## Pitch RTIdriver™ End User License Agreement

This End User License Agreement, including all appendices attached hereto, ("**Agreement**") sets forth the terms and conditions relating to the licensing by Pitch Technologies AB, ("**Pitch**") of the accompanying Pitch RTIdriver software and documentation, ("**Software**"). By signing this Agreement or by installing, copying or otherwise using the Software (the earliest of such acts constituting the effective date of this Agreement), you ("**Licensee**") agree to be bound by the terms of this Agreement.

1. Limited License Grant for License Holders of Pitch Developer Studio. Subject to Licensee timely paying Pitch, or its authorized representative, the applicable license fees for Pitch Developer Studio, and to Licensee's continued compliance with the terms and conditions of the Pitch Developer Studio End User License Agreement as well as this Agreement, Pitch hereby grants to Licensee a non-exclusive, non-transferable, limited license to use the Software, in machine readable form only, for Licensee's business use. If applicable license fees have not been paid in full in accordance with the terms agreed upon by Licensee and Pitch, Licensee's rights hereunder will be terminated and Pitch may refuse to provide information necessary to facilitate further use of the Software. Furthermore:

The Licensee may install and use one copy of the RTldriver software on one single computer. This shall be the same computer as the Pitch Developer Studio is installed on.

The Licensee may redistribute unmodified copies of the RTIdriver software under the following conditions:

- (a) The RTIdriver may only be redistributed together with an application developed using Pitch Developer Studio and
- (b) This Pitch RTIdriver End User License Agreement shall be included with the aforementioned application and
- (c) The documentation for the aforementioned application shall include the following statement: "This Software contains the RTIdriver component sublicensed from Pitch Technologies. All rights reserved. Read the Pitch RTIdriver End User License Agreement, included with your application, for more information." and
- (d) The software shall print out the same statement either on startup in a console window or in an "About" dialog box in the graphical user interface.

Licensee shall not copy, alter, modify or adapt the Software or any part thereof, except that Licensee may make one archival copy of the Software for backup use. Licensee shall not translate, reverse engineer, decompile, disassemble, decrypt, extract or create derivative works of or from the Software or any part thereof. Licensee shall not remove or modify any proprietary markings or restrictive legends placed on the Software. The Software is licensed, not sold. Licensee shall not sublicense, re-lease, transfer or distribute the Software, whether by license, loan, rental, sale or otherwise in whole or in part with the above exception.

- 2. Limited License Grant for Other Users than Above. Pitch hereby grants to Licensee a non-exclusive, non-transferable, limited license to use the Software, in machine readable form only, for Licensee's business use. Furthermore:
  - (a) The Licensee may install and use one copy of the RTIdriver software on one single computer. This shall be the same computer as an application developed using a properly licensed copy of Pitch Developer Studio is installed on. The RTIdriver may only be used together with an application developed using Pitch Developer Studio or developed by Pitch Technologies.

Licensee shall not copy, alter, modify or adapt the Software or any part thereof, except that Licensee may make one archival copy of the Software for backup use. Licensee shall not translate, reverse engineer, decompile, disassemble, decrypt, extract or create derivative works of or from the Software or any part thereof. Licensee shall not remove or modify any proprietary markings or restrictive legends placed on the Software. The Software is licensed, not sold. Licensee shall not sublicense, re-lease, transfer or distribute the Software, whether by license, loan, rental, sale or otherwise in whole or in part.

- 3. **Ownership.** Licensee acknowledges and agrees that the Software is protected by trade secret, copyright and other proprietary rights, and that any and all such rights to and in the Software vest and shall remain vested in Pitch and its licensors. Pitch reserves all rights not expressly granted herein.
- 4. **Confidentiality**. Licensee shall keep the Software confidential, except for any information that is (a) generally available or known to the public, (b) disclosed through no act or omission of Licensee or any of its employees or agents, (c) lawfully disclosed to Licensee by a third party not under any confidentiality obligation, and (d) disclosed as required by a court or similar tribunal.
- 5. Trademarks and Logos. This Agreement does not authorize Licensee to use any Pitch name, trademark or logo. Licensee acknowledges that Pitch owns the the Pitch Developer Studio trademark and all Pitch Developer Studio related trademarks, logos and icons ("Pitch Developer Studio Marks") and agrees to: (i) not do anything harmful to or inconsistent with Pitch's rights in the Pitch Developer Studio Marks; and (ii) assist Pitch in protecting those rights, including assigning to Pitch any rights acquired by Licensee in any Pitch Developer Studio Mark.
- 6. **Disclaimer of Intended Use.** Licensee expressly acknowledges and agrees that the Software is intended only to assist in modeling and/or simulation. The Software is not designed or intended for any other purposes, including but not limited to use (a) in control of aircraft, air traffic, aircraft navigation or aircraft communications, or (b) for the design, construction, operation or maintenance of any nuclear facility. Licensee shall not use the Software in any such application or for any such purpose.
- 7. Disclaimer of Warranty. Software is provided "AS IS," without a warranty of any kind.
- 8. Limitation of Liability. NEITHER PITCH OR ITS LICENSORS SHALL BE LIABLE FOR ANY DAMAGES SUFFERED BY LICENSEE OR ANY THIRD PARTY AS A RESULT OF ANY MISUSE OF THE SOFTWARE, IMPROPER INSTALLATION, ALTERATION OR MODIFICATION BY LICENSEE, OR PROBLEMS ARISING OUT OF THE MALFUNCTION OF LICENSEE'S EQUIPMENT OR ANY THIRD PARTY SOFTWARE. PITCH'S OR ITS LICENSORS' ENTIRE LIABILITY FOR DAMAGES OR LOSSES BY REASONS OF THE AGREEMENT SHALL BE LIMITED TO DIRECT LOSSES OR DAMAGES AND SHALL IN NO EVENT EXCEED AN AMOUNT CORRESPONDING TO THE LICENSE FEE PAID BY THE END-USER. PITCH OR ITS LICENSORS SHALL IN NO EVENT BE LIABLE FOR DAMAGES OR LOSSES AS A CONSEQUENCE OF SHUTDOWN, LOSS OF OR EFFECT ON DATA, LOSS OF PROFIT, CLAIMS FOR DAMAGES BY A THIRD PARTY OR OTHER INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES OR LOSSES.
- 9. Termination. Licensee may terminate this Agreement at any time upon written notice to Pitch. Pitch may terminate this Agreement and all licenses hereunder immediately upon notice if Licensee fails to comply with any provision of this Agreement. Either party shall have the right to terminate this Agreement immediately if the other party is the subject of a bankruptcy order or becomes insolvent or makes any arrangements or compositions with or assignment for the benefit of its creditors or goes into liquidation, either voluntary or compulsory, or if a receiver or administrator is appointed over its assets. Upon any termination, Licensee will return all copies of the Software to Pitch.
- 10. Assignment. Licensee shall not assign this Agreement, or any license hereunder, without the express written consent of Pitch. Any other attempt to sublicense, assign or transfer this Agreement or any Software shall be void. This Agreement shall inure to the benefit of and is binding upon the respective successors and assigns of each party.
- 12. **Governing Law and disputes.** This Agreement shall be governed by Swedish laws without regard to principles of conflict of laws. Any dispute, controversy or claim arising out of or in connection with this Agreement shall finally be settled by the district court of Linköping (Linköpings tingsrätt), which is always deemed to be a competent court, or by any other competent court.
- 13. **Severability.** If any of the above provisions are held to be in violation of applicable law, void, or unenforceable in any jurisdiction, then such provisions are hereby waived to the extent necessary for this Agreement to be otherwise enforceable in such jurisdiction.
- 14. **Entire Agreement.** This Agreement constitutes the entire understanding between the parties with respect to the Software. There are no representations; promises, warranties or understandings relied upon by either party which are not contained herein. Licensee shall indemnify Pitch from any costs or damages suffered as a result of a breach hereof by Licensee. In any collection action or litigation relating to this Agreement, the prevailing party shall be entitled to recover its costs of collection or litigation, including reasonable attorney fees.