

Terms of Service for Personal use

1. General Terms

Thanks for your interest in Sim Innovations' flight simulation for personal use!

These Terms of Service govern our contractual relationship. The Terms of Service set the terms, rights, restrictions and obligations for using our website siminnovations.com and on purchasing and using our software 'Air Manager' and 'Air Player' (hereinafter: "the Software") and our hardware (hereinafter: "the Hardware").

Please carefully read these Terms of Service before creating an account on our website and before purchasing our Software and/or Hardware. If you create an account or purchase our flight simulation Software, you will be considered to have agreed with these Terms of Service.

2. The Software and Hardware

In case you purchase our Software for personal use, you are granted a personal, non-assignable, non-commercial, non-exclusive license, without the rights to create derivative works, all in accordance with the terms set forth in these Terms of Service and other legal restrictions that may apply in connection with third party software used while running the Software.

You may use our Software for the purpose of (I) running Software on your Device's System, (II) publishing the Software's output to yourself and third Parties, (III) distribute verbatim copies of the Software's output, including compiled binaries, and (IV) modify the Software's community instruments to suit your needs and specifications.

You are not allowed to assign your rights and duties under the license to our Software for personal use and this license may not be used for commercial purposes. You may, for example, not ask third parties to pay to get access to the Software or the device that runs the Software.

You may use our Software and Hardware for flight simulation purposes. Please be aware that it is not designed for the operation in or of aircrafts or other aerial vehicles.

3. Payment and right of withdrawal

Our Software for desktop and Hardware for personal use may be purchased via our website. The Air Manager for iPad can be purchased in the App Store.

If you purchase our Hardware or a license to our Software, you will be asked to pay a purchase price or license fee. It is possible to pay via PayPal, pre-payment on our bank account or any other means which we deem adequate. After you have received our Software or Hardware, you are required to inspect it in accordance with clause 5 (Warranties) to confirm that it is conform our contract. If you find that our Software is not adequate to your needs, it is possible to exercise your right of withdrawal within 14 days after conclusion of the contract by sending us an unequivocal statement.

You may exercise your right of withdrawal to our Hardware within 14 days from the day you have received the Hardware by sending us an unequivocal statement. In case our Hardware is returned for refund or the Hardware ordered is refused prior to shipment or confirmed orders are changed and already charged or payment has been received on our bank account, we will reimburse your payment, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us) within 14 days from the day you informed us about your decision to withdraw from our contract, using the same means of payment as you used for the initial payment. The shipping costs for returning our Hardware will be borne by you.

4. Support and maintenance

We provide support and maintenance via our Wiki page, ticket system (bug report), cockpit builders file database, YouTube channel and the Sim Innovations forum. An overview with direct links can be found on <https://www.siminnovations.com/support>.

We request you to try to reproduce bugs, defects or failures and provide us with details regarding any bug, defect or failure in the Software promptly and to comply with our request for information regarding bugs, defects or failures and furnish us with information, screenshots.

From time to time, we may provide you with Upgrades, Updates or Fixes for our Software, according to our sole discretion. You warrant to keep the Software up-to-date and install all relevant updates and fixes. You may, at your sole discretion, purchase upgrades, at the rates set by us. We shall provide any Updates or Fix free of charge; however, nothing in these Terms of Service shall require us to provide Updates or Fixes.

An Upgrade concerns a material amendment in the Software, which contains new features and major performance improvements and shall be marked as a new version number. For example, if you purchase version 1.X.X of the Software, an Upgrade shall commence under number 2.0.0. An Update shall be a minor amendment in the Software, which may contain new features or minor improvements and shall be marked as a new sub-version number. E.g., if you purchase Software under version 1.0.X, an Upgrade shall launch under number 1.1.0. A Fix shall be a minor amendment in the Software, intended to remove bugs or alter minor features which impair the Software's functionality. A fix shall be marked as a new sub-sub-version number. For example, if you purchase version 1.1.1 of the Software, an Upgrade shall commence under number 1.1.2.

It is possible to request additional features in the Software, provided that you (I) will waive any claim or right in such a feature if the feature is developed by us, (II) will not develop the feature, or disclose such a feature request, or feature, to any third party that is our direct competitor, (III) you warrant that the feature does not infringe any third party patent, trademark, trade-secret or any other intellectual property right; and (IV) you developed, envisioned or created the feature solely by yourself.

5. Warranties

Software

We warrant that our Software does not violate or cause an infringement on any third party rights with regards to intellectual property, patents and/or trademarks and that, to the best of our knowledge, no legal action has been taken against us for any infringement or violation of any third party intellectual property rights.

The Software is provided without any warranty. We do not warrant that our Software shall be error free, without defects or code which may cause damage to your devices or to yourself, that the Software shall be functional, and that the Software and/or Hardware will operate uninterrupted or error-free.

After receiving the Software, you will inspect the Software thoroughly and examine whether it is satisfactory and conform our contract, does not interfere with your regular operation and that it meets the standards and scope of your device's systems and architecture. You will examine whether the Software interacts with your devices and that it does not infringe any End User License Agreement of any software you may use.

Hardware

We warrant that our Hardware is free from defects and is in conformance with our contract. Our Hardware is inspected and tested prior to shipment. We request you to inspect the Hardware at arrival and report any problems within six months. The warranty starts at the date you received the Hardware and covers a period of two years. Only original, unmodified and unaltered Hardware is covered. Our warranty does not cover any repair or exchange of Hardware that is damaged as a result of misuse, accident, modification, unsuitable physical or operating environment, improper maintenance, or any other failure for which we cannot be held responsible. Thus, please do not remove or alter the Hardware or serial number in order to retain your warranty.

During the warranty period, we provide repair and replacement services that are free of charge in order to ascertain that your Hardware is conform our contract. The decision to either repair or exchange the Hardware is at our sole discretion. Do not return (any part of) the Hardware without our prior instruction. We do not accept returns that do not have our written permission. If we decide to exchange

(part of) your original, unmodified and unaltered Hardware, the replacement becomes your property. The replacement will acquire the warranty service status of the removed part.

If you ask us to provide our repair and replacement services to (part of) the Hardware, you confirm that the Hardware is original, unmodified and unaltered. You are responsible for downloading the designated software, our software updates and to follow our instructions. You thus confirm that you have followed our instructions to determine whether service is necessary, but also that there is no legal obligation or restriction on the Hardware preventing us from exercising our services and that the owner of the Hardware has given its authorization to perform our services.

If the purchased Hardware does not function as warranted during the warranty period, and we cannot make it function as warranted or replace it with Hardware that conforms to our contract, you may return the Hardware. We will then reimburse your payment as stated in clause 3 (Payment and right of withdrawal) and the shipping costs for returning the Product to us (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us).

6. Liability

You shall be solely liable to any damage, defect or loss incurred as a result of operating software and undertake the risks contained in running the Software on your devices or (our) Hardware.

To the extent permitted by applicable Law, the Software is provided under an “as is” basis. We shall never, and without any limit, be liable for any damage, cost, expense or any other payment incurred by you as a result of the Software’s actions, failure, bugs or any other interaction between the Software and your end-equipment, devices, other software or any third party services. We shall never be liable for incidental or indirect or consequential damages whatsoever such as but not limited to loss of production, loss of profit or lost savings caused as a result of using the Software or our technical data. Moreover, we shall never be liable for any defect in source code written by you when relying on the Software or using the Software’s source code or for any losses or damages that are a result of your actions, your breach of our agreement, or a third party claim regarding acts or omissions that are beyond our control.

If any lawsuit is brought against us in regard to your use of the Software or Hardware in means that violate, breach or otherwise circumvent these Terms of Service, our intellectual property rights or our title in the Software and/or Hardware, you agree not to hold us liable. We shall notify you in case of such legal action and request your consent prior to any settlement in relation to such lawsuit or claim.

7. Duration and Termination

You are free to stop using our Software or Hardware at any time.

We reserve the right to terminate your access to the Software, including your license in the case you:

- become insolvent or otherwise enter into any liquidation process; or
- export our Software to any jurisdiction where we may not enforce our rights; or
- you are in breach of these terms and conditions and this breach is not cured immediately upon notification; or
- you are in breach of any of the terms regarding the personal use of our Software; or
- you otherwise entered into any arrangement which caused Sim Innovations to be unable to enforce our rights.

8. Your Account on siminnovations.com

If you wish to purchase the Hardware or Software for personal use that is offered on our website, you are asked to create an Account. It is only possible to create an account and order our products online if you are older than the legal age. The information you provide us with when creating an Account, will be stored in our databases. You may change the provided information at any time. This information is yours and does not give us any rights, except for the (limited) rights that enable us to use your

information to offer you our services. The information on your Account will not be stored longer than needed. In case you wish to terminate your account, please contact us via info@siminnovations.com.

You are the only authorized user of your Account and are responsible for retaining the confidentiality of all passwords and information that was provided in order to buy our Software and/or Hardware. You are responsible for all activities that occur under your Account. We do not exercise control over your Account and explicitly reject any liability that is concluded thereof. If you suspect an unauthorized party is using your Account, we request you to immediately inform us thereof.

We are committed to protecting your privacy. Therefore, we have appropriate technical and organizational measures to protect your information against any loss or any form of unlawful processing. We will not provide your information to third parties.

9. Waiver and assignment of rights

If we fail to enforce a provision, this does not constitute a waiver of our right to do so later. If one of the provisions is found unenforceable, the remaining provisions of these Terms of Service will remain in full effect and an enforceable term, reflecting our intent as closely as possible, will replace the unenforceable provision. It is not possible to assign any of your rights under these Terms of Service, and any attempt to do so will be void.

10. Governing Law and Jurisdiction

You hereby agree that any suit or actions or procedures shall be governed by, construed, and enforced in accordance with the laws of the Netherlands, and that any dispute shall be exclusively referred to the courts and tribunals of the Netherlands, as per the general rules on jurisdiction.

Contact

If you have any questions regarding these Terms of Service, please do not hesitate to contact us.

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Terms of Service for Professional use

1. General Terms

Thanks for your interest in Sim Innovations' flight simulation for professional use!

These Terms of Service govern our contractual relationship. The Terms of Service set the terms, rights, restrictions and obligations on purchasing and using our software 'Air Manager' and 'Air Player' (hereinafter: "the Software") and our hardware (hereinafter: "the Hardware").

Please carefully read these Terms of Service before purchasing our Software and/or Hardware. If you purchase our flight simulation, you will be considered to have agreed with these Terms of Service.

2. The Software and Hardware

You may sublicense our Software for professional use as a part of a larger work containing more than the Software, distributed solely in Object or Binary form under a personal, non-sub licensable, limited license. Our Hardware for professional use may be used in third party commercial products and may be resold as a part of the buyers product.

From time to time, we may provide you with Upgrades, Updates or Fixes for our Software, according to our sole discretion. You hereby warrant to keep the Software up-to-date and install all relevant updates and fixes. You may, at your sole discretion, purchase upgrades, at the rates set by us. We shall provide any Updates or Fix free of charge; however, nothing in these Terms of Service shall require us to provide Updates or Fixes.

An Upgrade concerns a material amendment in the Software, which contains new features and major performance improvements and shall be marked as a new version number. For example, if you purchase version 1.X.X of the Software, an Upgrade shall commence under number 2.0.0. An Update shall be a minor amendment in the Software, which may contain new features or minor improvements and shall be marked as a new sub-version number. E.g., if you purchase Software under version 1.0.X, an Upgrade shall launch under number 1.1.0. A Fix shall be a minor amendment in the Software, intended to remove bugs or alter minor features which impair the Software's functionality. A fix shall be marked as a new sub-sub-version number. For example, if you purchase version 1.1.1 of the Software, an Upgrade shall commence under number 1.1.2.

You may use our Software and Hardware for flight simulation purposes. Please be aware that it is not designed for the operation in or of aircrafts or other aerial vehicles.

3. Payment

If you wish to purchase our Software and Hardware for professional use, you are asked to contact us via the contact details as stated on our website.

If you purchase our Hardware or a license to our Software, you will be asked to pay a purchase price or license fee. It is possible to pay via PayPal, pre-payment on our bank account or any other means which we deem adequate. Failure to perform the payment construes as a material breach of our Agreement. Hardware will not be shipped before authorization of your payment is guaranteed. The shipping costs for our Hardware will be borne by you. We may require you to pay the shipping costs in advance.

After you have received our Software or Hardware, you are required to inspect it in accordance with clause 5 (Warranties) to confirm that it conforms to our contract. Accordingly, as our Software is an intangible good, you shall never be entitled to any refund, rebate, compensation or restitution for any reason, even if the Software contains material flaws.

In case our Hardware is returned for refund or the Hardware ordered is refused prior to shipment or confirmed orders are changed and already charged or payment has been received on our bank account, we will reimburse your payment, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), using the same means of payment as you used for the initial

payment. The shipping costs for returning our Hardware will be borne by you. In contrast to the foregoing, it is not possible to refuse or return ordered custom hardware.

4. Support and maintenance

We provide support and maintenance via our Wiki page, ticket system (bug report), cockpit builders file database, YouTube channel and the Sim Innovations forum. An overview with direct links can be found on <https://www.siminnovations.com/support>.

We request you to try to reproduce bugs, defects or failures and to provide us with details regarding any bug, defect or failure in the Software promptly and to comply with our request for information regarding bugs, defects or failures and furnish us with information, screenshots.

It is possible to request additional features in the Software, provided that you (I) will waive any claim or right in such a feature if the feature is developed by us, (II) will not develop the feature, or disclose such a feature request, or feature, to any third party that is our direct competitor, (III) you warrant that the feature does not infringe any third party patent, trademark, trade-secret or any other intellectual property right; and (IV) you developed, envisioned or created the feature solely by yourself.

5. Warranties

The warranties provided by us in these terms of service apply only to our Software and Hardware that you purchase for your use and not for products purchased for resale from us.

Software

We warrant that our Software does not violate or cause an infringement on any third party rights with regards to intellectual property, patents and/or trademarks and that, to the best of our knowledge, no legal action has been taken against us for any infringement or violation of any third party intellectual property rights.

The Software is provided without any warranty. We do not warrant that our Software shall be error free, without defects or code which may cause damage to your devices or to yourself, that the Software shall be functional, and that the Software and/or Hardware will operate uninterrupted or error-free.

After receiving the Software, you will inspect the Software thoroughly and examine whether it is satisfactory and adequate to your needs, does not interfere with your regular operation and that it meets the standards and scope of your device's systems and architecture. You will examine whether the Software interacts with your device and that it does not infringe any End User License Agreement of any software you may use. You warrant that you will inspect the Software as stated above and waive any claims regarding the Software's incompatibility, performance, results and features.

Hardware

We warrant that our Hardware is free from defects and in conformance with our contract. Our Hardware is inspected and tested prior to shipment. We request you to inspect the Hardware at arrival and report any problems within six months. The warranty starts at the date you have received the Hardware and covers a period of two years. Only original, unmodified and unaltered Hardware is covered. Our warranty does not cover any repair or exchange of Hardware that is damaged as a result of misuse, accident, modification, unsuitable physical or operating environment, improper maintenance, or any other failure for which we cannot be held responsible. Thus, please do not remove or alter the Hardware or serial numbers in order to retain your warranty.

During the warranty period, we provide repair and replacement services that are free of charge in order to ascertain that your Hardware conforms to our contract. The decision to either repair or exchange the Hardware is at our sole discretion. Do not return (any part of) the Hardware without our prior instruction. We do not accept returns that do not have our written permission. If we decide to exchange (part of) your original, unmodified and unaltered Hardware, the replacement becomes your property. The replacement will acquire the warranty service status of the removed part.

If you ask us to provide our repair and replacement services to (part of) the Hardware, you confirm that the Hardware is original, unmodified and unaltered. You are responsible for downloading the designated software, our software updates and to follow up on our instructions. You thus confirm that you have followed our instructions to determine whether service is necessary, but also that there is no legal obligation or restriction on the Hardware preventing us from exercising our services, that the owner has given its authorization to perform our services, and that you are able to inform us about and, if necessary, give us access to the location of the Hardware.

If the purchased Hardware does not function as warranted during the warranty period, and we cannot make it function as warranted or replace it with Hardware that is conform our contract, you may return the Hardware. We will refund your purchase amount, but do not refund the shipping costs. The shipping costs also are not included in our warranty.

You hereby warrant to hold Sim Innovations harmless and indemnify us for any lawsuit brought against us in regards to your use of the Software or Hardware in means that violate, breach or otherwise circumvent these Terms of Service, our intellectual property rights or our title in the Software and/or Hardware. We shall notify you in case of such legal action and request your consent prior to any settlement in relation to such lawsuit or claim.

6. Liability

You shall be solely liable to any damage, defect or loss incurred as a result of operating software and undertake the risks contained in running the Software on your devices or our Hardware.

To the extent permitted by applicable Law, the Software is provided under an “as is” basis. We shall never, and without any limit, be liable for any damage, cost, expense or any other payment incurred by you as a result of the Software’s actions, failure, bugs and/or any other interaction between the Software and your end-equipment, devices, other software or any third party services. We shall never be liable for special, incidental or indirect or (economic) consequential damages whatsoever such as but not limited to loss of production, loss of savings or loss of profit caused as a result of using the Software. Moreover, we shall never be liable for any defect in source code written by you when relying on the Software or using the Software’s source code or for any losses or damages that are a result of your actions, your breach of our agreement, or any third party claim against you regarding acts or omissions that are beyond our control. We will also never be liable for any third-party claims against you for damages as a result of the use of our Software and Hardware.

7. Duration and Termination

You are free to stop using our Software or Hardware at any time.

We reserve the right to terminate your access to the Software, including your license in the case you:

- become insolvent or otherwise enter into any liquidation process; or
- export our Software to any jurisdiction where we may not enforce our rights; or
- you are in breach of these terms and conditions and this breach is not cured immediately upon notification; or
- you are in breach of any of the terms regarding the personal use of our Software; or
- you otherwise entered into any arrangement which caused Sim Innovations to be unable to enforce our rights.

8. Waiver and assignment of rights

If we fail to enforce a provision, this does not constitute a waiver of our right to do so later. If one of the provisions is found unenforceable, the remaining provisions of these Terms of Service will remain in full effect and an enforceable term, reflecting our intent as closely as possible, will replace the unenforceable provision. It is not possible to assign any of your rights under these Terms of Service, and any attempt to do so will be void.

9. Governing Law and Jurisdiction

You hereby agree that any suit or actions or procedures shall be governed by, construed, and enforced in accordance with the laws of the Netherlands, and that any dispute shall be exclusively referred to the courts and tribunals of the Netherlands, as per the general rules on jurisdiction. Moreover, you hereby agree not to initiate class-action lawsuits against us in relation to our contract and to compensate us for any legal fees, cost or attorney fees should any claim brought by you against us be denied, in part or in full.

Contact

If you have any questions regarding these Terms of Service, please do not hesitate to contact us.

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