation; (b) the user may not combine or distribute the SDK in a manner that would subject the Software or the SDK to the terms of a copyleft license (e.g., GPL or AGPL), i.e., that would require disclosure of the MOTION SYSTEMS source code or the granting of rights to it to third parties; (c) use of the SDK does not entitle the user to create products competing with the Software, unless otherwise provided in a separate agreement; (d) the license for ForceSeatMI and ForceSeatDI covers the number of platforms indicated in the Offer or in the MOTION SYSTEMS license document, and each platform requires a separate license.

§18 Liability, Warranties, Order of Precedence

LIMITATION OF LIABILITY

Subject to the provisions of law, the total liability of MOTION SYSTEMS and its suppliers arising from this EULA is limited to the amount actually paid by the user for the Software.

To the maximum extent permitted by law, MOTION SYSTEMS shall not be liable for: loss of profits, revenue, data or contracts; special, incidental, indirect or consequential damages; business interruption.

The above limitations do not exclude or limit liability for damage caused intentionally, for death or personal injury, or any other liability that cannot be excluded under mandatory law (including product liability). This applies in particular to situations in which the Software controls the operation of a motion platform.

DISCLAIMER OF WARRANTIES

To the maximum extent permitted by law, MOTION SYSTEMS and its suppliers provide the Software "as is" and exclude liability under the statutory warranty for defects (rękojmia) and disclaim all warranties, whether express, implied or statutory, including as to fitness for a particular purpose, merchantability, legal title, non-infringement of third-party rights and absence of viruses. Where mandatory provisions of the law governing this EULA do not permit such exclusion, it applies to the extent that it is not contrary to them.

The warranties of MOTION SYSTEMS concerning products are set out exclusively in the GTC, the Warranty Terms and the Offer. A warranty granted by a distributor or other seller is solely that seller's obligation and is not binding on MOTION SYSTEMS. No part of this document constitutes an additional warranty.

ORDER OF PRECEDENCE

In the event of any conflict between the documents governing the use of the Software, the following shall prevail in the following order: (1) a separate agreement signed by MOTION SYSTEMS, including an implementation agreement or statement of work (SOW) concerning the given Software, (2) the MOTION SYSTEMS Offer with respect to the license, (3) the amendments and supplements referred to in §6, (4) this EULA. An order, purchase form or other document of the buyer does not change the terms of this EULA, unless MOTION SYSTEMS expressly accepts this in writing.

PART III

Provisions for Users Who Are Consumers

§19 Updates

MOTION SYSTEMS makes updates available to the consumer, including safety or security updates, for the period that the consumer may reasonably expect, and informs the consumer of the consequences of not installing them. MOTION SYSTEMS recommends installing critical updates without undue delay after they are made available. If a critical update concerns safety or security, the Software functions needed for the operation of the platform may be unavailable until it is installed; apart from this case, MOTION SYSTEMS does not restrict the consumer's access to the Software because an update has not been installed. If the consumer fails to install a supplied update within a reasonable time, MOTION SYSTEMS shall not be liable for any lack of conformity of the Software with the contract resulting solely from the absence of that update, provided that MOTION SYSTEMS informed the consumer of the update and of the consequences of not installing it, and the failure to install it was not due to shortcomings in the installation instructions supplied by MOTION SYSTEMS.

§20 Use of the Product

The consumer shall install and use the MOTION SYSTEMS product together with the Software in accordance with the MOTION SYSTEMS instructions.

§21 Transfer of License

The consumer may transfer the license to the acquirer of the MOTION SYSTEMS product only together with that product. The acquirer must agree to the terms of this EULA. Upon the transfer, the transferor's license expires.

§22 Liability and Rights of the Consumer

MOTION SYSTEMS is liable to the consumer on the terms arising from the provisions of law; the provisions of §18 do not apply.

The consumer has the rights provided for in the rules on conformity of digital content with the contract. This EULA does not exclude or limit them.

The choice of Polish law does not deprive the consumer of the protection afforded to the consumer by provisions that cannot be derogated from by agreement under the law of the country of the consumer's habitual residence. The provisions of this EULA apply to the consumer to the extent that they are not contrary to mandatory provisions protecting consumers.

Other terms provided together with an update (§5) and amendments or supplements to this EULA (§6) are binding on the consumer once accepted by the consumer.