

END-USER SOFTWARE LICENSE AGREEMENT

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THIS END-USER LICENSE AGREEMENT ("EULA") IS A LEGALLY ENFORCEABLE CONTRACT BETWEEN YOU ("CUSTOMER" OR "YOU") AND FEELTHERE, INC. IF YOU ARE UNDER THE AGE OF MAJORITY IN YOUR JURISDICTION OR EIGHTEEN (18) YEARS OF AGE, WHICHEVER IS OLDER, PLEASE ASK YOUR PARENT OR GUARDIAN TO READ AND ACCEPT THIS AGREEMENT ON YOUR BEHALF BEFORE YOU USE THE PROGRAM. BY OPENING THIS PACKAGE, DOWNLOADING, INSTALLING, OR USING THE PROGRAM OR "CLICKING TO ACCEPT," YOU ACCEPT TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS, YOU ARE NOT PERMITTED TO INSTALL, COPY, OR USE THE PROGRAM. TO REJECT THESE TERMS, YOU MUST NOT "CLICK TO ACCEPT" THESE TERMS OR INSTALL, COPY, OR USE THE PROGRAM.

IF YOU ARE A UNITED STATES RESIDENT OR A RESIDENT OF A COUNTRY IN NORTH, CENTRAL OR SOUTH AMERICA, TO THE FULLEST EXTENT PERMITTED BY LAW, THIS AGREEMENT CONTAINS A BINDING INDIVIDUAL ARBITRATION AND CLASS ACTION WAIVER PROVISION IN SECTION 8 THAT AFFECTS YOUR RIGHTS UNDER THIS AGREEMENT AND WITH RESPECT TO ANY "DISPUTE" (AS DEFINED IN SECTION 8) BETWEEN YOU AND FEELTHERE, INC.. YOU HAVE A RIGHT TO OPT OUT OF THE BINDING ARBITRATION AND CLASS ACTION WAIVER PROVISIONS AS DESCRIBED IN SECTION 8.

IN CASE OF DISCREPANCIES BETWEEN THE ENGLISH TEXT VERSION OF THIS AGREEMENT AND ANY TRANSLATION, THE ENGLISH VERSION SHALL PREVAIL.

IMPORTANT NOTICE CONCERNING PRODUCT ACTIVATIONS:

Where a CD key, activation key or registration code ("CD Key") is required to install this Software Product and/or to access any on-line or multiplayer game play, this cannot be reproduced or replaced. It is the responsibility of the original purchaser to keep this activation key or registration code secure. Lost, stolen or damaged CD keys and codes cannot be replaced and no refunds or replacement copies of the Software Product will be provided.

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2. RESTRICTIONS

a. You may use the Software for private entertainment purposes only, and may not use this software to conduct training, aircraft familiarization or other training scenarios without acquiring a commercial support license from FeelThere, Inc. in advance.

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c. You cannot charge non-licensed or licensed owners of this Software for use of this Software, training in conjunction with this Software, or while using this Software to demonstrate any technique or process that may be considered training or familiarization.

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program listings, object code and source code) to any person without our prior written consent.

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b. you have no intellectual property rights in or to the Software other than the right to use the Software in accordance with the terms of this EULA.

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TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL FEELTHERE, INC. BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT OR DAMAGES RESULTING FROM POSSESSION, USE, OR MALFUNCTION OF THE PROGRAM, INCLUDING DAMAGES TO PROPERTY, COMPUTER FAILURE OR MALFUNCTION AND, TO THE EXTENT PERMITTED BY LAW INCLUDING LOST DATA, LOST REVENUES OR LOST PROFITS, ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FEELTHERE EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR THE LOSS OR DAMAGE, INCLUDING PERSONAL INJURY OR DEATH, RESULTING FROM THE USE OF THE SOFTWARE PRODUCT.

IN NO EVENT SHALL FEELTHERE, INC.'S LIABILITY UNDER THIS AGREEMENT EXCEED THE SUM OF ANY AMOUNTS PAID HEREUNDER BY YOU TO FEELTHERE, INC. OR ANY THIRD-PARTY SUPPLIER.

SOME JURISDICTIONS DO NOT ALLOW FOR CERTAIN LIMITATIONS OF LIABILITIES OR WARRANTIES, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

FEELTHERE, INC. RESERVES THE RIGHT TO MODIFY THIS DOCUMENT AT ANY TIME WITHOUT OBLIGATION TO NOTIFY ANYONE.

REFUNDS FOR DIGITALLY DELIVERED SOFTWARE WILL BE MADE ONLY IN ACCORDANCE WITH FEELTHERE, INC. POLICY AS STATED ON THE FEELTHERE, INC. WEBSITE.

5. INDEMNITY

You agree to defend, indemnify, and hold us, our officers, directors, shareholders, employees and agents harmless from and against any claims, actions or demands, including, without limitation, reasonable legal and accounting fees, arising or resulting from your breach of this EULA or your uploading of, access to, or use or misuse of the Software.

6. TERMINATION

The license will terminate automatically if you fail to comply with the terms, conditions, or limitations contained in this EULA, including the payment of applicable license or other fees. You may terminate this EULA at any time (with no obligation on the part of FeelThere, Inc.) by destroying all copies of the Software, deleting any copies of the Software from your hard drives, ceasing all use of the Software and documentation; and providing satisfactory proof to FeelThere, Inc. that you have done so. The disclaimer of warranty and limitations on liability contained in Section 4 shall continue in force even after your rights to use the Software are terminated.

7. GENERAL/MISCELLANEOUS CLAUSES

This EULA shall be governed by and constructed under the laws of the State of California, United States. If any provision of this EULA is held to be unenforceable, the remaining provisions shall remain in full force and effect.

If the binding arbitration terms of Section 8 do not apply or are not enforceable on any Dispute, both parties submit to personal jurisdiction in California, United States, and further agree that such Dispute shall be brought in a court within Orange County, California, United States. If any provision of this Agreement shall be held invalid or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it valid and enforceable, and the validity and enforceability of all other provisions of this Agreement shall not be affected thereby. This

Agreement constitutes the entire agreement between the parties related to the subject matter hereof and supersedes all prior agreements, representations, warranties or understandings between you and FeelThere, Inc. (whether negligently or innocently made), and all prior or contemporaneous negotiations and commitments of the parties, all of which are merged herein. Sections 2, 3, 4, 5, 7, and 8 survive the termination of this agreement.

We may transfer our rights and obligations under these terms to another organization. You may only transfer your rights or your obligations under this EULA to another person if we agree in writing.

If we do not insist immediately that you do anything you are required to do under this EULA, or if we delay in taking steps against you in respect of your breaking this EULA, that will not mean that you do not have to do those things and it will not prevent us from taking steps against you at a later date.

8. BINDING INDIVIDUAL ARBITRATION FOR CERTAIN RESIDENTS

The following terms in this Section 8, to the fullest extent permitted under law, only apply to you if you are a resident of the United States or a country in North, Central or South America.

The term "Dispute" means any dispute, claim, or controversy between FeelThere, Inc. or any of its current or former affiliates, including parents and subsidiaries, and any predecessor or successor entity to any of the foregoing, or any of its officers, directors, employees, or agents (collectively, "FeelThere Entity") and you regarding the Software, or the advertising, marketing, licensing or use of the Software, whether based in contract, statute, regulation, ordinance, tort (including fraud, misrepresentation, fraudulent inducement, or negligence), or any other legal or equitable theory, and includes the validity, enforceability or scope of this Section 8 (with the exception of the enforceability of the Class Action Waiver clause below). "Dispute" has the broadest possible meaning that will be enforced.

If you have a Dispute (other than one described as excluded from arbitration below) with any FeelThere Entity that cannot be resolved through negotiation as required below, you and the FeelThere Entity must seek resolution of the Dispute only through arbitration of that Dispute according to this Section 8's terms, and not litigate that Dispute in court. Arbitration means that the Dispute will be resolved by a neutral arbitrator instead of in a court by a judge or jury.

YOU AND FEELTHERE ENTITY AGREE THAT ANY CLAIM FILED BY YOU OR BY FEELTHERE ENTITY IN SMALL CLAIMS COURT IS NOT SUBJECT TO THE ARBITRATION TERMS CONTAINED IN THIS SECTION 8.

IF YOU DO NOT WISH TO BE BOUND BY THE BINDING ARBITRATION AND CLASS ACTION WAIVER IN THIS SECTION 8, YOU MUST NOTIFY FEELTHERE, INC. IN WRITING WITHIN 30 DAYS OF THE DATE THAT YOU FIRST PURCHASE OR DOWNLOAD THE SOFTWARE (WHICHEVER IS EARLIER). YOUR WRITTEN NOTIFICATION MUST BE MAILED TO FEELTHERE, INC., 1968 S. COAST HWY. #1973, LAGUNA BEACH, CA 92651, UNITED STATES, AND MUST INCLUDE: (1) YOUR NAME, (2) YOUR ADDRESS, (3) YOUR USERNAME OR SIGN-IN ID IF YOU HAVE ONE, AND (4) A CLEAR STATEMENT THAT YOU DO NOT WISH TO RESOLVE DISPUTES WITH A FEELTHERE ENTITY THROUGH ARBITRATION.

IF YOU HAVE A DISPUTE WITH FEELTHERE ENTITY, YOU MUST SEND WRITTEN NOTICE TO FEELTHERE, INC., 1968 S. COAST HWY. #1973, LAGUNA BEACH, CA 92651, UNITED STATES, TO GIVE FEELTHERE ENTITY AN OPPORTUNITY TO RESOLVE THE DISPUTE INFORMALLY THROUGH NEGOTIATION.

You agree to negotiate resolution of the Dispute in good faith for no fewer than 60 days after you provide notice of the Dispute. If FeelThere Entity does not resolve your Dispute within 60 days from its receipt of notice of the Dispute, you or FeelThere Entity may pursue your claim in arbitration pursuant to the terms in this Section 8.

ANY DISPUTE RESOLUTION PROCEEDINGS, WHETHER IN ARBITRATION OR COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION OR AS A NAMED OR UNNAMED MEMBER IN A CLASS, CONSOLIDATED, REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL ACTION, UNLESS BOTH YOU AND FEELTHERE ENTITY SPECIFICALLY AGREE TO DO SO IN WRITING FOLLOWING INITIATION OF THE ARBITRATION.

If you or FeelThere Entity elect to resolve your Dispute through arbitration, the party initiating the arbitration proceeding may initiate it with the American Arbitration Association ("AAA"), www.adr.org, or JAMS, www.jamsadr.com. This Section 8's terms govern if they conflict with the rules of the arbitration organization that the parties select.

The Federal Arbitration Act ("FAA") governs the arbitrability of all disputes involving interstate commerce. However, applicable federal or state law may also apply to the substance of a Dispute. For claims of less than \$75,000, the AAA's Supplementary Procedures for Consumer-Related Disputes apply including the schedule of arbitration fees set forth in section C-8 of the foregoing; for claims over \$75,000, the

AAA's Commercial Arbitration Rules and relevant fee schedules for non-class action proceedings apply.

The AAA rules are available at www.adr.org or by calling 1-800-778-7879.

The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. The arbitrator's award will be binding and final, except for any right of appeal provided by the FAA, and may be entered in any court having jurisdiction over the parties for purposes of enforcement.

You or FeelThere Entity may initiate arbitration in either Orange County, California, United States or the county in which you reside if you reside in the United States. If you select the county of your residence, FeelThere Entity may transfer the arbitration to Orange County, California, United States if it agrees to pay any additional fees or costs you incur as a result of the change in location as determined by the arbitrator.

If any clause within this Section 8 (other than the Class Action Waiver clause above) is illegal or unenforceable, that clause will be severed from this Section 8, and the remainder of this Section 8 will be given full effect. If the Class Action Waiver clause is found to be illegal or unenforceable, this entire Section 8 will be unenforceable, and the Dispute will be decided by a court.