END-USER LICENSE AGREEMENT ("EULA")

FOR

VIRTUAL CRASH SOFTWARE PRODUCTS

This EULA is a legal agreement between Virtual Crash, s.r.o. and/or its distributors, sales representatives, employees, collaborative partners, or Affiliates in addition to Virtual CRASH, LLC and/or its distributors, sales representatives, employees, collaborative partners, or Affiliates (collectively, “Virtual Crash”) and the end-user customer (in any capacity referred to herein as “End-User”). This EULA governs End-User’s use of the Virtual Crash Software, including Support, Professional Services, or Documentation which is sold or included with any sale of Virtual Crash Software to End-User (hereinafter individually and collectively the “Virtual Crash Products and Services”).

BY OPERATING, DOWNLOADING, INSTALLING, REGISTERING, OPENING, ENTERING IN A PRODUCT KEY, INSTALLING USB KEY OR OTHERWISE USING THE VIRTUAL CRASH PRODUCTS AND SERVICES, OR OTHERWISE CLICKING AN “I ACCEPT” OR “CONTINUE” BUTTON ASSOCIATED WITH THIS EULA, END-USER EXPRESSLY AND EXPLICITLY ACKNOWLEDGES AND AGREES THAT THIS IS A BINDING EULA AND END-USER HEREBY AGREES TO THE TERMS OF THIS EULA. IF END-USER IS AN AUTHORIZED AGENT ENTERING INTO THIS EULA ON BEHALF OF ANOTHER END-USER, END-USER HEREBY REPRESENTS AND WARRANTS TO VIRTUAL CRASH THAT END-USER IS (A) AUTHORIZED TO ENTER INTO THIS EULA ON BEHALF OF THE OTHER END-USER AND BIND SUCH OTHER END-USER TO THE TERMS AND CONDITIONS CONTAINED IN THIS EULA; AND (B) END-USER IS OVER THE AGE OF 18 YEARS OLD. IF END-USER IS AN INFORMATION TECHNOLOGY ADMINISTRATOR FOR THE OTHER END-USER, END-USER’S ACCEPTANCE OF THIS EULA IS ON BEHALF OF THE OTHER END-USER. IF END-USER DOES NOT ACCEPT ALL THE TERMS AND CONDITIONS IN THIS EULA OR IS NOT AN AUTHORIZED AGENT FOR THE OTHER END-USER, DO NOT OPERATE, DOWNLOAD, INSTALL, REGISTER, OPEN, ENTER A PRODUCT KEY, INSTALL USB KEY, OR OTHERWISE USE THE VIRTUAL CRASH PRODUCTS AND SERVICES, OR OTHERWISE CLICK “I ACCEPT” OR “CONTINUE” BUTTON ASSOCIATED WITH THIS EULA.

Virtual Crash reserves the right, at any time and from time to time, to update, revise, supplement, and otherwise modify this EULA and to impose new or additional rules, policies, terms, or conditions on End-User’s use of the Virtual Crash Products and Services. Virtual Crash will communicate changes to this EULA by posting the new version of the EULA on its website at www.vcrash3.com, www.vcrashusa.com, or other websites under the control of Virtual Crash for distributing software or as otherwise determined by Virtual Crash in its sole discretion, at which time such updated EULA will be immediately effective. End-User’s continued use of any Virtual Crash Products and Services after such notification of changes to this EULA will constitute the End-User’s acceptance of any and all such changes. If End-User wants to receive regular communications (via email or other electronic method) regarding modifications or additions to the Documentation, End-User must subscribe at http://www.vcrashusa.com.
I. **DEFINITIONS.**

   a. “**Affiliate**” shall mean any individual or legal entity which, directly or indirectly, Controls, is Controlled by, or is under common Control with that entity, but any such legal entity shall be deemed to be an Affiliate of such entity only as long as such Control exists. For the above purposes, “**Control**” of any entity means ownership or control of (i) at least fifty percent (50%) of the nominal value of the issued share capital of the entity or (ii) at least fifty percent (50%) of the issued share capital entitling the holders to vote for the election of directors (or other managing authority), or (iii) the right by any other means to elect or appoint directors of the entity (or other managing authority) who have a majority vote or to manage such entity.

   b. “**Applicable Law**” shall mean all applicable laws, regulations, ordinances, rules, codes and orders of governmental authorities having jurisdiction over Virtual Crash and End-User, as applicable.

   c. “**Device**” shall mean any device running the Virtual Crash Software, including, but not limited to, computers, tablets, smartphones, or other electronic computing devices.

   d. “**Documentation**” shall mean written, published information accessible via www.vcrash3.com, www.vcrashusa.com, or other websites under the control of Virtual Crash for distributing software, as updated from time to time.

   e. “**Intellectual Property Rights**” shall mean copyrights (including, without limitation, the exclusive right to use, reproduce, modify, distribute, publicly display and publicly perform the copyrighted work), trademark rights (including, without limitation, trade names, trademarks, service marks, and trade dress), patent rights (including, without limitation, the exclusive right to make, use and sell), trade secrets, moral rights, right of publicity, authors’ rights, contract and licensing rights, goodwill and all other intellectual property rights as may exist now and/or hereafter come into existence and all renewals and extensions thereof, regardless of whether such rights arise under the laws of Slovakia, the European Union, the United States or any other state, country or jurisdiction.

   f. “**Professional Services**” shall mean, collectively, those consulting or training services provided by Virtual Crash under a Statement of Work or set forth in one or more service agreements between End-User and Virtual Crash, which may consist of product-related services such as configuration, installation, training, private consulting or other remedial services.

   g. “**Support**” shall mean the support and maintenance services which may be performed by Virtual Crash related to the Virtual Crash Software.
h. **“Term”** that period of time commencing from the installation of one or more Virtual Crash Products and Services for a single installation on a single Device for a single End-User for a single install until such Virtual Crash Products and Services are uninstalled or the Virtual Crash software is otherwise rendered inoperable by the hardware or software of the Device (the **“Term”**).

i. **“Third Party Product”** shall mean any non-Virtual Crash-branded products and services (including hardware) and non-Virtual Crash-licensed software products.

j. **“Virtual Crash Software”** shall mean any Virtual Crash branded software licensed to an End-User and/or used by any End-User.

II. **GRANT OF LICENSE TO VIRTUAL CRASH SOFTWARE.**

a. **License.** Virtual Crash grants to End-User the right to use one (1) fully functional copy of the Virtual Crash Software on a single Device for a single install. This license is valid for only one (1) End-User per copy of Virtual Crash Software. If End-User wishes to use the Virtual Crash Software for additional users, End-User will need to purchase an additional license for each additional user, or shall purchase an institutional license which may include licenses for multiple users. Virtual Crash provides the Virtual Crash Software “AS IS”. End-User assumes the responsibility for the selection of the software to achieve End-User’s intended results, and for the installation, use and results obtained from the Virtual Crash Software.

b. **Uninstalling Virtual Crash Software.** UNINSTALLING THE VIRTUAL CRASH SOFTWARE SHALL CEASE ALL FUNCTIONALITY OF THE VIRTUAL CRASH PRODUCTS AND SERVICES. UNINSTALLING VIRTUAL CRASH SOFTWARE WILL RESULT IN A TERMINATION OF THIS LICENSE AND END-USER SHALL BE REQUIRED TO PURCHASE AN ADDITIONAL LICENSE IN ORDER TO OBTAIN A FULLY FUNCTIONAL COPY OF THE VIRTUAL CRASH SOFTWARE.

III. **NO REFUNDS.** Virtual Crash is not obligated to refund any fees or payments already paid by End-User for any license or Virtual Crash Software or Virtual Crash Products and Services.

IV. **INTELLECTUAL PROPERTY.**

a. **Ownership.** This EULA contains a license to use the Virtual Crash Products and Services during the Term, and shall not be considered a transfer of title to any Virtual Crash Products and Services or any intellectual property or Intellectual Property Rights related thereto. All Intellectual Property Rights in the Virtual Crash Products and Services belong exclusively to Virtual Crash. End-User is granted no implied licenses to any other Intellectual Property Rights other than as specifically granted herein. End-User shall not delete or in any manner alter the copyright, trademark, or other proprietary rights notices or markings that appear on the Virtual Crash Products and Services as delivered to End-User. To the extent End-User
provides any suggestions or comments related to the Virtual Crash Products and Services to Virtual Crash or its authorized third party agent(s) (“Feedback”), Virtual Crash shall own any such Feedback and have the right to retain, use, and disclose any such Feedback in current or future Virtual Crash Products and Services, without the approval of or further compensation to End-User.

b. **Restrictions.** Except as otherwise expressly provided under this EULA, End-User shall have no right, and End-User specifically agrees not to: (i) transfer, assign or sublicense any license to another person or entity, and End-User acknowledges that any attempted transfer, assignment, sublicense or use shall be void; (ii) make error corrections to, or otherwise modify or adapt, the Virtual Crash Products and Services or to create derivative works based upon the Virtual Crash Products and Services, or permit third parties to do the same; (iii) reverse engineer or decompile, decrypt, disassemble or otherwise reduce the Virtual Crash Products and Services to human-readable form; (iv) use or permit the Virtual Crash Products and Services to be used or otherwise rebranded for commercial use in the operation of End-User’s business or to perform services for third parties, whether as a managed service provider, outsourced business process providers, on a service bureau or time sharing basis or otherwise; (v) disclose, provide, or otherwise make available trade secrets contained within the Virtual Crash Products and Services in any form, to any third party without the prior written consent of Virtual Crash; (vi) use the Virtual Crash Products and Services to develop any software application or similar products and services; (vii) copy the written materials accompanying the Virtual Crash Software; or (viii) rent or lease the Virtual Crash Software.

V. **TERMINATION.** This EULA shall be effective during the Term. End-User may, at its election and sole discretion, terminate this EULA at any time by uninstalling all Virtual Crash Products and Services from End-User’s Devices. As explicitly set forth in Section III herein, Virtual Crash will not be liable for refunding any fees or payments for any Virtual Crash Products and Services. Virtual Crash is entitled to obtain injunctive relief if End-User’s use of the Virtual Crash Products and Services is in violation of any restrictions set forth in this EULA. This Agreement shall automatically terminate if End-User’s is subject to laws that prohibit End-User from agreeing to any provision of this EULA, and such termination shall be effective upon such date that the End-User became subject to such Applicable Laws.

VI. **ALLOCATION OF RISK.** End-User acknowledges and agrees that Virtual Crash has set its prices and entered into this EULA and permitted End-User’s use Virtual Crash Products and Services in reliance upon the disclaimers of warranty and the limitations of liability in this EULA, that the same reflect an allocation of risk between Virtual Crash and End-User (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between Virtual Crash and End-User. If End-User is subject to Applicable Laws that prohibit End-User from indemnifying Virtual Crash as set forth herein or prohibit End-User from entering into the risk allocation arrangement set forth herein, then (a) the terms of such provisions of this EULA shall apply to End-User only to the fullest extent permitted by Applicable Law, it being understood that End-User and Virtual
Crash each wish to enforce the provisions of this EULA to the maximum extent permitted by law; and (b) End-User must, within thirty (30) days of the commencement of the Subscription Term, notify Virtual Crash in writing to specifically identify the Applicable Laws that apply to End-User and the resulting modifications to the risk allocation and indemnification provisions of this EULA as a result of the application of such Applicable Laws.

VII. LIMITED WARRANTIES. Virtual Crash warrants that

a. **Virtual Crash Software.** The Virtual Crash Software will perform substantially in accordance with the Documentation for a period of ninety (90) days from the date of receipt, and any hardware accompanying the Virtual Crash Software will be free from defects in materials and workmanship under normal use and service for a period of one year from the date of receipt. Virtual Crash will promptly allow End-User to download the Virtual Crash Software and provide necessary registration credentials to the End-User, at Virtual Crash’s expense. This is End-User’s sole and exclusive remedy.

b. **Warranty Void.** This Limited Warranty is void if failure of the Virtual Crash Software has resulted from accident, abuse, or misapplication. Any replacement Virtual Crash Software will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

c. **DISCLAIMER.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, VIRTUAL CRASH PRODUCTS AND SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTY WHATSOEVER. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ARE SPECIFICALLY EXCLUDED AND DISCLAIMED BY VIRTUAL CRASH, TO THE EXTENT PERMITTED BY APPLICABLE LAW. VIRTUAL CRASH DOES NOT WARRANT THAT THE VIRTUAL CRASH PRODUCTS AND SERVICES WILL MEET END-USER’S REQUIREMENTS OR THAT THE VIRTUAL CRASH SOFTWARE AND/OR DOCUMENTATION WILL BE ERROR FREE. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF VIRTUAL CRASH PRODUCTS AND SERVICES IS WITH END-USER.

d. **Stunt Driving.** End-User understands and agrees that Virtual Crash Software is not intended to simulate or plan stunt driving of any vehicle, or high-risk maneuvers.

VIII. LIMITATION OF VIRTUAL CRASH LIABILITY. IN NO EVENT WILL VIRTUAL CRASH BE LIABLE TO END-USER FOR ANY LOST PROFITS, LOST SAVINGS, LOST USER DATA, UNAUTHORIZED ACCESS TO OR ALTERATION OF END-USER’S TRANSMISSIONS OF USER DATA, LOST REVENUE, BUSINESS INTERRUPTION, LOSS OF CAPITAL OR OTHER SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATING TO THIS EULA OR ANY VIRTUAL
IX. COPYRIGHT, PATENT, TRADE SECRET, AND TRADEMARK INDEMNITY. Subject to the limitations of Section VII, and only if End-User has purchased and is lawfully using the Virtual Crash Software, Virtual Crash will defend End-User and hold End-User harmless against liability upon any claim by any third party (unaffiliated with End-User) that the Virtual Crash Software, as furnished by Virtual Crash, infringes or violates any U.S. patent, copyright, trade secret, proprietary, or other intellectual property right of a third party as of the effective date of this EULA, provided that: (i) End-User must notify Virtual Crash promptly in writing of any notice of any such claim; (ii) End-User must cooperate with Virtual Crash in all reasonable respects in connection with the investigation and defense of any such claim; (iii) Virtual Crash shall have sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise; and (iv) should the Virtual Crash Software become, or in Virtual Crash's opinion be likely to become, the subject of a claim of copyright, patent or trademark infringement or trade secret misappropriation, End-User will permit Virtual Crash, at Virtual Crash's sole and absolute option and expense, either to: (1) procure for End-User the right to continue using the affected Virtual Crash Software; (2) replace or modify the same so that it becomes non-infringing; or (3) terminate this EULA with respect to such Virtual Crash Software and provide to End-User a refund, on a pro-rata basis, of all payments received by Virtual Crash for the Virtual Crash Software related to the infringement allegation. Notwithstanding anything herein to the contrary, however, Virtual Crash shall have no obligation or liability under any provision of this section if any copyright, patent or trademark infringement or trade secret misappropriation claim is based upon use of Virtual Crash Products and Services in a manner other than that for which it was furnished by Virtual Crash, upon any Virtual Crash Products and Services which have been modified by or for End-User in such a way as to cause it to become infringing, or upon any trademark or service mark which is not used by Virtual Crash.

X. INDEMNITY BY END-USER. End-User will, to the fullest extent permitted by Applicable Law, indemnify Virtual Crash and its officers, directors, shareholders, employees and agents and their respective successors and assigns (collectively, the “Virtual Crash Indemnified Parties”) against and hold the Virtual Crash Indemnified Parties harmless from any and all
claims, liabilities, damages, costs and expenses, including reasonable attorneys’ fees in connection with investigating, defending, or settling any claim relating to or arising out of any acts or omissions on the part of End-User which give rise to claims against Virtual Crash Indemnified Parties by third parties (unaffiliated with Virtual Crash), provided any final settlement shall require Virtual Crash’s consent (which shall not be unreasonably withheld) if the final settlement or compromise does not provide for the unconditional and full release of the Virtual Crash Indemnified Parties or if the final settlement or compromise requires the specific performance of Virtual Crash Indemnified Parties. In all events, Virtual Crash shall have the right to participate in the defense of any such suit or proceeding through counsel of its own choosing at Virtual Crash’s own cost.

XI. END-USER’S OBLIGATIONS. End-User represents and warrants that (a) End-User shall use the Virtual Crash Products and Services only for lawful purposes, and will comply with all Applicable Laws; (b) End-User shall use the Virtual Crash Products and Services only for its internal business needs and for no other commercial or third party uses; and (c) End-User’s access to and collection, use, relocation, storage, disclosure and disposition of data shall comply with all Applicable laws, including without limitation, all privacy and data security laws.

XII. GENERAL PROVISIONS.

a. Severability. Every provision of this EULA will be construed, to the extent possible, so as to be valid and enforceable. If any provision of this EULA so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision will be deemed severed from this EULA, and all other provisions will remain in full force and effect.

b. Governing Law and Jurisdiction. This EULA shall be deemed to have been made in, and shall be construed pursuant to the Applicable Laws of the State of Florida, excluding its conflicts of law rules, and any action will be commenced exclusively in a state or federal court situated within the county of Alachua in the state of Florida. End-User irrevocably submits to the jurisdiction and venue of any such court for such purpose.

c. Entire Agreement. This EULA sets forth the entire agreement and understanding between Virtual Crash and End-User regarding the subject matter hereof and supersedes any previous or contemporaneous communications, representations, proposals, commitments, understandings, negotiations, discussions, understandings, or agreements (including non-disclosure or confidentiality agreements), whether oral or written, regarding the same subject matter. Virtual Crash does not accept, expressly or impliedly and Virtual Crash hereby rejects and deems deleted any additional or different terms or conditions that End-User presents, including, but not limited to, any terms or conditions contained or referenced in any Order, acceptance, acknowledgement, or other document, or established by trade usage or prior course of dealing.
d. **Waiver.** The failure by Virtual Crash at any time to enforce any of the provisions of this EULA or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, will not constitute a waiver of such provision, right, remedy or option or in any way affect the validity of this EULA. The waiver of any default by Virtual Crash will not be deemed a continuing waiver, but will apply solely to the instance to which such waiver is directed.

e. **Correction of Errors and Inaccuracies.** Virtual Crash reserves the right to correct any errors, inaccuracies or omissions and to change or update this EULA at any time without prior notice. Virtual Crash does not, however, guarantee that any errors, inaccuracies or omissions will be corrected.

f. **Headings.** The section headings appearing in this EULA are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or extent of such section or in any way affect such section.

g. **No Joint Venture.** This EULA shall not be construed as creating any partnership, joint venture or agency relationship between Virtual Crash and the End-User.

h. **Assignment and Resale.** Virtual Crash may assign its rights and obligations under this EULA but End-User’s rights under this EULA are not assignable or transferable. End-User agrees not to resell the Virtual Crash Products and Services or any portion thereof. This EULA will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

i. **No Third Party Beneficiaries.** No third-party beneficiaries are intended or shall be construed as created by this EULA.

j. **Export Compliance.** End-User may not use or otherwise export or re-export the Virtual Crash Products and Services except as authorized by United States law and the Applicable Laws of the jurisdiction in which the Virtual Crash Products and Services were obtained. In particular, but without limitation, the Virtual Crash Products and Services may not be exported or re-exported (i) into any U.S. embargoed countries, or (ii) to anyone on the U.S. Treasury Department’s list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person’s List or Entity List. By using the Virtual Crash Products and Services, End-User represents and warrants that End-User is not located in any such country or on any such list. End-User also agrees that it will not use these products for any purposes prohibited by United States law.

k. **English Language Controls.** This EULA was prepared in the English language. For purposes of convenience, this EULA may be available in other languages. In case of discrepancies or conflicts between the English text version of this EULA and any translation, the English version shall prevail.