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META VR, INC. LICENSE AGREEMENT
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INTRODUCTION: This agreement sets forth the terms and conditions on which MetaVR, Inc. is making available to you the software (such software, together with any entity library, upgrade, update, new release, version, correction level or revision thereto which MetaVR makes or has previously made available to you in connection herewith, including any MetaVR Files as such term is defined below, hereinafter referred to as the “Software”) and related documentation (the “Documentation” and, together with the Software, the “Materials”).

LICENSE: MetaVR, Inc. (“MetaVR”) grants you a non-exclusive license (i) to install the Materials onto computers under your control and (ii) for you or your employee (and, if you are an accredited college or university, your students) to use the executable data files and object code “runtime” version of the Software application for your own internal business purposes only, provided, however that the data files and Software application may only be run or otherwise used on a computer equipped with a hardware key (or “dongle”) supplied by MetaVR, and may not be accessed over a network. MetaVR will provide one or more dongles in connection with this agreement as stated on the purchase order, quotation or online order form to which this agreement relates (the “Purchase Order”). An individual dongle may not be used by more than a single user or on more than a single computer simultaneously. Although MetaVR may provide you with one or more temporary unlock codes for the security dongle(s), you acknowledge and agree that (i) MetaVR shall have no obligation to extend or replace any such temporary codes, and (ii) you shall not receive a long-term unlock code for any dongle unless and until you have paid in full for the Software and any other services or materials identified in the purchase order, quotation or online order form to which this agreement relates. Accordingly, your use of the Software may be interrupted until such payment has actually been received by MetaVR.

RESTRICTIONS: You may not do or permit any other party to do any of the following:

1. Use the Materials other than as specifically permitted in this Agreement;
2. Copy, modify, sublicense or operate the Materials as a service bureau or ASP;
3. Permit simultaneous use of the Materials by more than one user per dongle, whether over a computer network or otherwise;
4. Attempt to alter, merge, modify, adapt, or translate the Software (including without limitation any MetaVR Files), (b) decompile, reverse engineer, decompile, disassemble, derive, or otherwise reduce the Software to a human-perceivable form, or (c) attempt to develop any software that would permit an end user to read or access the MetaVR Files. “MetaVR Files” shall mean data provided in any proprietary data format of MetaVR, including without limitation data provided in the “MDX”, “MDS”, and/or “HPX” format. The parties understand that, as used herein, the term “reverse engineer” shall include, without limitation, any use of benchmarking information or incremental output from the Software to determine MetaVR source code, algorithms or data format, or for the purpose of recreating the Software (including without limitation any MetaVR Files) or creating software or files substantially similar thereto.
5. Bypass the copy protection code or any other technological measure that controls access to the Software or Materials;
6. Make copies of the Materials other than one copy for back-up or archival purposes, and you may not use the back-up copy other than as a replacement for the original copy. You must include on any back-up copy all copyright and other notices included on the Materials;
7. Export, re-export or use the Materials or any copy thereof in violation of the export control laws of the United States of America and other countries;

8. Use any hardware key (or “dongle”) supplied to you by MetaVR in connection with the license of the Software in any manner other than in connection with the use of the Materials as permitted hereunder;
9. Use the Software to test or analyze the performance or user interface of the Software in order to develop or improve a product which competes with the Software;
10. Publish or provide to third parties performance characteristics relating to the Materials without the express written consent of MetaVR;
11. Demonstrate the Materials in public or private forums without making a good faith effort to use a platform that provides the Software sufficient performance capacity to operate at peak capacity;
12. Publish or provide this document to third parties in electronic or printed form;
13. Create or distribute derivative works based upon the Software or Materials (including without limitation databases derived from files provided to you by MetaVR).

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LIMITED WARRANTY; DISCLAIMERS: MetaVR warrants that, for a period of sixty (60) days from the date of shipment to you (or, if shorter, the period between the date of shipment to you and the end of the “Maintenance Term” defined below), the media on which the Materials are delivered will be free from defects in material and workmanship that will prevent you from loading the Software on your Computer. Your *sole and exclusive* remedy with respect to any defective media shall be the right to return such media to MetaVR, and MetaVR’s sole liability to you shall be the replacement of any defective media, provided such media are returned to MetaVR within the warranty period. This warranty is null and void in the case of any defect caused by any of the following: (i) modification of the Materials by any party other than MetaVR; (ii) use of the Materials with hardware or software other than that supplied or recommended by MetaVR; (iii) other improper or unauthorized use of the Materials by you; (iv) failures or defects in third party software or hardware; or (v) external factors such as, but not limited to, power failures or electrical surges.

EXCEPT AS SET FORTH ABOVE, THE MATERIALS ARE PROVIDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND INCLUDING WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, NONINFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY, OR FITNESS FOR ANY PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NO WARRANTY IS MADE THAT THE ENCLOSED SOFTWARE WILL GENERATE COMPUTER PROGRAMS WITH THE CHARACTERISTICS OR SPECIFICATIONS DESIRED BY YOU OR THAT THE MATERIALS WILL BE ERROR-FREE. THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE MATERIALS IS ASSUMED BY YOU.

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Without limiting the foregoing, MetaVR provides no guarantees that the Software or any upgrades or updates to the Software provided as part of the maintenance and support described below will function or perform when used on equipment that does not conform to the specifications indicated in the Documentation relating thereto.

Because certain jurisdictions prohibit the waiver of certain warranties, the above disclaimer may not apply to you and you may have additional legal rights that vary by jurisdiction.

LIMITATION ON LIABILITY: TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL META VR OR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION OF THE MATERIALS BE LIABLE FOR ANY DAMAGES OR LOSSES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DIRECT OR

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INDEMNITY OF META VR: You agree to indemnify Meta VR and its affiliates against any loss, liability or expense (including reasonable legal fees) it incurs arising out of or in connection with any breach or violation of the terms of this Agreement by you or your use of the Materials. In the event that this License Agreement has been entered into directly between Meta VR and the United States government or an agency thereof, the foregoing provision shall apply only to the maximum extent permitted by the Anti-Deficiency Act, 31 U.S.C. § 1341 et seq.

TERMINATION: Upon any material violation of any of the provisions of this Agreement, your right to use the Materials shall automatically terminate without reimbursement and you shall be obligated, within thirty (30) days of receiving a notice of termination of this license from Meta VR, to return to Meta VR all of your copies of the Materials and any hardware keys provided to you in connection therewith, destroy all electronic copies of the Materials in your possession or control, and take such additional actions as Meta VR may reasonably request to ensure that no copies of the Materials remain in your possession and control.

CONFIDENTIALITY: You agree that the Materials, the object and source code of the Software, the algorithms used by the Software, the performance characteristics of the Software, and the algorithms and functioning of any hardware keys provided to you in connection therewith are or contain the confidential and proprietary information and trade secrets of Meta VR (the "Confidential Information") and that Meta VR is providing the Materials, including the Software in object code format only, to you in confidence. You shall not and you shall not permit others to reverse engineer the Software (including by analysis of benchmarking or output information) or to access the source code, algorithms or performance characteristics of the Software. In addition, you agree (i) to preserve in strictest confidence all Confidential Information, (ii) not to disclose the Confidential Information to any third party, (iii) only to disclose the Confidential Information within your business organization to those employees (and, if you are an accredited college or university, your students) who have first agreed to be bound by the terms and conditions substantially similar to those contained herein, (iv) not to disclose any Confidential Information to any agents, contractors or consultants except if such disclosure is related to the authorized use of the Materials hereunder and after having received a commitment from such agents, contractors or consultants to be bound by substantially similar obligations with respect to such information as you are hereunder, and (v) not to use the Confidential Information for any reason except in connection with the authorized use of the Materials, in each case while this license is in effect and thereafter. You shall be responsible and liable for any unauthorized disclosure, publication or dissemination by any of your employees, students, agents or contractors of any Confidential Information. Confidential Information shall not include any information which: (a) you possess prior to the receipt hereof without obligation of confidentiality; (b) you rightfully receive from a third party without any obligation of confidentiality to such third party, and which such third party received without any obligation of confidentiality, direct or indirect, to Meta VR; or (c) is or becomes publicly available lawfully and without breach of any obligation to Meta VR by you. You may disclose Confidential Information if such disclosure is required under the terms of any statute, regulation, order, subpoena or document discovery request, provided that prior written notice of such disclosure is furnished to Meta VR as soon as practicable in order to afford Meta VR an opportunity to seek a protective order or otherwise contest or restrict such required disclosure. The parties agree to cooperate fully to limit disclosure in the event of any apparent legal requirement that Confidential Information be disclosed.

TRANSFER AND ASSIGNMENT: Except as otherwise permitted by law or the preceding portions of this paragraph, you may not transfer or assign this Agreement or the Materials without the prior written permission of Meta VR, except:

- (i) if the Purchase Order identifies a U.S. Department of Defense ("DOD") contract in furtherance of which you have ordered the Materials, this license may be transferred to any other DOD contractor who needs the Materials in furtherance of a DOD contract or to the U.S. government agency for which the contract is being performed,
- (ii) in connection with the sale of all or substantially all of your assets, this license may be transferred to the purchaser, and
- (iii) if you are acting as a systems integrator for an end user identified in the Purchase Order, this license may be transferred to the end user;

provided, however, that (x) you are then in compliance with your payment obligations under any related Maintenance Agreement then in effect with respect to the Materials, and (y) the transferee provides MetaVR with:

(A) an unqualified, written acceptance of the terms of this License and any related maintenance agreement fifteen (15) days after the transfer (and, for transfers pursuant to clause (i), identifying the DOD contract for which the Materials are required), and

(B) the name, address, telephone number and e-mail address of an employee of the transferee authorized to communicate with MetaVR in connection with this License and any related maintenance agreement.

In no case shall the Software and Materials and the related dongle be knowingly or intentionally licensed, transferred or assigned to terrorist sponsored organizations or to organizations which primarily reside within terrorist countries as defined by the United States of America Department of State.

Any transfer made pursuant to this paragraph must include all of the Software and Materials and the related dongle. You shall be solely responsible for any transfer being in compliance with United States export laws and regulations. Upon a transfer in compliance with this paragraph, the transferee shall thereafter be solely responsible for compliance with the terms of this license agreement and any related maintenance agreement (except for any breach or violation which predates the transfer, for which you shall remain responsible) and you will have no further obligation to indemnify MetaVR hereunder except with respect to your use of the Materials prior to the transfer. If you are acting as a systems integrator for an end user, you may only use the Materials to develop, install and support the systems for the end user and not for any other purpose.

MAINTENANCE AND SUPPORT: Except as you and MetaVR may otherwise have mutually agreed in writing, MetaVR will provide technical support and maintenance in connection with your use of the Materials for a one (1) year period (the "Maintenance Term") beginning on the date on which you first receive a long-term unlock code from MetaVR to unlock the dongle with which you access the Materials. Notwithstanding the foregoing, if MetaVR later provides you with any replacement for a dongle or any new unlock code for a dongle, your use of that replacement dongle or new code shall not restart, revive or extend the Maintenance Term. If you have purchased multiple seats of the Software, and have therefore received multiple dongles, the Materials accessed with each dongle will have a separate Maintenance Term, based on the date on which MetaVR first provides you with a long-term unlock code for that dongle.

The maintenance and support provided by MetaVR hereunder will consist of: (i) responding promptly via e-mail to any questions regarding reports of errors or defects in the Software; (ii) providing assistance via e-mail and telephonically relating to the installation and use of the software, and (iii) providing access to (A) any "Additional Materials" (as such term is defined below) generally released to MetaVR's customers, (B) error corrections (i.e. patches) and updates intended to fix reported errors, and (C) all product updates, upgrades and enhancements to the Software that MetaVR generally releases to its customers during the Maintenance Term.

MetaVR's maintenance and support obligations do not include: custom programming, training, implementation, database changes or support, product upgrades for which MetaVR generally imposes a separate price or fee, any requests for content revisions or changes of any kind, or any other matters not specifically covered hereunder. In addition, the provision of maintenance or support hereunder is subject to commercial availability and technological compatibility. MetaVR provides no guarantees that the Software or any upgrades or updates to the Software provided pursuant to this Maintenance Agreement will function or perform when used on equipment that does not conform to the specifications indicated in the Documentation relating thereto. MetaVR shall have no obligation to provide maintenance or support if you use or attempt to use the Software with hardware that fails to meet the minimum requirements indicated in the Documentation or otherwise modify, revise or transfer the software other than as permitted herein or without MetaVR's prior written permission.

All maintenance and support will be provided remotely during MetaVR's normal business hours. If you request that MetaVR perform maintenance or support on site at your premises or outside normal business hours, you will be responsible for all reasonable expenses incurred by MetaVR in connection with performance thereof and MetaVR reserves the right to charge its then prevailing rates per hour of service provided, or to refuse to provide such service.

EXTENSION OF MAINTENANCE TERM: At any time before the expiration of the Maintenance Term associated with a particular dongle you may extend such Maintenance Term for successive one (1) year terms, provided, however, that such extensions shall no longer be available or applicable if MetaVR has generally discontinued maintenance of the licensed version of the Software (in which case MetaVR shall refund any amounts that you have already paid for extensions that have not yet commenced). For each annual extension of the Maintenance Term associated with a dongle, you shall pay

MetaVR the applicable "Maintenance Fee" set forth in the purchase order, quotation or online order form to which this agreement relates or, if an applicable Maintenance Fee is not specified, the price then generally charged by MetaVR for the maintenance and support services described herein. All payments for extensions purchased hereunder must be received by MetaVR before the expiration of the then current Maintenance Term.

MAINTENANCE TERMINATION AND REVIVAL: The Maintenance Term will terminate automatically in the event that you (a) breach any term of this Agreement (including without limitation any payment obligation contained herein), or (b) violate or infringe any of MetaVR's intellectual property in any manner. After the expiration or termination of the Maintenance Term, MetaVR will have no obligation to provide maintenance or support for the Materials.

The Software and any updates, upgrades and enhancements thereto that are installed during the Maintenance Term will continue to be accessible after the expiration or termination of the Maintenance Term. However, even though you may be able to download and install product updates, upgrades and enhancements to the Software after the expiration or termination of the Maintenance Term, these updates, upgrades and enhancements will not function on your computer unless and until you have revived and reinstated the Maintenance Term as described below.

In the event that you wish to receive maintenance and support after the expiration or termination of the Maintenance Term, you may request that the Maintenance Term be revived and reinstated for a new one (1) year term. MetaVR may, in its sole discretion, refuse such request for any reason or for no reason. Upon notice that MetaVR has agreed to revive the Maintenance Term, you shall pay to MetaVR such amounts as would have been due hereunder had the Maintenance Term been continuously extended from the date of expiration or termination through the date of reinstatement (pro-rated on a per diem basis in the event of any renewal period of less than one year), plus the then applicable Maintenance Fee for the additional one (1) year term.

ADDITIONAL MATERIALS: In certain cases MetaVR, in its sole and absolute discretion, may provide additional software, libraries and databases, including, without limitation, MDX Read API and the MetaVR Viewpoint Protocol (collectively, the "Additional Materials"), to customers with whom MetaVR has an active maintenance relationship, as part of the maintenance and support provided to such customers in connection with their use of the Materials. Such Additional Materials, if any, that are provided to you are provided under a license which is revocable by MetaVR at will, with or without cause, in its sole and absolute discretion. Upon request by MetaVR, you agree, within five (5) days of receiving such request, to return to MetaVR all of your copies of the Additional Materials, destroy all electronic copies of the Additional Materials in your possession or control, and take such additional actions as MetaVR may reasonably request to ensure that no copies of the Additional Materials remain in your possession and control. Except that the license to such Additional Materials is terminable by MetaVR at will, the Additional Materials and the use thereof are subject to all of the provisions and restrictions contained in this license as "Software".

SUBRELEASES; ADDITIONAL MATERIALS; NEW RELEASES: Your receipt hereunder of any updates, upgrades, subreleases, or new releases of the Software, or of any Additional Material that MetaVR makes available to you either hereunder or otherwise in connection with the purchase of the Software or under a separate agreement is subject to the terms of MetaVR's standard form of license agreement in effect as of the date such software is made available. MetaVR's obligation to make such software available to you and your receipt and use thereof are conditioned on your acceptance of such current version of the license agreement at such time.

THIRD PARTY MATERIALS: MetaVR may include among the Materials or Additional Materials software, libraries or databases provided by third parties ("Third Party Materials"). Although MetaVR makes these Third Party Materials available for your convenience, in certain cases you will not be able to use or access specific Third Party Materials with, or as part of, the Software until you have first accepted specific terms and conditions provided by the owner of such Third Party Materials (e.g., by executing a clickwrap or license agreement). Your use of any Third Party Materials provided by MetaVR will be subject to both the terms of this Agreement and any terms and conditions provided by the owner of such Third Party Materials.

LOSS OF DONGLE: You understand that in order to use the Software on a computer you must use the dongle provided to you along with the Software. You agree that the safekeeping of the dongle is your responsibility and that MetaVR has no responsibility to replace a dongle that has been lost. You also agree that MetaVR has no responsibility to replace a damaged dongle unless you physically return the dongle (including the housing and all mechanical parts) to MetaVR in a manner sufficient to allow MetaVR to troubleshoot any damage thereto and confirm to MetaVR's satisfaction that there has been no attempt to use the dongle in a manner not permitted under this Agreement.

US GOVERNMENT RESTRICTED RIGHTS: The Materials have been developed entirely at private expense and the Software is "commercial computer software" as defined in DFARS 252.227-7013 (Oct. 1988), DFARS 252.211-7015 (May 1991) or DFARS 252.227-7014 (Jun. 1995), as a "commercial item" as defined in FAR 2.101(a), and "restricted computer software" as defined in FAR 52.227-19 (Jun. 1987) (or any equivalent agency regulation or contract clause). It is provided with RESTRICTED RIGHTS. The Software may only be sold or transferred to an agency or instrumentality of the United States Government under prime contracts that incorporate restrictions on government use, reproduction, or disclosure stated in either § 8 of GSA SOFTWARE LICENSE (SPECIAL ITEM NUMBERS 132-32, 132-33, or 132-34) or FAR 52.227-14 Alt. III and FAR 52.227-19, or, for sales to the Department of Defense, contracts that accept the standard commercial software license terms stated elsewhere in this license, per DFARS 227.7202-3(a); any other attempted sale is null and void. Use, reproduction, or disclosure of the Materials by the government or its agents or contractors is subject to the restrictions set forth herein and/or therein, as applicable. Contractor and manufacturer are MetaVR, Inc., 80 Somerset Road Brookline, MA 02445-4514. Use of the Materials by the Government constitutes acknowledgment of MetaVR's proprietary rights in them.

OTHER AGREEMENT: This Agreement constitutes the entire agreement between you and MetaVR (except that the parties may refer to the formal written price quote solely for the purpose of determining whether the Materials or the maintenance thereof may be transferred as described herein, determining whether the initial Maintenance Term is for a period other than described above, or determining the amount due for maintenance hereunder) and supercedes all representations, understandings and other agreements between the parties with respect to the subject matter described herein.

MISCELLANEOUS: Neither this Agreement nor any part or portion thereof may be assigned, sublicensed or otherwise transferred by you to any third party other than as explicitly permitted above. Failure of a party to enforce any provision of this Agreement does not constitute and should not be construed as a waiver of such provision or the right to enforce such provision. Subject to the immediately preceding paragraph, this Agreement represents the complete agreement concerning this license and may be amended only by a writing executed by both parties or by your electronic acceptance of a more recent version of this license agreement if such a version is provided to you by MetaVR. You must accept the then-current version of this Agreement upon installation of the Software on any computer, and upon expiration of the Maintenance Term and annually thereafter. In addition, MetaVR may require acceptance of this Agreement if your dongle is reprogrammed (such as may occur if you acquire the right to use additional Software features), or upon renewal or extension of the Maintenance Term. Your failure or refusal to accept this Agreement when prompted will prevent your further use of the Software until such acceptance occurs, and MetaVR shall have no liability to you in such event. If any provision of this Agreement is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable.

TRADEMARKS: Nothing contained herein shall give you the right to use any of MetaVR's trademarks or trade names and you agree not remove or alter any trademark, trade name, copyright or other proprietary notices, legends, symbols or labels appearing on or in any copies of the Materials.

GOVERNING LAW; VENUE: This Agreement is governed by the laws of the Commonwealth of Massachusetts, without giving effect to conflict of laws provisions thereof. Any action or proceeding brought by either party against the other arising out of or related to this Agreement shall be brought only (i) in a Massachusetts state court or federal district court for the District of Massachusetts, or, (ii) in the case of a proceeding brought by or against the United States government, in any federal district court having appropriate jurisdiction, and each of MetaVR and you hereby consents to the personal jurisdiction of such courts. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

Should you have any questions concerning this Agreement, or if you wish to contact MetaVR for any reason, please use the following contact information:

MetaVR, Inc.
80 Somerset Road, Brookline, MA 02445-4514
Tel: 617-739-2667 or at: <http://www.metavr.com>

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