

## END-USER SOFTWARE LICENSE AGREEMENT

This End-User License Agreement ("EULA") pertains to FeelThere, Inc.'s copyright-protected computer software (the "Software") in the package containing CD-ROMs, diskettes, associated media, printed materials, electronic distribution files or electronic documentation. Please read the terms and conditions of this End-User License Agreement ("EULA") before installing or using the Software.

This End-User License Agreement ("EULA") is a legally enforceable contract between you ("Customer" or "you") and FeelThere, Inc. By clicking "I agree", installing, copying, or otherwise using any part of the Software or any associated media, any printed materials, or any online or electronic documentation, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, do not use the Software.

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.

### 1. GRANT OF NON-EXCLUSIVE, LIMITED LICENSE

The Software and related documentation is licensed, not sold. Any rights not clearly and expressly granted to you under this EULA are reserved to FeelThere, Inc. Provided you have paid all applicable fees, registered the Software with FeelThere, Inc, and otherwise complied with this EULA, FeelThere, Inc. grants you a personal, non-exclusive, non-transferable license to use the Software on the terms of this EULA. Specifically, for so long as you are in compliance with the provisions of this EULA, FeelThere, Inc. grants you the non-exclusive limited right and license to install one copy of the Software into and use it on a single hard drive which is under your custody and control and which meets the specifications referred to in the manual for your own private and domestic use only.

Installation will require internet access and you will be required to register the Software, after which you will be assigned a token to identify you and the specific installation. It is your responsibility to keep this token secure.

We may update or require you to update the Software, provided that the Software shall always match the description of it that we provided to you before you licensed it.

### 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.

b. You may not use this Software to maintain currency for any aircraft certification requirement or training program. You may not list this Software as meeting qualification for any training cycle.

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.

d. You may not alter, reverse engineer, disassemble, de-compile or create derivative works based on the whole or any part of the Software nor attempt to do any such thing or otherwise modify any portion of this Software except as described in this license.

e. You may not use this Software for any purpose other than personal entertainment and gaming and you are not permitted to make an commercial use or exploitation of the Software in any manner whatsoever.

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h. You may not provide, or otherwise make available, the Software in any form, in whole or in part (including, but not limited to, program listings, object and source program listings, object code and source code) to any other person or on more than one computer or hard drive without our prior written consent.

i. You may not remove, disable or circumvent any security protections or any technical measures that control access to the Software and/or are designed to prevent or inhibit the infringement of any copyright or other intellectual property right in the Software.

j. You may not export or re-export the Software or any copy or adaptation in violation of any applicable laws or regulations.

Furthermore, you agree that you shall abide by any of the safety information, maintenance instructions or other relevant notices contained in the manual that is included with the Software.

**3. INTELLECTUAL PROPERTY RIGHTS.** You acknowledge that:

a. all intellectual property rights in and to the original created components of the Software (including but not limited to any images, photographs, animations, video, audio, music, and text incorporated into the Software), and any copies of the Software are owned by FeelThere, Inc. or its third party suppliers; and

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.

**4. WARRANTY, REMEDY, AND LIMITATIONS**

THE SOFTWARE AND THE DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FEELTHERE, INC. DISCLAIMS ALL OTHER

REPRESENTATIONS, WARRANTIES, CONDITIONS OR OTHER TERMS, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THIS SOFTWARE REMAINS WITH YOU. WITHOUT LIMITING THE FOREGOING, FEELTHERE, INC. DOES NOT WARRANT THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT THE SOFTWARE WILL BE COMPATIBLE WITH ANY OTHER PRODUCT, THAT THE SOFTWARE WILL WORK PROPERLY ON ALL DEVICES, THAT FEELTHERE, INC. WILL REPAIR ANY ERRORS IN THE SOFTWARE PRODUCT, OR THAT THE THIRD-PARTY PLATFORM FROM WHICH YOU PURCHASE, OPERATE, OR UPDATE THE SOFTWARE WILL FUNCTION PROPERLY. FEELTHERE, INC. MAY, AT ITS SOLE DISCRETION, DISCONTINUE SUPPORTING THE SOFTWARE AT ANY TIME, AND FEELTHERE, INC. HAS NO LIABILITY FOR SUCH DISCONTINUANCE.

IN NO EVENT WILL FEELTHERE, INC. BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT OR OTHER SPECIAL DAMAGES, INCLUDING LOST DATA, LOST REVENUES OR LOST PROFITS, ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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.

Nothing in this EULA shall limit or exclude FeelThere, Inc.'s liability to you for negligence for death or personal injury, to the extent such exclusion or limitation is unlawful, unenforceable or void under any applicable law.

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. All provisions of this EULA relating to disclaimers of warranties, limitations of liability, remedies, or damages and

FeelThere, Inc.'s proprietary rights, choice of law and jurisdiction, indemnity and miscellaneous shall survive termination.

#### 7. GOVERNING LAW AND DISPUTE RESOLUTION

If you acquired the Software in the United States, this EULA shall be governed by and constructed under the laws of the State of California, regardless of conflict of laws principles. If you acquired the Software in any other country, the laws of that country apply.

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.

#### 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](http://www.adr.org), or JAMS, [www.jamsadr.com](http://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](http://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.

## 9. MISCELLANEOUS CLAUSES

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.

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.

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.

FeelThere, Inc reserves the right to amend this EULA at any time, at its sole discretion, but will post such changes on its website. Your continued use of the Software will constitute your acceptance of any and all such changes to the terms of this EULA.

## RETURN POLICY

FeelThere, Inc. does not typically accept refunds or returns on any of its digital products due to copyright and licensing restrictions.

However, we understand that problems may occur with installation due to a defective product. If the downloaded product's installer is defective and does not function as intended to enable installation of the Software, please contact FeelThere's support team at [support@feelthere.zendesk.com](mailto:support@feelthere.zendesk.com) or at the FeelThere support desk within 14 days of purchase. Similarly, where the Software is recorded on a physical medium supplied by FeelThere, and the physical medium has a defect preventing installation, please contact FeelThere's support team within 14 days of purchase.

We are committed to helping you overcome any installation issue and to provide a working installer of the product. If our technical support team confirms the issue with installation and we are unable to remedy the problem within 30 days, a store credit or an exchange may be offered at our discretion.

Please note that any issues arising from bugs or malfunctions within the software post-installation are not considered to fall under the category of "defective" products. We assure you that we take all software bugs seriously and actively work to patch and improve our games regularly.

Furthermore, if you have purchased a FeelThere product through a third-party seller, your purchase is subject to that seller's return policy. In case of any disputes or refund requests, you would need to contact the third-party seller directly.

European Union and UK customers have a right of withdrawal from certain transactions under the terms of their respective laws. European and UK law provides a 14-day right of withdrawal on software sales. This statutory right of withdrawal ends 14 days after your purchase or the moment you start downloading the content and services for the first time or once you open boxed software.

FEELTHERE, INC. reserves the right to modify this document at any time without obligation to notify anyone.