

### **xmCHART 3.3 Standard License**

This binary code Standard User License ("License") contains rights and restrictions associated with the use of the accompanying X2max Software ("X2max") xmCHART software and documentation ("Software"). Read the License carefully before using the Software. By using the Software you agree to the terms and conditions of this License.

1. License to Use. The Licensee is granted a right to use this Software and agrees to indemnify, hold harmless, and defend X2max and its licensors from and against any and all claims or lawsuits, including attorneys' fees, that arise or result from the use or distribution of Software.
2. Restrictions. Software is confidential copyrighted information of X2max and title to all copies is retained by X2max and/or its licensors. The Licensee shall not decompile, disassemble, decrypt, extract, or otherwise reverse engineer Software. Software may not be leased, assigned, or sublicensed, in whole or in part. Software is not designed or intended for use in online control of aircraft, air traffic, aircraft navigation or aircraft communications; or in the design, construction, operation or maintenance of any nuclear facility. The Licensee warrants that it will not use or redistribute the Software for such purposes. You may install and use at your organization the number of copies of xmCHART that the license has granted you.
3. Trademarks and Logos. This License does not authorize the Licensee to use any X2max name, trademark or logo.
4. Disclaimer of Warranty. Software is provided "AS IS," without a warranty of any kind. ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, ARE HEREBY EXCLUDED.
5. Limitation of Liability. X2max AND ITS LICENSORS SHALL NOT BE LIABLE FOR ANY DAMAGES SUFFERED BY LICENSEE OR ANY THIRD PARTY AS A RESULT OF USING OR DISTRIBUTING SOFTWARE. IN NO EVENT WILL X2max OR ITS LICENSORS BE LIABLE FOR ANY LOST REVENUE, PROFIT OR DATA, OR FOR DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, ARISING OUT OF THE USE OF OR INABILITY TO USE SOFTWARE, EVEN IF X2max HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. Severability. If any of the above provisions are held to be in violation of applicable law, void, or unenforceable in any jurisdiction, then such provisions are herewith waived or amended to the extent necessary for the License to be otherwise enforceable in such jurisdiction. However, if in X2max's opinion deletion or amendment of any provisions of the License by operation of this paragraph unreasonably compromises the rights or increase the liabilities of X2max or its licensors, X2max reserves the right to terminate the License.
7. Error proneness. The License is granted as is. The Licensees are aware that Software may not be fault tolerant and any damages as a result of errors are for the Licensee's risk only.