UNIVERSAL AVIONICS SYSTEMS CORPORATION
SOFTWARE END USER LICENSE AGREEMENT

IMPORTANT: PLEASE READ THIS END USER LICENSE AGREEMENT CAREFULLY. UNIVERSAL AVIONICS SYSTEMS CORPORATION ("UNIVERSAL") IS WILLING TO LICENSE THE SOFTWARE TO YOU ONLY UPON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS LICENSE AGREEMENT. BY INSTALLING OR USING THE SOFTWARE YOU ARE BINDING YOURSELF AND THE BUSINESS ENTITY THAT YOU REPRESENT (COLLECTIVELY, "CUSTOMER") TO THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, THEN UNIVERSAL IS UNWILLING TO LICENSE THE SOFTWARE TO YOU AND YOU ARE NOT PERMITTED TO DOWNLOAD, INSTALL, OR USE THE SOFTWARE.

The following terms of this End User License Agreement ("**Agreement**"), govern Customer's access to and use of the Software.

For the purposes of this Agreement, the term "**Software**" shall include (i) software developed by Universal and/or provided by Universal to Customer, (ii) documentation including all written information (whether contained in user or technical manuals, training materials, specifications, or otherwise) pertaining to the Software and made available by Universal with the Software in any manner (including, but not limited to, CD-ROM or online), and (iii) updates and upgrades, if any, provided to Customer under this Agreement.

1. LICENSE SUPPORT

1.1 LICENSE. Subject to Customer's compliance with this Agreement and the timely payment of fees by Customer (if applicable as set forth in a separate written agreement between Customer and Universal), Universal grants to Customer a limited, personal, non-exclusive, non- transferable, non-sublicensable license during the term of this Agreement to use the Software solely for Customer's internal purposes. Unless otherwise agreed in writing by Universal, Customer is provided with one (1) copy of the Software (independent of the means of transmission).

1.2 SUPPORT and MAINTENANCE.

1.2.1 During the term of this Agreement, Universal will use commercially reasonable efforts to provide Customer with updates to the Software at Universal's sole discretion, and answer Customer's questions during normal business hours on the installation and operation of the Software.

1.2.2 Universal may elect to make changes to any of the features and functions of the Software at any time. Support may not be available for any version or release of the Software other than the then-current version and release.

1.2.3 Updates and any upgrades that Universal may elect to issue may be accompanied by additional terms and conditions and may require the payment of an additional fee.

2. **USE RESTRICTIONS**. Customer will not, and will not permit, assist, encourage, or enable any third party to:
    a. access or use the Software, in whole or in part, except as expressly provided in this Agreement;
    b. use the Software for any purpose that is illegal, unauthorized, or beyond the scope of its intended use;
    c. reproduce, duplicate, copy (except for strictly backup purposes), sell, resell, lend, loan, lease, license, sublicense, or exploit for any commercial purpose any portion of the Software;
    d. reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for or trade secrets contained in the Software;
    e. alter, modify, or create derivative works of the Software in whole or in part;
    f. attempt to circumvent or overcome any technological protection measures intended to restrict access to any portion of the Software, except as expressly permitted by law for purposes of interoperability;
    g. use any robot, bot, spider, crawler, scraper, or other automated means or interface not provided by us to access the Software or to extract data;
    h. use the Software to post or transmit any material or data that contains any viruses, Trojan horses, worms, time bombs, cancelbots, malware, adware, or other computer programming routines that may damage, interfere with, surreptitiously intercept, or expropriate any system or data; or
    i. develop any third-party applications that interact with the Software without prior written consent from Universal.

3. **UNIVERSAL CONTENT.** Between Customer and Universal, all text, audio, video, graphics, charts, photographs, interfaces, icons, computer code, data, trademarks, logos, slogans, documentation, other components and content, included directly in or by link or other reference through the Software (collectively, "**Universal Content**") is exclusively owned by Universal.

4. **OWNERSHIP.** Universal retains all rights, title, and interest in and to the Software and Universal Content, including all copyright, patent, trademark, trade secret, and other intellectual property rights therein. There are no implied rights or licenses granted to Customer under this Agreement except as expressly contained herein.

5. **CONFIDENTIALITY.** Customer acknowledges and agrees that use of the Software is furnished to Customer on a confidential basis for the sole and exclusive use of Customer and not for resale. Customer shall not publish, disclose, or otherwise divulge to any person, at any time, either during or after the term of this Agreement, any non-public information or benchmark studies (including, without limitation, any passwords or other access codes provided by Universal), without the prior written consent of Universal. Customer shall implement reasonable security measures to protect the confidentiality of the Software.

6. **TERMINATION.** This Agreement shall commence upon Customer's acceptance of this Agreement or access to or use of the Software (the "**Effective Date**") and remain effective until terminated. Customer may terminate this Agreement any time by uninstalling the Software. Universal may terminate this Agreement without cause upon ten (10) days' prior written notice. In addition, Universal may terminate this Agreement immediately and without prior notice for any breach of this Agreement by Customer, including without limitation failure to timely pay any amounts due to Universal. Upon the termination of this Agreement for any reason, all licenses and rights granted to Customer under this Agreement shall immediately cease, and Customer shall immediately uninstall the Software and destroy or delete any and all copies of the Software in all forms and types of media and promptly confirm in writing to Universal that Customer has done so. All provisions of this Agreement that by their nature are intended to extend beyond the termination or expiration of this Agreement for any reason shall survive the termination or expiration of this Application, including without limitation, confidentiality and indemnification obligations of Customer, and all limitations of liability and disclaimers.

7. **WARRANTIES BY CUSTOMER**. Customer represents and warrants that (i) Customer has the legal right and authority to enter into this Agreement; (ii) Customer is familiar with and will comply in all respects with all laws, regulations, and administrative requirements applicable to the Software, including, without limitation, the Foreign Corrupt Practices Act, as amended, the International Traffic in Arms Regulations, the Export Administration Regulations ("**EAR**"), the antiboycott and embargo regulations and guidelines issued under the EAR, and the regulations of the United States Department of the Treasury, Office of Foreign Assets Control; (iii) Customer is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; (iv) Customer is not listed on any U.S. Government list of prohibited or restricted parties; (v) Customer is in compliance and will remain in compliance with the laws of the jurisdiction in which the Software is obtained; and (vi) it is in compliance with and will remain in compliance with any third party terms of agreement for any third party service necessary when using the Software (such as that of your wireless data provider).

8. **EXPORT CONTROL.** These items are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s). They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. Government or as otherwise authorized by U.S. law and regulations.

9. **DISCLAIMER; NO WARRANTY.** UNIVERSAL DOES NOT WARRANT OR GUARANTEE THAT THE SOFTWARE OR THE UNIVERSAL CONTENT WILL BE USABLE, UNINTERRUPTED, OR ERROR-FREE. CUSTOMER'S USE OF THE SOFTWARE AND UNIVERSAL CONTENT IS AT CUSTOMER'S SOLE RISK. THE SOFTWARE, INCLUDING ALL UNIVERSAL CONTENT, IS PROVIDED ON AN "AS IS"AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, UNIVERSAL HEREBY DISCLAIMS ANY AND ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH REGARD TO THE SOFTWARE, UNIVERSAL CONTENT, AND ANY OTHER SUBJECT MATTER OF THIS AGREEMENT, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANYWARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE. UNIVERSAL MAKES NO WARRANTY OR REPRESENTATION THAT THE SOFTWARE IS APPROPRIATE OR AVAILABLE FOR USE IN ANY PARTICULAR JURISDICTION; TO THE EXTENT THAT CUSTOMER CHOOSES TO ACCESS OR USE THE SOFTWARE, CUSTOMER DOES SO AT CUSTOMER'S OWN INITIATIVE AND IS RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE LOCAL LAWS AND REGULATIONS. UNIVERSAL DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES ABOUT ANY DATA AND INFORMATION MADE AVAILABLE IN THE SOFTWARE, INCLUDING BUT NOT LIMITED TO REGARDING ITS ACCURACY, USEFULNESS OR AVAILABILITY.

10. **INDEMNIFICATION.** To the fullest extent permitted by applicable law, Customer agrees to indemnify, defend, and hold harmless Universal and its directors, officers, employees, shareholders, agents, dealers, and licensors (the "**Universal Parties**") from and against any and all charges, claims, damages, losses, costs, liabilities, and expenses (including attorneys' fees) incurred as a result of or arising from any claim, complaint, allegation, lawsuit or demand arising out of or relating in any way to (a) Customer's access to or use of the Software; (b) Customer's violation of the Agreement; (c) Customer's violation of the rights of another, including without limitation, any intellectual property right, publicity, confidentiality, privacy, or propriety right; or (d) Customer's violation of any statutes, codes, ordinances, laws, rules, or regulations.

11. **LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE UNIVERSAL PARTIES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR ANY INJURY TO PERSON OR PROPERTY; DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF PROFITS, LOSS OF DATA, OR LOSS OF BUSINESS INFORMATION; PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; OR FOR ANY PECUNIARY OR OTHER LOSS WHATSOEVER, HOWEVER CAUSED, ARISING UNDER OR AS A RESULT OF THIS AGREEMENT OR IN CONNECTION WITH THE SOFTWARE WHETHER BASED ON CONTRACT, WARRANTY, TORT, STRICT LIABILITY, OR

OTHERWISE, REGARDLESS OF WHETHER UNIVERSAL HAS BEEN ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE UNIVERSAL PARTIES IN CONNECTION WITH THIS AGREEMENT EXCEED THE SUM OF ONE HUNDRED US DOLLARS (US$1000.00) IN THE AGGREGATE.

12. **GENERAL.** This Agreement shall be governed by the laws of the State of Arizona, without regard to conflict of laws principles, and the state and federal courts located in Pima County, Tucson, Arizona, USA, shall have sole jurisdiction over any dispute arising hereunder, and the parties hereby consent to the personal jurisdiction of such courts. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Neither this Agreement, nor any rights hereunder, may be assigned by operation of law or otherwise, in whole or in part, by Customer without the prior, written permission of Universal. Any purported assignment without such permission shall be void. Any waiver of any rights of Universal under this Agreement must be in writing, signed by Universal, and any such waiver shall not operate as a waiver of any future breach of this Agreement. This Agreement was drafted in the English language. Any translations of this Agreement are solely for your convenience and the English version of this Agreement will be controlling.

13. **ENTIRE AGREEMENT**. This Agreement, together with any applicable written agreement between Customer and Universal setting forth the fees for the Software, is the entire agreement between Universal and Customer with respect to this subject matter, and supersedes any and all prior or contemporaneous, conflicting, or additional communications, negotiations, or agreements regarding Customer's access to or use of the Software.

14. **CONTACT**. Any questions, complaints, claims, or support issues with respect to the Software should be directed to Universal via the website below and not to any other person or entity:

    https://universalavionics.com/home/contact/contact-support

15. **APPLE SPECIFIC TERMS**. The terms and conditions set forth below shall apply if and only if Customer acquires the Software through Apple.

16. **PARTIES**. Customer understands and agrees that this Agreement is solely between Universal and Customer and Apple is not responsible or liable for the Software or the Universal Content, or for addressing any claims relating to Customer's use or possession of the Software, including but not limited to (i) product liability claims, (ii) any claim that the Software fails to conform to any applicable legal or regulatory requirement, or (iii) claims arising under consumer protection or similar legislation. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Software.

17. **THIRD-PARTY BENEFICIARY**. Apple and Apple's subsidiaries are third-party beneficiaries of this Agreement, and upon the Effective Date Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against Customer as a third-party beneficiary of this Agreement.

18. **SCOPE OF LICENSE**. Customer will only access or use the Software on any Apple mobile device that Customer owns or controls, as permitted by the Usage Rules in the Apple Media Services Terms and Conditions, except that the Software may be accessed and used by other accounts associated with Customer via Family Sharing or volume purchasing.

19. **APPLE RESPONSIBILITIES**. In the event the Software fails to conform to any applicable warranty, Customer may notify Apple and Apple will refund any purchase price, if applicable, for the Software. To the maximum extent permitted by applicable law, Apple will have no other warranty, maintenance, or support obligation whatsoever with respect to the Software, and Apple has no responsibility for any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty. Universal, not Apple, is responsible for addressing any claims relating to the Software or Customer's use of the Software.

20. **INFRINGEMENT**. In the event of any third-party claim that the Software or Customer's use of the Software

infringes any third party's intellectual property rights, Apple will not be responsible in any way for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

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