J2 Universal Tool-Kit

End User License Agreement and Limited Warranty for J2 Universal ToolKit

Published March 2020

For the latest information, please see http://www.j2aircraft.com

Introduction

This J2 Aircraft Dynamics End-User License Agreement ("EULA") is a legal AGREEMENT between you (either as a registered individual user or as the registered representative and on behalf of a single entity) and J2 Aircraft Dynamics for the J2 Universal Tool-Kit (comprising of but not limited to J2 Builder, J2 Freedom, J2 Elements, J2 Visualize, J2 Virtual, J2 Flight, J2 Developer, J2 Classical, J2 Performance, J2 Pilot, J2 Pilot SDK, J2 Rotary and J2 Universal Framework) software product identified above, which product includes computer software and may include associated media, printed materials, and "online" or electronic documentation ("SOFTWARE PACKAGE"). By installing, copying, or otherwise using the SOFTWARE PACKAGE, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, then DO NOT install or use the SOFTWARE PACKAGE; in such event the original purchaser may, however, return it to the place of purchase within thirty days of the date of original purchase for a full refund.

Software Package License

This SOFTWARE PACKAGE is protected by copyright law and international copyright treaty. The SOFTWARE PACKAGE product is licensed, not sold.

Grant of License

The SOFTWARE PACKAGE may be copied onto a computer to be used, and the user may wish to create archive copies of the SOFTWARE PACKAGE for the sole purpose of backing up the SOFTWARE PACKAGE and therefore protecting their investment from loss.

This SOFTWARE PACKAGE although distributed on a single license per copy basis, may be used by any number of people, and may be freely moved from one computer or location to another, so long as there is **no possibility** of it being used by more than one individual at any one time without the express permission of J2 Aircraft Dynamics or the procedures and practices associated with the license recovery from a broken machine are followed.

In the event of j2 software licenses being located on a central server, the j2 Universal Framework holds the licence access controls which permits the number of users who can access j2 Software at any one time according to the license numbers held.

Software Assurance, Maintenance and Support Updates

All subsequent versions of the SOFTWARE PACKAGE received as part of a software assurance, maintenance and support agreement are also covered by this document and must be treated as the original SOFTWARE PACKAGE.

Users who go out of the software assurance, maintenance and support agreement validity will no longer receive j2 software updates and will be required to re-purchase new licenses should replacement or j2 software upgrade be requested once the first year anniversary of the original software purchase date has passed or agreement renewal date has passed, whichever is relevant.

Additional Users

Users may be added, by paying for an additional SOFTWARE PACKAGE, so long as the number of persons who are qualified and have access to the package at any one time isn't more than the number of authorised licenses purchased.

Copyright

All title and copyrights in and to the SOFTWARE PACKAGE (including but not limited to any images, photographs, and text incorporated into the SOFTWARE PACKAGE), the accompanying printed materials, and any copies of the SOFTWARE PACKAGE are owned by J2 Aircraft Dynamics or its nominated suppliers/exclusive agents. The SOFTWARE PACKAGE is protected by copyright laws and international treaty provisions. Therefore, it must be treated as any other copyrighted material, *except* that either (a) a copy of the SOFTWARE PACKAGE is made solely for the purpose of backup or archival purposes or (b) installed on a computer system where the number of copies available for use at any one time does not exceed the number of licenses purchased.

Limited Warranty

J2 Aircraft Dynamics warrants the physical media and physical documentation provided by J2 Aircraft Dynamics to be free of defects in materials and workmanship for a period of ninety days from the original purchase date. If J2 Aircraft Dynamics receives notification within the warranty period of ninety days of any defects in materials or workmanship, and determines that such notification is correct J2 Aircraft Dynamics will replace the defective media or documentation.

RETURNS WILL NOT BE ACCEPTED WITHOUT PRIOR NOTIFICATION

The entire and exclusive liability and remedy for breach of this limited warranty shall be limited to the replacement of defective media or documentation and shall not include or extend to any claim for or right to recover any other damages, including but not limited to, loss of profit, data, or use of the SOFTWARE PACKAGE or special, incidental or consequential damages, or other similar claims even if J2 Aircraft Dynamics has been specifically advised of the possibility of such damages.

The aim of the SOFTWARE PACKAGE is to be used as a design, analysis, simulation and teaching aid. It is not to be used as the sole method for assessing aircraft characteristics and safety, in place of established methods. In no event will J2 Aircraft Dynamics' liability for any damages to the client or any other person ever exceed the lower of the list price or the actual price paid for the package or the licence to use the SOFTWARE PACKAGE, regardless of the form of the claim.

J2 AIRCRAFT DYNAMICS SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, REPRESENTATIONS. OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL OTHER IMPLIED TERMS ARE EXCLUDED.

Specifically, J2 Aircraft Dynamics makes no representation or warranty that the SOFTWARE PACKAGE or documentation are "error free", or meet any user's particular standards, requirements, or needs. In all events, any implied warranty, representation, condition, or other term is limited to the physical media and documentation and is limited to the ninety-day duration of the limited warranty.

General Provisions

This statement may be modified only in writing signed by the client and an authorised officer of J2 Aircraft Dynamics Ltd. If any provision of this statement is found to be void or unenforceable, the remainder will remain valid and enforceable according to its terms. If any remedy provided is determined to have failed of its essential purpose, all limitations of liability and exclusions of damages set forth in the limited warranty shall remain in effect.

For more information: <u>http://www.j2aircraft.com</u>

© 2020 J2 Aircraft Dynamics Ltd. All rights reserved. J2 Builder, J2 Freedom, J2 Elements, J2 Visualize, J2 Virtual, J2 Flight, J2 Developer, J2 Classical, J2 Performance, J2 Pilot, J2 Pilot SDK, J2 Rotary and J2 Universal Framework are trademarks of J2 Aircraft Dynamics Ltd in the United Kingdom and/or other countries.