

This Skeeter Enterprises LLC Terms of Use and End User License Agreement (“EULA” or the “**Agreement**”) is a binding contract between you (an individual user or single legal entity) and Skeeter Enterprises LLC governing your use of Stadia which may include any application programming interfaces made available by us (“**APIs**”), any mobile application referencing this EULA (each, an “**App**”), along with any related websites, networks, or other services provided by us including (“**Service**”), and any hardware manufactured, distributed, or sold by Skeeter Enterprises LLC (“**Hardware**”). **BY INSTALLING ANY OF THE APPS, APIs OR OTHERWISE ACCESSING OR USING THE SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THIS EULA, INCLUDING THE WARRANTY DISCLAIMERS, INDEMNITY, AND LIMITATION OF LIABILITY PROVISIONS BELOW. IF YOU ARE USING THE SERVICE ON BEHALF OF A COMPANY, ENTITY, OR ORGANIZATION, THEN YOU REPRESENT AND WARRANT THAT YOU: (A) ARE AN AUTHORIZED REPRESENTATIVE OF THAT ENTITY WITH THE AUTHORITY TO BIND THAT ENTITY TO THIS EULA; AND (B) AGREE TO BE BOUND BY THIS EULA ON BEHALF OF THAT ENTITY. IF YOU DO NOT AGREE, THEN YOU MAY NOT USE THE SERVICE. IF YOU DO NOT UNDERSTAND OR AGREE TO THESE TERMS, DO NOT INSTALL ANY OF THE APPS, APIs, HARDWARE OR OTHERWISE ACCESS OR USE ANY OF THE WEBSITES OR SERVICE.**

1. Summary of Material Terms. As provided in greater detail in this EULA (and without limiting the express language of this EULA), you acknowledge the following:

- a. the APIs and each App that you acquire rights to is licensed, not sold to you, and that you may use the APIs and Apps only as set forth in this EULA;
- b. the use of the Service may be subject to separate third party terms of service and fees, including, without limitation, your mobile network operator’s (the “**Carrier**”) terms of service and fees, including fees charged for data usage and overage, which are your sole responsibility;
- c. you consent to the collection, use, and disclosure of your personally identifiable information in accordance with the Privacy Policy, which is hereby incorporated herein by reference;
- d. the Service is provided “as is” without warranties of any kind, and Skeeter Enterprises’ liability to you is limited;
- e. the Service may require access to the following services on your mobile devices: GPS for location data; user notifications for push notifications, alerts, and icon badging.
- f. if you are using the App on an iOS-based device, then you agree to and acknowledge the “Notice Regarding Apple,” in Section 28.

2. Service Overview. The Service includes the software and hardware to run the Stadia equipment by Skeeter Enterprises LLC. Stadia provides above ground level altimetric data to the user. The Stadia hardware is meant to be used with the Stadia application. Use of the Stadia hardware or application for other means is not allowed.

3. Eligibility. You must be at least 18 years of age to use the Service. By agreeing to this EULA, you represent and warrant to us that you are at least 18 years of age, competent, and legally entitled to enter into this EULA, and you have not previously been suspended or removed from the Service. Skeeter Enterprises may terminate, or deny access to and use of, the Service, or any portion thereof, to any individual or entity for any reason, in Skeeter Enterprises' sole discretion. Skeeter Enterprises also reserves the right to bring legal action against any individual or entity for any loss or damage that it may suffer as a result of violation of the terms of this EULA.

4. Permitted Uses and Restrictions

a. **License Grant to You.** The Service is licensed, not sold, to you by Skeeter Enterprises for use only under the terms of this EULA, and Skeeter Enterprises reserves all rights not expressly granted to you. The rights granted herein are limited to Skeeter Enterprises and its licensors' intellectual property rights in the Service and do not include any other patents or intellectual property rights. Subject to your complete and ongoing compliance with the terms and conditions of this EULA, Skeeter Enterprises hereby grants you a limited, revocable, non-transferable, non-exclusive, and non-sublicensable license to: (i) install and use the App on compatible, authorized devices that you own or control, subject to any specified device limits applicable to the App (as further described in Section 4.b or any limits specified when you acquire the App from us); (ii) access and use the APIs in the manner described by any accompanying documentation; and (iii) access and use the Website; in each case solely for your own use or for the entity on whose behalf you are authorized to act. Title and intellectual property rights in and to any content displayed by or accessed through the Service belongs to Skeeter Enterprises or its applicable licensor. That content may be protected by copyright or other intellectual property laws and treaties, and may be subject to terms of use of the third party providing that content. This EULA does not grant you any rights to use that content, and you may not copy, distribute, transmit, publish, sell, transfer, create derivative works of, or otherwise exploit any such content.

b. Stadia Functionality and Device Limitations

i. **Limitations.** You may not modify, alter, reproduce, or distribute any portion of the Service. You may not directly rent, lease, lend, sell, redistribute, or sublicense the Service. You may not copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of any portion of the Service, any updates, or any part thereof (except to the extent any foregoing restriction is prohibited by applicable law or the terms of any Third Party Service (as defined below)), nor attempt to disable or circumvent any security or other technological measure designed to protect the Service or any content available through the Service. If you breach these license restrictions, or otherwise exceed the scope of the licenses granted in this EULA, then you may be subject to prosecution and damages, as well as liability for infringement of intellectual property rights, and denial of access to the Service.

ii. **Applicability to Updates.** This EULA will govern any updates provided to you by Skeeter Enterprises that replace or supplement the App, unless the upgrade is accompanied by a separate license or revised EULA, in which case the terms of that license or revised EULA will govern.

5. Consent to Use of Data. You agree that Skeeter Enterprises may collect and use technical and related information, including but not limited to technical information about your device (including device UUID), computer, your physical location, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support, and other services to you (if any) related to the App. Skeeter Enterprises may use this information, as long as it is in a form that does not personally identify you, for analytics purposes (including aggregated and anonymized analytics), to improve our products and the Service, or to provide services or technologies to you.

6. Prohibited Conduct. By using the Service, you agree not to:

- a. use the Service for any illegal purpose or in violation of any local, state, national, or international law or in a manner that causes Skeeter Enterprises to violate any law or regulation;
- b. violate, or encourage others to violate, any right of a third party, including by infringing or misappropriating any third party intellectual property right;
- c. post, upload, or distribute any User Content or other content that is unlawful, defamatory, libelous, misleading, inaccurate, or that a reasonable person could deem to be objectionable, profane, indecent, pornographic, harassing, threatening, embarrassing, hateful, or otherwise inappropriate;
- d. interfere with security-related features of the Service, including by disabling or circumventing features that prevent or limit use or copying of any content;
- e. interfere with the operation of the Service or any user's enjoyment of the Service, including by: (i) uploading or otherwise disseminating any virus, adware, spyware, worm, or other malicious code; (ii) making any unsolicited offer or advertisement to another user of the Service; (iii) attempting to collect personal information about another user or third party without consent; or (iv) interfering with or disrupting any network, equipment, or server connected to or used to provide the Service, or violating any regulation, policy, or procedure of any network, equipment, or server;
- f. perform any fraudulent activity including impersonating any person or entity, using a false e-mail address, claiming a false affiliation, accessing any other account on the Service without permission, misleading as to the origin of User Content, or falsifying your age or date of birth;
- g. sell or otherwise transfer the access granted under this EULA or any Materials (as defined below) or any right or ability to view, access, or use any Material; or
- h. attempt to do any of the acts described in this Section 6, or assist or permit any person in engaging in any of the acts described in this Section 6.

7. Responsibility of Users. We are under no obligation to edit or control User Content that you or other users post or publish, and will not be in any way responsible or liable for User Content. Skeeter Enterprises may, however, at any time and without prior notice, screen, remove, edit, or

block any User Content that in our sole judgment violates this EULA, any Skeeter Enterprises policy, or is otherwise harmful or objectionable. By operating the Service, Skeeter Enterprises does not represent or imply that it endorses the material on the Service, or that it believes that material to be accurate, useful, or non-harmful. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. The User Content could contain content that violate the terms of this EULA. For example, the User Content could contain content that is offensive, indecent, or otherwise objectionable, as well as content containing technical inaccuracies, typographical mistakes, and other errors. User Content could also contain material that violates the privacy or publicity rights, or infringes the intellectual property and other proprietary rights, of third parties, or the downloading, copying or use of which is subject to additional terms and conditions, stated or unstated. Skeeter Enterprises disclaims any responsibility for and any liability in connection with any harm resulting from the use of User Content, or from any downloading by users of User Content. You agree to waive, and do waive, any legal or equitable right or remedy you have or may have against Skeeter Enterprises with respect to User Content.

8. Third Party Services, Third Party Fees, and Linked Websites

- a. **Access to Third Party Services.** The Service may provide you with access to third party websites, databases, networks, servers, information, software, programs, systems, directories, applications, or products or services (collectively, “**Third Party Services**”).
- b. **No Control Over Third Party Services.** Skeeter Enterprises does not have or maintain any control over Third Party Services, and is not and cannot be responsible for their content, operation, or use. By linking or otherwise displaying information from or providing access to any Third Party Services, Skeeter Enterprises does not give any representation, warranty or endorsement, express or implied, with respect to the legality, accuracy, quality, or authenticity of content, information, or services provided by those Third Party Services.
- c. **Terms of Third Party Services.** Third Party Services may have their own terms of use and privacy policy, and may have different practices and requirements to those operated by Skeeter Enterprises with respect to the Service. You are solely responsible for reviewing any terms of use, privacy policy or other terms governing your use of these Third Party Services, which you use at your own risk. You are advised to make reasonable inquiries and investigations before entering into any transaction, financial or otherwise, and whether online or offline, with any third party related to any Third Party Services.
- d. **Disclaimer of Liability for Third Party Services.** You are solely responsible for taking the precautions necessary to protect yourself from fraud when using Third Party Services, and to protect your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content and material that may be included on or may emanate from any Third Party Services. Skeeter Enterprises disclaims any and all responsibility or liability for any harm resulting from your use of Third Party Services, and you hereby irrevocably waive any claim against Skeeter Enterprises with respect to the content or operation of any Third Party Services.

e. **Third Party Fees.** Your use of the Service may incur third party fees, such as fees charged by your Carrier for data usage, and may be subject to third party terms, such as your Carrier's terms of service, and you agree to pay all of those fees and abide by all of those terms. You are solely responsible for all of those fees incurred by you for use of the Service.

9. Ownership; Proprietary Rights.

a. **Stadia and Skeeter Enterprises Materials.** The Service is owned and operated by Skeeter Enterprises. The Service is licensed, not sold, and you agree not to use the Service and Materials except in their intended manner in accordance with the terms of this EULA. Skeeter Enterprises retains all rights, title, and interest in the copyrights, patents, trade secrets, trademarks, and other intellectual property pertaining to the Service and all visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code), products, software, services, and all other elements of the Service ("**Materials**") provided by Skeeter Enterprises. The Materials included in the Service are the property of Skeeter Enterprises or our third party licensors. This includes the mark "Stadia" and corresponding logo, each of which are trademarks of Skeeter Enterprises. Except as expressly authorized by Skeeter Enterprises, you may not make use of the Materials. Skeeter Enterprises reserves all rights to the Materials not granted expressly in this EULA.

b. **Customer Name and Logos.** Skeeter Enterprises may include your company, entity or organization's name, logo and/or a summary description of your and your company, entity or organization's use of the Service in Skeeter Enterprises' marketing materials, including on its website and in press releases and sales presentations.

10. Data Sync Services. Certain features of the Service may allow automatic syncing of data between your authorized devices. To accomplish data syncing, information is sent from your device to a hosted data service. Use of that feature requires compatible devices and Internet access, may require periodic updates, and may be affected by the performance of these factors. Skeeter Enterprises reserves the right to limit the number of accounts that may be created from a device and the number of devices associated with an account, including the limits specified in Section 4.b. High-speed Internet access is strongly recommended for use. You agree that meeting these requirements, which may change from time to time, is your responsibility.

11. Use of Location-based Data. The Service may include certain features or services that rely upon device-based location information, which use GPS and other location identification systems. To provide those features or services, where available, Skeeter Enterprises may collect, use, transmit, process and maintain your location data, including but not limited to the geographic location of your device and information related to your account and any devices registered thereunder, as further described in the Privacy Policy. You hereby agree and consent to Skeeter Enterprises' collection, use, transmission, processing, and maintenance of that location and account data to provide and improve those features or services.

12. Digital Millennium Copyright Act

a. **DMCA Notification.** We comply with the provisions of the Digital Millennium Copyright Act applicable to Internet service providers (17 U.S.C. §512, as amended). If you have an intellectual property rights-related complaint about material posted on the Service, you may contact our Designated Agent at:

Email: info@skeeterenterprises.com

Any notice alleging that materials hosted by or distributed through the Service infringe intellectual property rights must include the following information:

- i. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other right being infringed;
- ii. a description of the copyright-protected work or other intellectual property right that you claim has been infringed;
- iii. a description of the material that you claim is infringing and where it is located on the Service;
- iv. your address, telephone number, and email address;
- v. a statement by you that you have a good faith belief that the use of those materials on the Service is not authorized by the copyright owner, its agent, or the law; and
- vi. a statement by you that the above information in your notice is accurate and that, under penalty of perjury, you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

13. Termination; Discontinuation and Modification of the Service. This EULA is effective until terminated. Your rights under this EULA will terminate automatically without notice from Skeeter Enterprises if you fail to comply with any term(s) of this EULA. In addition, Skeeter Enterprises may in its sole discretion terminate your user account on the Service or suspend or terminate your access to the Service at any time for any reason or no reason, with or without notice. You may terminate your account at any time by contacting customer service at the applicable contact information in Section 30. If you terminate your account, you remain obligated to pay all outstanding fees, if any, incurred prior to termination relating to your use of the Service. Upon the termination of this EULA, you will cease all use of the Service and destroy all copies, full or partial, of the App. We also reserve the right to modify or discontinue the Service at any time (including by limiting or discontinuing certain features of the Service), temporarily or permanently, without notice to you. We will have no liability whatsoever on account of any change to the Service or any suspension or termination of your access to or use of the Service.

14. Privacy Policy. Your use of the Service is subject to the [Privacy Policy](#), which is hereby incorporated by reference into this EULA. By using the Service, you agree that you have read,

understood, and agree to the data collection, use, and disclosure provisions set forth in the Privacy Policy.

15. Additional Terms. Your use of the Service is subject to all additional terms, policies, rules, or guidelines applicable to the Service or certain features of the Service that we may post on or link to from the Service (the “**Additional Terms**”), such as separate end-user license agreements for any downloadable software applications, or rules applicable to a particular feature or content on the Service. All Additional Terms are incorporated by this reference into, and made a part of, this EULA.

16. Feedback. If you choose to provide input and suggestions regarding problems with or proposed modifications or improvements to the Service (“**Feedback**”), then you hereby grant Skeeter Enterprises an unrestricted, perpetual, irrevocable, non-exclusive, fully-paid, royalty-free right to exploit the Feedback in any manner and for any purpose, including to improve the Service and create other products and services.

17. Indemnification. You are responsible for your use of the Service and you will indemnify, defend and hold harmless the officers, directors, shareholders, employees, subcontractors, consultants, affiliates, subsidiaries, suppliers, agents, and assignees of Skeeter Enterprises and its licensors (including suppliers of data) from and against any and all liabilities (including claims by third parties), obligations, losses, claims, damages, costs, charges, and other expenses of any kind (including, without limitation, reasonable attorneys’ fees and legal expenses) that arise out of or relate to (a) your violation of any portion of this EULA, any representation, warranty, or agreement referenced in this EULA, or any applicable law or regulation; (b) your access to, utilization of, or alleged use of the Service; (c) other property, or privacy right; or (d) any dispute or issue between you and any third party. Skeeter Enterprises may participate in the defense and settlement of any claim for which it is entitled to indemnification hereunder, using attorneys selected by Skeeter Enterprises, at your expense.

18. Disclaimers; No Warranty; Other Limitations. YOU HEREBY WAIVE, RELEASE, AND RENOUNCE ALL WARRANTIES, OBLIGATIONS, AND LIABILITIES OF SKEETER ENTERPRISES AND ALL OTHER RIGHTS, CLAIMS, AND REMEDIES AGAINST SKEETER ENTERPRISES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO SKEETER ENTERPRISES SYSTEMS, ELECTRONIC ACCESS, ACCESS CONTROLS, THE SERVICE, ALL MATERIALS, AND CONTENT AVAILABLE THROUGH THE SERVICE, OR OTHER THINGS PROVIDED PURSUANT TO THIS AGREEMENT. SKEETER ENTERPRISES SYSTEMS, ELECTRONIC ACCESS, ACCESS CONTROLS, THE SERVICE, ALL MATERIALS, AND CONTENT AVAILABLE THROUGH THE SERVICE, OR OTHER THINGS PROVIDED PURSUANT TO THIS AGREEMENT ARE PROVIDED ON AN "AS IS" AND “AS AVAILABLE” BASIS AND THE SKEETER ENTERPRISES ENTITIES MAKE NO REPRESENTATION OR WARRANTY AS TO THE COMPLETENESS OR ACCURACY THEREOF. TO THE FULLEST EXTENT PERMITTED BY LAW, YOU (AND YOUR SUBSIDIARIES AND AFFILIATES, IF ANY) HEREBY WAIVE, RELEASE, AND RENOUNCE ALL WARRANTIES, OBLIGATIONS, AND LIABILITIES OF FOREFLIGHT AND ALL OTHER RIGHTS,

CLAIMS, AND REMEDIES AGAINST FOREFLIGHT, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO SKEETER ENTERPRISES SYSTEMS, ELECTRONIC ACCESS, ACCESS CONTROLS, THE SERVICE, ALL MATERIALS, AND CONTENT AVAILABLE THROUGH THE SERVICE, OR OTHER THINGS PROVIDED PURSUANT TO THIS AGREEMENT, EVEN IF SKEETER ENTERPRISES HAS BEEN ADVISED OF THE POSSIBILITY OF ANY DAMAGES, INCLUDING WITHOUT LIMITATION:

(A) ANY IMPLIED WARRANTY AND/OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLETENESS, QUIET ENJOYMENT, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS;

(B) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE;

(C) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY ARISING IN STRICT LIABILITY OR IN TORT, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF SKEETER ENTERPRISES; AND

(D) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY FOR LOSS OF OR DAMAGE TO ANY PROPERTY BELONGING TO YOU OR YOUR PERSONNEL.

THE SKEETER ENTERPRISES ENTITIES DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO SKEETER ENTERPRISES SYSTEMS, ELECTRONIC ACCESS, ACCESS CONTROLS, THE SERVICE, ALL MATERIALS, AND CONTENT AVAILABLE THROUGH THE SERVICE, OR OTHER THINGS PROVIDED PURSUANT TO THIS AGREEMENT. THE SKEETER ENTERPRISES ENTITIES DO NOT WARRANT THAT THE SERVICE OR ANY PORTION OF THE SERVICE, OR ANY MATERIALS OR CONTENT OFFERED THROUGH THE SERVICE, WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND DO NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED. YOUR SOLE REMEDY IN THE EVENT OF ANY DEFICIENCY, ERROR, OR INACCURACY IN THE SERVICE SHALL BE TO REQUEST THAT SKEETER ENTERPRISES CORRECT THE MATTER OR, IF SKEETER ENTERPRISES FAILS TO DO SO, TO DISCONTINUE YOUR USE OF THE SERVICE.

STADIA USES AVAILABLE DATA TO CREATE DIGITAL AND AUDIO CUES, BUT SKEETER ENTERPRISES DOES NOT GUARANTEE THAT THE DATA PROVIDED IS ACCURATE, COMPLETE, TIMELY, OR PROPERLY FORMATTED FOR DISPLAY. USERS SHOULD ALWAYS RELY ON PROPER PILOTING PROCEDURES FOR FLIGHT.

THE SERVICE IS NOT INTENDED FOR USE IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL SYSTEMS, LIFE SUPPORT MACHINES OR OTHER EQUIPMENT IN WHICH THE

FAILURE OF THE SERVICE COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE SERVICE OR ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SERVICE WILL CREATE ANY WARRANTY REGARDING ANY OF THE Skeeter Enterprises ENTITIES OR THE SERVICE THAT IS NOT EXPRESSLY STATED IN THIS EULA. YOU ASSUME ALL RISK FOR ANY DAMAGE THAT MAY RESULT FROM YOUR USE OF OR ACCESS TO THE SERVICE, YOUR DEALING WITH ANY OTHER SERVICE USER, AND ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SERVICE. YOU UNDERSTAND AND AGREE THAT YOU USE THE SERVICE, AND USE, ACCESS, DOWNLOAD, OR OTHERWISE OBTAIN MATERIALS OR CONTENT THROUGH THE SERVICE AND ANY ASSOCIATED SITES OR SERVICES, AT YOUR OWN DISCRETION AND RISK, AND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM, MOBILE DEVICE, OR AIRCRAFT), OR THE LOSS OF DATA THAT RESULTS FROM THE USE OF THE SERVICE OR THE DOWNLOAD OR USE OF THAT MATERIAL OR CONTENT. SOME JURISDICTIONS MAY PROHIBIT A DISCLAIMER OF WARRANTIES AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

19. Limitation of Liability. THE SKEETER ENTERPRISES ENTITIES SHALL HAVE NO OBLIGATION OR LIABILITY, WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY), TORT (WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF FOREFLIGHT), OR OTHERWISE, FOR ANY LOSS OF USE, REVENUE OR PROFIT, LOSS OR DAMAGES RESULTING FROM REPRODUCTION OR RECOVERY OF DATA OR INFORMATION WHICH IS LOST, CORRUPTED, OR DAMAGED IN ANY OTHER MANNER, WHETHER IN WHOLE OR IN PART, OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, GENERAL, OR CONSEQUENTIAL DAMAGES IN ANY WAY ARISING OUT OF OR RELATED TO THIS AGREEMENT. THIS PROVISION SHALL SURVIVE TERMINATION OR CANCELLATION OF THIS AGREEMENT.

20. Third Party Disputes. SKEETER ENTERPRISES IS NOT AFFILIATED WITH ANY CARRIER, SERVICE PROVIDER, OR THIRD PARTY SERVICE, AND ANY DISPUTE YOU HAVE WITH ANY CARRIER, SERVICE PROVIDER, THIRD PARTY SERVICE OR OTHER THIRD PARTY, INCLUDING, WITHOUT LIMITATION, ANY OTHER USER OF THE SERVICE, IS DIRECTLY BETWEEN YOU AND THAT THIRD PARTY, AND YOU IRREVOCABLY RELEASE SKEETER ENTERPRISES (AND OUR OFFICERS, DIRECTORS, AGENTS, SUBSIDIARIES, JOINT VENTURES AND EMPLOYEES) FROM ANY AND ALL CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THOSE DISPUTES.

21. Export Control. The user hereby understands and agrees that use of any Skeeter Enterprises software, data, documentation or other materials, including Skeeter Enterprises' Website, APIs, and Apps (hereinafter, "Skeeter Enterprises Materials"), including transferring,

posting, or uploading data or other content via the Website, APIs, and Apps, shall be in compliance with all applicable U.S. export and import statutes and regulations including the *International Traffic In Arms Regulations* (“ITAR”) the U.S. Department of State and the *Export Administration Regulations* (“EAR”) of the U.S. Department of Commerce (hereinafter, the “Export Control Laws”). Further, use of Skeeter Enterprises Materials may not be directly or indirectly exported or re-exported (a) into any U.S. sanctioned or embargoed countries; or (b) to anyone on the U.S. Department of the Treasury list of Specially Designated Nationals or the U.S. Department of Commerce Denied Persons List or Entity List. User represents and warrants that user is not located in any such country or on any such List. Further, user agrees that it will not upload data or software subject to the ITAR or otherwise requiring a license or other authorization pursuant to the Export Control Laws to the user’s account without prior approval from Skeeter Enterprises. The provisions of this Section 26 shall survive termination of the relationship between user and Skeeter Enterprises. Violation of its provisions shall be determined at the sole discretion of Skeeter Enterprises and serve as the basis for immediate termination of the relationship with the user.

22. Government End Users. The App, Hardware, and related documentation are “Commercial Items,” as that term is defined at 48 C.F.R. §2.101, consisting of “Commercial Computer Software” and “Commercial Computer Software Documentation,” as those terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users: (a) only as Commercial Items; and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

23. Controlling Law. This EULA is governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles that would result in the application of the laws of another jurisdiction. This EULA is not governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. If a lawsuit or court proceeding is permitted under this EULA, then you and Skeeter Enterprises agree to submit to the personal and exclusive jurisdiction of the state courts and federal courts located within a county of Skeeter Enterprises choosing at the time of the grievance. YOU AND SKEETER ENTERPRISES HEREBY WAIVE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TRIAL BY JURY IN ANY PROCEEDING IN ANY COURT WITH RESPECT TO, IN CONNECTION WITH OR ARISING OUT OF THIS EULA AND ANY PROCEEDING IN ANY COURT WITH RESPECT TO THE VALIDITY, PROTECTION, INTERPRETATION, COLLECTION OR ENFORCEMENT OF THIS EULA, WHETHER PURPORTING TO BE AT LAW OR IN EQUITY, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE.

24. CLASS ACTION WAIVER. WHERE PERMITTED BY APPLICABLE LAW, YOU AND SKEETER ENTERPRISES AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION. Unless both you and Skeeter Enterprises agree, no arbitrator or judge may consolidate

more than one person's claims or otherwise preside over any form of a representative or class proceeding.

25. Consent to Electronic Communications. By using the Service, you consent to receiving certain electronic communications from us as further described in this EULA or our Privacy Policy. Please read our Privacy Policy to learn more about our electronic communications practices. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that those communications be in writing. You agree that Skeeter Enterprises may send periodic email newsletters to email addresses users have used with Skeeter Enterprises in connection with the Service. To be excluded from these mailings, send an email to the applicable email address in Section 30 indicating the email address you want removed. If you are a European citizen and the General Data Protection Regulation ("GDPR") applies to you, you can find details about your rights under the GDPR in our Privacy Policy.

26. Modification of this EULA. We reserve the right, at our discretion, to change this EULA on a going-forward basis at any time. Please check this EULA periodically for changes. If a change to this EULA materially modifies your rights or obligations, you will be required to accept the modified EULA in order to continue to use the Service. Material modifications are effective upon your acceptance of the modified EULA. Immaterial modifications are effective upon publication. Disputes arising under this EULA will be resolved in accordance with the version of this EULA that was in effect at the time the dispute arose.

27. General. This EULA, together with the Privacy Policy and any other agreements expressly incorporated by reference into this EULA, are the entire and exclusive agreement between you and Skeeter Enterprises with respect to the use of the Service and all prior or contemporaneous understandings regarding that subject matter. Except as expressly permitted above, this EULA may be amended only by a written agreement signed by authorized representatives of you and Skeeter Enterprises. Any translation of this EULA is done for local requirements and in the event of a dispute between the English and any non-English versions, the English version of this EULA will govern. You may not assign or transfer this EULA or your rights under this EULA, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign this EULA at any time without notice or consent. The failure to require performance of any provision will not affect our right to require performance at any other time after that, nor will a waiver by us of any breach or default of this EULA, or any provision of this EULA, be a waiver of any subsequent breach or default or a waiver of the provision itself. Use of section headers in this EULA is for convenience only and will not have any impact on the interpretation of any provision. NOTHING IN THIS EULA WILL AFFECT ANY NON-WAIVABLE STATUTORY RIGHTS THAT APPLY TO YOU. If any part of this EULA is held to be invalid or unenforceable, the validity, legality, and enforceability of the remaining provisions will remain in full force and effect. Upon termination of this EULA, Sections 1, 2, and 5 through 30, along with the Privacy Policy and any other accompanying agreements, will survive.

28. Notice Regarding Apple. If you are using our mobile applications on an iOS device, the terms of this Section 33 apply. You acknowledge that this EULA is between you and Skeeter Enterprises only, not with Apple, and Apple is not responsible for the Service or its content.

Apple has no obligation to furnish any maintenance or support services with respect to the Service. If the Service fails to conform to any applicable warranty, you may notify Apple, and Apple will refund any applicable purchase price for the mobile application to you; and, to the maximum extent permitted by applicable law, Apple has no other warranty obligation with respect to the Service. Apple is not responsible for addressing any claim by you or any third party relating to the Service or your possession or use of the Service, including: (a) product liability claims; (b) any claim that the Service fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement, or discharge of any third party claim that the Service or your possession and use of the mobile application infringe that third party's intellectual property rights. You agree to comply with any applicable third party terms when using the Service. Apple and Apple's subsidiaries are third party beneficiaries of Section 33 of this EULA, and upon your acceptance of this EULA, Apple will have the right (and will be deemed to have accepted the right) to enforce this Section 33 of this EULA against you. You hereby represent and warrant that: (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

Copyright (c) 2020 Skeeter Enterprises LLC.

Some portions Copyright (c) 2008, Google Inc. All rights reserved.

Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met: Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.

Neither the name of the copyright holder nor the names of its contributors may be used to endorse or promote products derived from this software without specific prior written permission.

THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE COPYRIGHT HOLDER OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

29. Waiver of Liability. You agree to not hold Skeeter Enterprises LLC, including its owners or subsidiaries, liable for any damage to people or property while using the Stadia device and/or app. Stadia is not designed to replace any portion of a pilot's judgment or aircraft instrumentation, and pilots and users should only use Stadia if they are comfortable with its operation before use.

30. Contact Information

Email: info@skeeterenterprises.com