



## MOOG INC. END USER LICENSE AGREEMENT

**IMPORTANT - PLEASE READ CAREFULLY BEFORE INSTALLING THIS PRODUCT. IF YOU ARE UNABLE TO AGREE WITH THE TERMS OF THIS AGREEMENT, YOU SHOULD NOT INSTALL THE PRODUCT AND RETURN IT IMMEDIATELY, OR CONTACT MOOG.**

This End User License Agreement (“Agreement”) is a legal agreement between You and **Moog Inc.** for the Moog software and documentation (collectively the “Licensed Application”). Moog is solely responsible for the Licensed Application and the content thereof. YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT BY (A) INSTALLING, COPYING, OR OTHERWISE USING THE LICENSED APPLICATION, OR (B) BY CLICKING THE ACCEPTANCE BUTTON ON THE ELECTRONIC VERSION OF THIS AGREEMENT. IF YOU DO NOT AGREE, DO NOT INSTALL, COPY, OR USE THE LICENSED APPLICATION.

**1. Ownership.** The Licensed Application is licensed, not sold, to You for use only under the terms and conditions of this Agreement, and Moog reserves all rights not expressly granted to You in this Agreement. It is an express condition of this Agreement that the rights, title, ownership, and all intellectual property and proprietary rights in and to the Licensed Application shall be retained by Moog.

**2. Grant of license.** Subject to Your acceptance of the terms and conditions set forth in this Agreement, Moog grants to You a non-exclusive and non-transferable license, with no right to grant sublicenses, to use the specified Licensed Application in conjunction with one iPhone, iPod, iPad or other device (as applicable) You own or control (“Device”), for use solely in conjunction with the product for which the Licensed Application is intended (the “Product”). The Licensed Application is “in use” on a Device when it is loaded into the temporary memory or installed into permanent memory (e.g., hard drive, CD-ROM drive or other storage device) of that Device. Transfer of Your rights under this Agreement to a third party may be made only on a permanent basis and only if You: (i) simultaneously transfer to such third party the license granted by this Agreement and the Licensed Application; (ii) retain no copies of the Licensed Application; (iii) the third party recipient agrees to be bound by the terms of this Agreement; and (iv) You provide Moog with written notice no less than thirty (30) days in advance of any such transfer.

You may not rent or lease the Licensed Application. You agree that, except as expressly permitted by applicable law, neither You nor a third party acting on Your behalf will: (i) decompile, disassemble or reverse engineer the Licensed Application; (ii) modify or create derivative works of the Licensed Application; or (iii) transmit the Licensed Application or provide its functionality, in whole or in part, over the Internet or other network. You may not remove any proprietary notices or labels on or in the Licensed Application. In the event that You fail to comply with any of the terms, conditions, and restrictions of this license, Your rights to use the Licensed Application will terminate automatically. You are not permitted to use the intellectual property inherent in the Licensed Application for any application or purpose separate and apart from the Product.

**3. Maintenance and Support.** Moog shall provide the maintenance and support services set forth in the applicable Schedule (if any) attached to this Agreement. If no maintenance and support Schedule is provided, Moog shall not provide any maintenance and support services as part of the Licensed Application. You acknowledge that Licensee has no obligation whatsoever to furnish any maintenance and support services with respect to the Licensed Application. All questions, complaints or claims with respect to the Licensed Application should be directed to:

Moog Inc.  
400 Jamison Road  
East Aurora, NY, USA 14052

**4. Duration and Termination.** This Agreement shall remain effective for as long as You own the Product or until otherwise terminated in accordance with its terms. The license will terminate automatically if You fail to comply with the terms of this Agreement. Upon any termination of this Agreement, You agree to discontinue the use of the Licensed Application, remove the Licensed Application from Your systems and Devices, and permanently destroy all copies of the Licensed Application.

**5. Confidentiality.** You agree that the Licensed Application is the confidential information of Moog and contains confidential information of Moog, including trade secrets such as, but not limited to, the content, internal architecture of its source code, and the methods of interoperability with the Product employed by the Licensed Application. You agree to use commercially reasonable efforts to keep confidential and not to publish, disclose, display, disseminate, provide or otherwise make available in any form such confidential information, or any portion thereof, to any third party, without the prior written consent of Moog.

**6. Disclaimer of Warranties.** YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT INSTALLATION AND USE OF THE LICENSED APPLICATION IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LICENSED APPLICATION IS PROVIDED "AS-IS" AND WITHOUT ANY EXPRESS, OR IMPLIED WARRANTIES OF ANY KIND. MOOG AND ITS LICENSORS DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, OR OTHERWISE WITH RESPECT TO THE LICENSED APPLICATION INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE IS NO WARRANTY OF NON-INFRINGEMENT, TITLE, OR QUIET ENJOYMENT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL WARRANTIES RELATING TO THE LICENSED APPLICATION (WHETHER EXPRESS OR IMPLIED) ARE LIMITED IN DURATION TO THE LESSER OF: (A) THE MINIMUM WARRANTY PERIOD REQUIRED BY APPLICABLE LAW (IF ANY); OR (B) TWELVE (12) MONTHS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY MOOG, ITS LICENSORS, AGENTS, OR EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY.

YOU AND MOOG ACKNOWLEDGE THAT MOOG, NOT LICENSEE, IS RESPONSIBLE FOR ADDRESSING ANY CLAIMS YOU MAY HAVE RELATING TO THE LICENSED APPLICATION OR YOUR POSSESSION AND/OR USE OF THE LICENSED APPLICATION, INCLUDING, BUT NOT LIMITED TO: (I) PRODUCT LIABILITY CLAIMS; (II) ANY CLAIM THAT THE LICENSED APPLICATION FAILS TO CONFORM TO ANY APPLICABLE LEGAL OR REGULATORY REQUIREMENT; AND (III) CLAIMS ARISING UNDER CONSUMER PROTECTION OR SIMILAR LEGISLATION. IN THE EVENT OF ANY FAILURE OF THE LICENSED APPLICATION TO CONFORM TO ANY APPLICABLE WARRANTY, YOU MAY NOTIFY LICENSEE, AND LICENSEE WILL REFUND THE PURCHASE PRICE FOR THE LICENSED APPLICATION TO YOU; AND THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LICENSEE WILL HAVE NO OTHER WARRANTY OBLIGATION WHATSOEVER WITH RESPECT TO THE LICENSED APPLICATION. YOU ACKNOWLEDGE AND AGREE THAT ANY OTHER CLAIMS, LOSSES, LIABILITIES, DAMAGES, COSTS OR EXPENSES ATTRIBUTABLE TO ANY FAILURE TO CONFORM TO ANY WARRANTY ARE THE RESPONSIBILITY OF MOOG, NOT LICENSEE.

YOU UNDERSTAND AND AGREE THAT LICENSEE IS NOT AND WILL NOT BE RESPONSIBLE FOR ANY CLAIMS BY YOU OR ANY THIRD PARTY ARISING OUT OF OR RELATING TO YOUR USE OR POSSESSION OF THE LICENSED APPLICATION, INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS BY ANY THIRD PARTY THAT THE LICENSED APPLICATION OR YOUR POSSESSION OR USE OF THE LICENSED APPLICATION INFRINGES THE INTELLECTUAL PROPERTY RIGHTS OF SUCH THIRD PARTY.

**7. Limitation of Liability.** IN NO EVENT WILL MOOG, ITS AFFILIATES, OR THEIR LICENSORS OR AGENTS BE LIABLE FOR PERSONAL INJURY, OR ANY INDIRECT, SPECIAL, INCIDENTAL, ECONOMIC, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND, ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE LICENSED APPLICATION OR THE PRODUCT, INCLUDING, WITHOUT LIMITATION, DAMAGES OR COSTS RELATING TO THE LOSS OF PROFITS,

BUSINESS, GOODWILL, DATA, TIME OR COMPUTER PROGRAMS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL MOOG'S, ITS AFFILIATES', AND THEIR LICENSOR'S AND AGENTS' AGGREGATE LIABILITY EXCEED THE AMOUNT PAID BY YOU FOR THE LICENSED APPLICATION. THESE LIMITATIONS SHALL APPLY REGARDLESS OF THE FORM OF THE CLAIM (INCLUDING, WITHOUT LIMITATION, ANY CONTRACT, PRODUCT LIABILITY, OR TORT CLAIM). YOU MAY NOT ASSERT ANY CLAIM RELATED TO THIS AGREEMENT MORE THAN TWELVE (12) MONTHS AFTER SUCH CLAIM ACCRUED.

THE FOREGOING LIMITATIONS, EXCLUSIONS AND SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

**8. Upgrades.** Moog is under no obligation to provide any new versions, upgrades, bug fixes, enhancements, or modifications (collectively "Updates") to the Licensed Application; provided, however, in the event Moog in its sole discretion elects to provide You with any Updates, the terms of this Agreement apply to the Updates and the Licensed Application, unless the Update is accompanied by a new license, in which case the new license will supersede this Agreement. Unless explicitly set forth in writing by Moog, any Updates provided by Moog shall not reset, extend, or provide any new warranties or warranty period relating to the Licensed Application.

**9. Export restrictions.** You agree to comply with all applicable international and national laws that apply to the Licensed Application, including the United States Export Administration Regulations, as well as end-user, end-use, and destination restrictions issued by United States and other governments. You represent and warrant that You are not located in a country that is subject to a United States embargo, or that has been designated by the United States as a "terrorist supporting" country and that You are not listed on any United States list of prohibited or restricted parties.

**10. Government Rights.** If You are a government end user, then this provision applies to You. Moog provides the Licensed Application, including related software and technology, solely in accordance with the following: Government technical data and software rights related to the Licensed Application include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate directly with Moog to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

**11. Modifications.** No change or modification of this License will be valid unless it is in writing and signed by Moog.

**12. Severability.** The provisions of this Agreement are severable; if any provision is held to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision.

**13. Governing Law.** If You reside in a Member State of the European Union: (i) the laws of England, excluding its conflicts of law rules, govern this Agreement and Your use of the Licensed Application; (ii) You expressly agree that exclusive jurisdiction for any claim or action arising out of or relating to this Agreement and Your use of the Licensed Application shall be the Courts of England; and (iii) You expressly consent to the exercise of personal jurisdiction of such courts. If You reside elsewhere: (i) the laws of the State of New York, excluding its conflicts of law rules, govern this Agreement and Your use of the Licensed Application; (ii) You expressly agree that jurisdiction for any claim or action arising out of or relating to this Agreement and Your use of the Licensed Application shall be the federal or state courts located in Erie County, New York; and (iii) You expressly consent to the exercise of personal jurisdiction of such courts. You agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement or to any dispute or transaction arising out of or relating to this Agreement.

**14. Dispute Resolution.** Except as provided under the Equitable Remedies provisions below, You agree to use commercially reasonable efforts to resolve any dispute between us promptly and amicably and without resort to any legal process, including but not limited to, discussions and attempts in good faith to settle the dispute without prejudice to either party's right to terminate this Agreement. Any dispute, claim or controversy arising out of or in connection with this Agreement which has not been settled through negotiation shall be resolved by arbitration in accordance with the following: (a) if You reside in a Member State of the European Union, such dispute shall be finally settled by the International Chamber of Commerce under their then applicable Rules of Arbitration, and any such arbitration shall be conducted in London, England in the English language; or (b) if You reside elsewhere, the Commercial Arbitration Rules of the American Arbitration Association ("AAA") shall apply and any such arbitration shall be conducted in New York City, New York, United States in the English language. An arbitration award may be enforced in any court of competent jurisdiction. Each party shall bear its own costs and expenses of the arbitration (including attorney's fees and costs) and one-half (1/2) of the fees and costs of the arbitrators.

**15. Equitable Remedies.** Unless otherwise specified in this Agreement, all rights, remedies and powers of a party are cumulative, and not alternative or exclusive, and shall be in addition to all other rights, remedies and powers given hereby or any laws now existing or hereafter enacted. Each party acknowledges and agrees that if it breaches any obligations with regard to the unauthorized use or infringement of confidential information or intellectual property rights of the other party hereunder, the other party may suffer immediate and irreparable harm for which monetary damages alone shall not be a sufficient remedy, and that in addition to all other remedies that the non-breaching party may have, the non-breaching party shall be entitled to seek injunctive or equitable relief in a court of competent jurisdiction, to remedy a breach or threatened breach of such obligations by the breaching party and to enforce this Agreement, and the breaching party hereby waives any and all defenses and objections it may have on grounds of jurisdiction and venue, including, but not limited to, lack of personal jurisdiction and improper venue, and waives any requirement for the securing or posting of any bond in connection with such remedy.

**16. Survival.** In the event of any termination or expiration of this Agreement for any reason, all provisions of this Agreement whose meaning requires them to survive shall survive the expiration or termination of this Agreement, including, but not limited to Sections 1, 5, 6, 7, 9, 10, 11, 12, 13, 14, 15, 16, and 17.

**17. Complete agreement.** This Agreement contains the complete agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements or understandings, whether written or oral.