



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

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.

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