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2.1 Concurrent User Access License (for Veryon Licensed Services). Veryon may, as it determines in its sole and exclusive discretion, provide concurrent user access to certain Veryon Licensed Services. Customer shall limit installation, access and use of the Veryon Licensed Service to no more than the number of authorized concurrent users as specified by Customer in writing via the Veryon Websites or Order Form and authorized by Veryon (the "Licensed Concurrent Users"). Customer may install the Veryon Licensed Service on a server, computer, or other compatible device up to the total number of Licensed Concurrent Users for the Veryon Licensed Service. In a network installation, Customer may install the Veryon Licensed Service on any number of computers or compatible devices, provided that Customer's access or use, whether through standalone, client, hosted or other compatible devices, must not exceed the Licensed Concurrent Users for any license.

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2.4 Notice of Change. Customer agrees to promptly inform Veryon in writing at the contact information set forth below under 'Notices' of any changes, if and as applicable, to (i) the number of Named Licensed Users and names for the Named User License(s), (ii) the number of Licensed Concurrent Users, and (iii) the number of named assets for each Named Asset License. Customer agrees to pay any additional fees for increases in the number of Named Licensed Users or Licensed Concurrent Users or named assets.

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9.2 All prepaid licenses are subject to Veryon's other published policies as set forth on Veryon's Websites www.veryon.com/policy, including policies on additional charges that will apply, for example, to expedite shipping, late payment charges, and other matters as published from time to time on Veryon's Websites.

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9.6 Wire Transfers. We accept wire transfers: Please include \$20.00 processing fee in addition to Your order total. Please include Your company name, customer number, invoice reference and country of origin upon each transaction.

9.7 Payment by Credit Card. For customers paying by credit card, Veryon reserves the right to charge credit card processing fees. ACH payments are preferred and have no associated fees.

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The Veryon Licensed Service, including Software, Content, program code, documentation, and any other material that is provided by Veryon with the Veryon Licensed Service or otherwise provided under an agreement between Veryon and with or for or on behalf of the United States of America, its agencies and/or instrumentalities ("U.S. Government") is provided with Restricted Rights only. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software – Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is Veryon, 548 Market Street, Suite# 42403, San Francisco, CA 94104. Phone: 415-330-9500. Fax: 415-468-1596. Internet: www.veryon.com.

12. EXPORT

The Veryon Licensed Service, including Software, Content, products, technology, and services are subject to local and extraterritorial export control laws and regulations and economic sanctions laws and regulations. You will comply with such laws and regulations relating to Your use, import, export, re-export, and transfer of the Veryon Licensed Service, Software, and Content, products and technology, and any trade sanctions, and will obtain all required local and extraterritorial authorizations, permits and licenses. You will not grant access to the Veryon Licensed Service, Software, and Content, products and technology to any individual if a license or authorization would be required and has not been obtained. In addition, you may not export or re-export any aspect of the Veryon Licensed Service without the prior written consent of Veryon. Veryon shall have the right to immediately terminate the Agreement and all Veryon Licensed Services, without liability to You and without prior notice, if Veryon determines that You have taken any action in violation of this Section 12.

You represent and warrant that You (i) are not designated on any sanctions- or export- related list of restricted or blocked persons, including designation on the U.S. List of Specially Designated Nationals and Blocked Persons, (ii) are not located in, organized under the laws of, or resident in any country or territory that is itself the subject of any economic or financial sanctions by any U.S. or other relevant governmental authority, including Belarus, Cuba, Iran,

North Korea, Russia, Syria, Venezuela, and the Crimea, Donetsk, and Luhansk regions of Ukraine, (iii) are not greater than 50% owned or controlled by any persons described in clause (i) or (ii) (collectively with (i) and (ii), a "Restricted Person"), and (iv) will not allow any Restricted Person to access the Veryon Licensed Service, Software, and Content, products and technology.

13. BINDING ALTERNATIVE DISPUTE RESOLUTION

All disputes and disagreements shall be resolved first by negotiation between the parties including escalation to senior management for both parties. Failing such negotiations, at the request of either party, senior management shall appear before a neutral mediator appointed by the American Arbitration Association in Delaware. If mediation fails, the matter shall be submitted to final, binding, expedited, and confidential arbitration before a neutral retired judge (the "Arbitrator") appointed by the American Arbitration Association in Delaware. The arbitration hearing shall be limited to two hearing days (one for each party's presentation of evidence) unless the Arbitrator orders, for good cause, an extension of the hearing. The decision of the arbitrator shall be final and binding on all parties and it may be enforced in any court of competent jurisdiction. In the written decision made following the arbitration hearing, the Arbitrator shall not modify or otherwise change any term or condition of this Agreement. The costs of the mediation and of the arbitration shall be shared equally between the parties; each party shall bear their own legal fees and other expenses.

14. SHIPPING; RETURNS (APPLICABLE TO PAPER DELIVERABLES ONLY)

14.1 Standard Shipping. All new paper libraries are estimated to be shipped within 7 to 10 days of acceptance of the order unless otherwise notified. All new disc libraries are estimated to be shipped within 3 to 5 days of acceptance of the order unless otherwise notified. Unless otherwise notified, a shipping address must be a physical street address. All packages are FOB, Brisbane, CA 94005, USA, to stated destination.

14.2 Priority Delivery. The following priority delivery charges apply: On next-day rush orders the minimum charge is \$40 or 7% of the order, whichever is greater. On same-day rush orders the minimum charge is \$50 or 10% of the order, whichever is greater. Export orders require additional shipping charges.

14.3 Overseas Delivery. All exports are subject to the jurisdiction of the U.S. Dept. of State, U.S. Dept. of Commerce, and other U.S. governmental organizations. Our commodities and software are exported from the U.S. in accordance with applicable U.S. laws and regulations, including the Export Administration Regulations. You are responsible for obtaining at your own risk and expense any import license or other official authorization for the importation of the goods at the agreed point of destination. Commercial invoices for international packages will list the full retail value of Your order's contents by product type and composition. You or Your agent is responsible for direct and timely customs clearance at the agreed place of destination, and You shall bear all duties, taxes, or other official charges payable upon importation of the goods as well as the costs and risks of carrying out customs formalities.

14.4 Returns. It is very important that You carefully read and understand this EULA before opening Your Veryon package. Only new and unopened packages may be returned to Veryon. Before You can return a package to Veryon, You must contact an Veryon Customer Service Representative to receive an Veryon Return Authorization Number. This number must be clearly marked on the outside of the returned package. Veryon reserves the right to assess a 25% restocking charge for any merchandise returned to Veryon. In order to return a new, unopened package, please follow these steps:

1. Do not open the package!
2. Contact Veryon to receive a Veryon Return Authorization Number.

3. Write the Veryon Return Authorization Number clearly on the unopened package.
4. Return the unopened package to Veryon, shipping prepaid.

Your order will then be cancelled and any payments, less a restocking charge of 25%, will be refunded to You. There will be no refund given for packages that have been opened, or that do not have an Veryon Return Authorization Number written clearly on the package. (Please be aware that only new orders are returnable within 10 days of receipt; revision packets are not returnable at any time.)

15. ELECTRONIC SIGNATURES

15.1 By clicking on a button or checking a box indicating that You “accept” or “agree to” these terms (or taking a similar electronic action), You create an electronic signature to this EULA, establishing a contract. In doing so, You agree to accept these terms and conditions and any other agreement contained or referenced herein; You also agree that Veryon may supply You a copy of this EULA in electronic form. Please print or save a copy of this EULA for Your records. You also may choose to receive a copy of this EULA in non-electronic form at any time by submitting a request to us at the address for Notices to Veryon set forth in Section 15. Veryon may modify this EULA at any time by posting the modified EULA. If You do not agree to and accept any modified terms in this EULA, you will have to stop using the affected APT Licensed Services.

15.2 In order to access and retain the electronic EULA, You must have access to the Internet, either directly or through devices that access Web-based content, and pay any charges associated with such access, all of which are your sole responsibility. In addition, You must use all equipment necessary to make such connection to the Internet (e.g., a computer and modem or other access device). We will notify You of any changes in the hardware or software requirements needed to access and/or retain this EULA that create a material risk that You will not be able to continue to access and/or retain the electronic EULA. Your agreement and intent to be bound by electronic submissions applies to all records relating to all transactions you enter into relating to your Veryon Licensed Services, including notices of cancellation, policies, contracts, and applications, subject to your right to withdraw consent to receive notices electronically as provided in this EULA.

16. NOTICES

You agree to supply your mailing address and email address to receive communications from Veryon; however, You understand that any legal notices to Veryon regarding this Agreement shall be in writing and shall be hand delivered or delivered by certified mail to Veryon at its mailing address at: Veryon, 548 Market Street, Suite# 42403, San Francisco, CA 94104.

Any applicable notice, disclosure, authorization, acknowledgement or other document required to be given or made available (“Notice”) will be in writing and delivered by mail or e-mail (where permitted). The receiving party will be deemed to have received such Notice upon delivery or transmission or, in the case of mail, 48 hours after mailing. Notice to Veryon must be sent to the address set forth above, with a copy to legal@Veryon.com. By installing, downloading, activating or using a Veryon Licensed Service, you expressly consent and agree that we may send you all Notices electronically to your primary e-mail address provided in your account. Any Notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing. At any time, you may: (1) request a paper copy of any Notice provided or made available electronically to you by us, free of charge, and/or (2) withdraw your consent to receive future Notices electronically. Please call Veryon Customer Support at U.S. & Canada: 800-227-4610 Worldwide: (+1) 415-330-9500, or by sending an e-mail to support@Veryon.com or a written Notice to us at the address above with such request(s) and provide your mailing address for the Notices. It is your responsibility to keep your primary e-mail address up to

date so that we can communicate with you electronically. If we send a Notice to your primary e-mail address on file and your primary e-mail address on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic communications, we will be deemed to have provided the Notice to you. You may need to add us to your contacts or e-mail address book so that you will be able to receive the Notices we send to you. If electronic Notices sent to you by us are returned because of an invalid e-mail address, we may deem your account to be inactive, and you will not be able to transact any activity using your account until we receive a valid, working e-mail address from you. If you want to change your e-mail address where we should send electronic Notices, you can: send an e-mail message to us at support@Veryon.com, and in the body of such request, state your previous e-mail address and your new e-mail address; or update your primary e-mail address at any time in your Aviation Hub account settings.

17. SURVIVAL

Sections 1, 2 (last paragraph), 3 through 21, and the Definitions shall survive termination or expiration of this EULA.

18. INTEROPERABILITY

To the extent required by applicable law, Veryon shall provide You with the interface information needed to achieve interoperability between the Software and another independently created program. Veryon will provide this interface information at Your written request after You pay Veryon's licensing fees (if any). You will keep this information in strict confidence and strictly follow any applicable terms and conditions upon which Veryon makes such information available.

19. GOVERNING LAW, JURISDICTION AND VENUE

This EULA and any dispute relating hereto will be governed by the laws of the State of Delaware, without regard to conflict/choice of law principles. You agree to submit to the exclusive jurisdiction of the Delaware Court of Chancery. The parties specifically disclaim the application of the UN Convention on Contracts for the International Sale of Goods.

20. INTEGRATION

This EULA, and Veryon's policies published from time to time on Veryon's Websites and which are binding on Customer, constitute the entire agreement between the parties with respect to the Veryon Licensed Services, and supersede all proposals, representations, claims and communications, written and oral, and any conflicting or additional terms contained in any purchase order or elsewhere, all of which terms are excluded. This Agreement shall not be varied, supplemented, qualified or interpreted by any prior course of dealing between the parties or by any course of dealing or usage of trade. If there is a conflict between the terms of this Veryon End User License Agreement and an Order Form, the terms of this Veryon End User License Agreement will supersede.

21. MISCELLANEOUS

21.1 Amendments; Waivers. No supplement, modification or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party to this Agreement. No waiver by You or Veryon of a breach of any provision hereof will be deemed a waiver of any other breach of such provision or a waiver of the provision.

21.2 Severability. If any provision of this EULA is held or made invalid or unenforceable for any reason, such invalidity will not affect the remainder of this EULA, and the invalid or unenforceable provision will be replaced by a valid provision that has a similar economic effect.

21.3 Force Majeure. Except for Your payment obligations, neither party will have any liability under this EULA by reason of any failure or delay in the performance of a party's obligations on account of strikes, shortages, riots, acts of terrorism, insurrection, fires, flood, storm, explosions, earthquakes, Internet and/or electrical outages, computer viruses, acts of God, war, governmental action, or any cause that is beyond its reasonable control.

21.4 Independent Contractors. The parties to this Agreement are independent contractors and nothing in this EULA will be construed to create, evidence, or imply any agency, employment, partnership, or joint venture between You and Veryon. Except as otherwise set forth in this EULA, neither You nor Veryon will have any right, power, or authority to create any obligation or responsibility on behalf of the other and this EULA is not intended to benefit, nor will it be deemed to give rise to any rights in, any third party.

21.5 Assignment. You may not assign, sublicense, or transfer this EULA or any right or duty hereunder. Any assignment, transfer, or attempted assignment or transfer in violation of this Section 21 will be void and of no force or effect. Veryon and our subsequent assignees may assign, delegate, sublicense, or otherwise transfer from time to time this EULA, or the rights or obligations hereunder, in whole or in part, to any person or entity.

21.6 The Veryon Licensed Services are proprietary to us and are protected by the applicable state, federal, and international intellectual property laws and we retain all rights, title, and interests therein, together with all derivative works, modifications, enhancements, updates, and upgrades, but excluding content You provide. Each party reserves all rights not expressly granted in this EULA and all implied licenses are disclaimed. As used in this EULA, the word "including" is a term of enlargement meaning "including without limitation" and does not denote exclusivity, and the words "will," "shall," and "must" are deemed to be equivalent and denote a mandatory obligation or prohibition, as applicable. Veryon may change this Veryon End User License Agreement, any other terms, its pricing and the Veryon Licensed Services at any time without notice, and such revised Veryon End User License Agreement or other terms will supersede and replace the earlier agreement. In addition, Veryon may in its sole discretion provide notice of changes by posting such on the Veryon Websites and/or by email. Services and obligations to be performed by Veryon hereunder may be performed by Veryon third-party service providers.