

A2A SIMULATIONS INC.

C182 SKYLANE FOR PREPAR3D ACADEMIC

END USER LICENSE AGREEMENT

PLEASE READ THIS END USER LICENSE AGREEMENT CAREFULLY. YOU ARE AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS END USER LICENSE AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS END USER LICENSE AGREEMENT, PLEASE DISCONTINUE USAGE. IF YOU DO AGREE TO THE TERMS AND CONDITIONS OF THIS END USER LICENSE AGREEMENT ON BEHALF OF YOURSELF AND/OR THE ENTITY YOU REPRESENT, YOU MAY CONTINUE USAGE.

This END USER LICENSE AGREEMENT ("EULA") is by and between you (the "Licensee") and A2A Simulations Corporation.

In consideration of good, valuable and mutual consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows (see Section 12 for defined terms):

1. **License Grant.** Subject to the terms and conditions of this EULA, Licensor hereby grants Licensee a fully paid-up, nontransferable, nonexclusive license during the Term of this EULA to use the Software: (1) on a single computer, (2) by no more than one user at any one time, (3) in connection with Academic Education, (4) by students, instructors and staff associated with Licensee's Academic Education, and (5) in the Territory.

2. **Consideration.** Licensee shall pay to Licensor or its reseller the license fee as set forth in the purchase agreement for the Software.

3. **License Restrictions.** **THIS SOFTWARE IS TO BE USED FOR FLIGHT SIMULATION ONLY, AND NOT TO BE USED FOR REAL WORLD TRAINING.** LICENSEE SHALL NOT SELL, SUBLICENSE, SUBCONTRACT, RENT, LEASE, LEND, ASSIGN, DELEGATE OR TRANSFER, EITHER IN WHOLE OR IN PART, THE SOFTWARE, THIS EULA, ANY SOFTWARE KEY ISSUED BY LICENSOR TO LICENSEE, OR ANY RIGHT OR OBLIGATION OF LICENSEE UNDER THIS EULA. Additionally, Licensee shall not do or allow to be done, either directly or indirectly, any the following:

3.1. Reverse Engineer. Reverse engineer, decompile, disassemble or otherwise reduce the Software to a human-readable form.

3.2. Modify. Modify, adapt or translate the Software.

3.3. Publish. Publish or otherwise disclose the Software for others to copy.

3.4. Transmit or Avoid. Electronically transmit the Software from one computer to another or over a network, or use the Software in connection with any hardware or software that reduces the number of computers or users that directly access or use the Software, in any manner that would avoid any limitation or restriction in this EULA.

3.5. Non-Academic Use. Use the Software outside the scope of the license grant as provided in Section 1.

4. Ownership and Rights. This EULA does not constitute, and shall not be deemed to constitute, a transfer, assignment or any other form of alienation by Licensor of any of Licensor's rights, title, and interests, either in whole or in part, in the Software, including without limitation ownership and title. Licensor retains all rights not specifically granted to Licensee under this EULA.

5. Remedy.

5.1. Exclusive Remedy. Licensee's exclusive remedy and licensor's entire liability for breach of this EULA shall be limited, at licensor's sole and exclusive discretion, to: (i) replacement of any defective Software or Documentation; or (ii) refund of the consideration paid to Licensor as provided in this EULA in accordance with Licensor's refund policy as provided at the A2A Simulations Website.

5.2. Limitations and Exclusions. Licensor's liability for any and all claims, costs, damages, losses, liability or expenses from any cause whatsoever shall be limited to the consideration received by Licensor from Licensee as provided in this EULA. This limitation shall apply regardless of the claim and regardless of the form of action. In no event shall Licensor be liable for any damages caused by Licensee's failure to perform under this License. Licensor shall not be liable for any indirect, special, incidental, consequential or punitive damages, including without limitation loss of revenue or profits, loss of data, loss of utilization, business interruption, loss of business or opportunities, regardless of whether Licensor knows of or has been advised of the possibility of such damages and regardless of whether any remedy fails of its essential purpose. Licensor shall not be liable for any damages claimed by Licensee based on any third party claim.

6. Licensee Responsibility and Indemnity.

6.1. Responsibility. Licensee accepts the sole and exclusive responsibility for: (1) selection, installation and use of the Software; (2) the results obtained from such use; and (3) the selection and use of, and the results obtained from, any other computer software, computers, other equipment or services used with the Software. Licensee shall pay directly or reimburse Licensor for all taxes, assessments, permits and fees which are, or may be in Licensor's reasonable opinion, levied upon the Licensee's execution or acceptance of this EULA or use of the Software, exclusive of any income taxes owed by Licensor on its net income.

6.2. Indemnification. Licensee expressly agrees to indemnify and hold licensor and each of its directors, officers, employees and agents harmless from and against any and all claims or remedies, suits, actions, liabilities and damages, whether in tort (and whether or not arising from the negligence of licensor), in contract or otherwise, including costs and expenses and attorney's fees incident thereto, which may be suffered by, accrued against, charged to or recoverable from licensor or any of its directors, officers, employees and agents by reason of: (1) licensor's enforcement of licensor's rights under this EULA; (2) injury to or death of any person or loss or damage to property (tangible or intangible) arising from (but not limited to) use of the Software or Documentation, or any products or services derived therefrom.

7. Government Use.

7.1 This Article 7 applies whenever the Licensee is the U.S. federal government, or any prime contractor or subcontractor (at any tier) under any contract, grant, cooperative agreement, or other activity with the U.S. federal government. In such case, the terms and conditions of this Article shall pertain to the Licensee's use and disclosure of the Software and Documentation, and shall supersede any conflicting contractual terms or conditions.

7.2 The Software and Documentation is "commercial" computer software and documentation within the meaning of the applicable acquisition regulations (e.g., FAR 2.101 or DFARS 227.7202-3). The Software and Documentation is a work with all rights reserved under the copyright laws of the United States.

7.3 Sections 6.2, 11.5 and 11.6 of this EULA shall not apply to the U.S. federal government but shall continue to apply to prime contractors and subcontractors of the U.S. federal government. Disputes with the U.S. federal government shall be subject to resolution pursuant to the Contract Disputes Act of 1978, as amended. All other provisions of this EULA remain in effect as written.

8. Termination.

8.1 Breach. Either party may terminate this EULA for failure of the other to comply with any of the terms and conditions of this EULA.

8.2 Return of Copies. Upon the termination of this EULA, Licensee shall return to Licensor or destroy all copies of the Software, and all tangible embodiments thereof.

8.3 Termination of Licenses. Termination of this EULA shall serve to terminate all licenses granted by Licensor under this EULA.

9. **No Maintenance.** Licensor is not responsible for and shall not owe any obligation to Licensee to provide any additional software, or any translations, maintenance, upgrades, supplements, improvements or any "add-ons" to the Software or Documentation.

10. **Compliance.** Licensee agrees to comply with all applicable federal, state and municipal statutes, ordinances, rules and regulations, including, without limitation, the rules and regulations under the U.S. Export Administration Act and the U.S. Foreign Corrupt Practices Act, as the same may be amended from time to time.

11. Miscellaneous.

11.1. Waiver. Any waiver of any breach of this EULA shall not be deemed to constitute a waiver of any subsequent breach of the same or any other provision of this EULA.

11.2. Severability. If any provision of this EULA is declared or found to be illegal, unenforceable or void, then both Licensor and Licensee shall be relieved of all obligations arising under such provision, but only to the extent that such provision is illegal, unenforceable or void. In any such event, it is the intent and agreement of Licensor and Licensee that this EULA shall be deemed amended by modifying such provision to the minimum extent necessary to make it legal and enforceable while preserving its intent or, if that is not possible, by substituting therefore another provision that is legal and enforceable and achieves the same objective. If the remainder of this EULA shall not be affected by the declaration or finding and is capable of substantial performance, then each provision not so affected shall be enforced to the extent permitted by law.

11.3. Entire Agreement. This EULA, constitutes the entire agreement of Licensor and Licensee with respect to the subject matter of this EULA, superseding in all respects any and all prior proposals, negotiations, understandings, writings, communications and agreements, whether oral or written, between Licensor and Licensee. If there is a

conflict between this EULA and any exhibit or appendix attached hereto, such exhibit or appendix shall prevail. This EULA may be amended only by a written instrument executed by both Licensor and Licensee.

11.4. Interpretation. Headings in this EULA are for convenience only and shall not be deemed to be legally binding text. Singular and plural terms shall be deemed interchangeable, unless the context otherwise requires.

11.5. Applicable Law and Jurisdiction. THIS EULA SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CONNECTICUT, WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES THAT MAY DICTATE A CONTRARY RESULT. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS AND THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT, AND ANY ADAPTATIONS THEREOF ADOPTED BY ANY JURISDICTION, SHALL NOT APPLY. WITH RESPECT TO ACTIONS ARISING UNDER THIS LICENSE, EACH OF LICENSOR AND LICENSEE HEREBY: (1) SUBMIT TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT SEATED IN ORLANDO, FLORIDA AND ENCOMPASSING SUCH CITY IN ITS TERRITORIAL JURISDICTION; AND (2) WAIVE ANY CLAIM THAT ANY SUCH COURT IS AN INCONVENIENT FORUM.

11.6. Limitation on Actions. No action seeking damages or other compensation, regardless of the form of such action or the form or extent of such damages or compensation, arising out of this EULA may be brought more than two (2) years after such cause of action has arisen.

12. Definitions. For purposes of this EULA:

12.1. "Documentation" means all documents, made available by Licensor to Licensee pertaining to the Software, including all amendments or updates thereto made or provided by or on behalf of Licensor.

12.2. "A2A Simulations Website" means the website at <http://www.a2asimulations.com/> or at any successor uniform resource locator designated by Licensor.

12.3. "Software" means all or any part of the A2A Simulations computer program as particularly described at the A2A Simulations Website, including, without limitation: (1) the operating executable software; (2) any related instructions or statements in machine-readable form; (3) any database in machine-readable form; and (4) any and all copies of the foregoing.

12.4. "Term" means the period of time commencing on the date of Licensee's electronic agreement to be bound by the terms and conditions of this EULA and ending upon termination of this EULA as provided in Article 8.

12.5. "Use," whether in initial capitalized form or not and including any form of such word as a noun or a verb, as relates to the Software, means: (1) copying of same into a computer for processing; (2) storing of same in a computer; (3) transmission of same through a computer; (4) display of same on a computer; and/or (5) processing of same by a computer.

BY PURCHASING OR USING THIS SOFTWARE YOU HEREBY ACKNOWLEDGE THAT YOU HAVE READ THIS EULA, UNDERSTAND THE EULA AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS EULA.