



## End User License Agreement

**IMPORTANT - READ CAREFULLY:** This End User License Agreement (“EULA” or “Agreement”) governs your use of the Services, as defined, provided by FlyingBytes™, LLC (“FlyingBytes”, “we”, “us”, and “our”). In this EULA, you and each of your authorized users or agents are referred to as “you” “your” or “Customer”.

**THIS EULA IS A BINDING AGREEMENT BETWEEN YOU AND FLYINGBYTES. BY SELECTING THE “I ACCEPT” BOX, DOWNLOADING, ACCESSING, INSTALLING OR OTHERWISE USING THE SOFTWARE, YOU AGREE TO ALL OF THE TERMS OF THIS EULA. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS, DO NOT SELECT THE “I ACCEPT” BOX, ACCESS, DOWNLOAD, INSTALL OR OTHERWISE USE THE SOFTWARE. YOU ARE NOT AUTHORIZED TO USE THE SOFTWARE UNLESS AND UNTIL YOU HAVE AGREED TO BE BOUND BY ALL OF THE TERMS OF THIS EULA AND THE TERMS OF USE.**

Additional or different terms and conditions may apply to your access or use of the Services (hereinafter “Additional Terms”). Additional Terms include those incorporated by reference in this Agreement, including terms and conditions that incorporate this Agreement by reference, and include applicable Documentation. All Additional Terms provided by FlyingBytes are hereby incorporated in their entirety into this Agreement. In the event of a conflict or inconsistency between the terms and conditions of this Agreement and such Additional Terms, the Additional Terms shall control with respect to the subject matter and the particular service or offering to which such Additional Terms apply. The use of FlyingBytes’s Website is governed by FlyingBytes’s Website Terms of Use, which are incorporated herein by this reference.

1. **Software and Services.** For the purposes of this EULA “Software” means FlyingBytes’ software, applications, and related technologies and Documentation made available by FlyingBytes, including any FlyingBytes application downloaded from an Application Store (“Licensed Application”), as further defined. Software shall also include any FlyingBytes application programming interfaces, frameworks, algorithms, tools, utilities, methodologies, templates, Documentation, and other materials, information and processes related to FlyingBytes’s services, before, on or after the Effective Date, and all modifications and derivative works thereof. For the purpose of this EULA “Documentation” means FlyingBytes’s technical documentation, specifications, and operating instructions or pricing information made available to you related to the Services, including any online documentation that FlyingBytes makes available on the FlyingBytes websites regarding the Services. For the purposes of this EULA “Services” means the Software, and any services provided by FlyingBytes, and all output or results from the use of the Software and FlyingBytes’s services.

2. **Your License to Use the Services.** Subject to the terms and conditions of this EULA, including the payment of any applicable fees and compliance with Section 5 (Limitations of Use), FlyingBytes grants to you a limited, non-exclusive, non-transferable, personal, non-sublicensable, and revocable, license to install, download and use the Software on a device under your exclusive ownership and control only for the purposes described in the Documentation, and to use the Services, solely for your internal personal use. Your employees and contractors are permitted to access and use the Software and Services on your behalf, provided that you are responsible for their compliance with the terms and conditions of this EULA. Uses of the Software not expressly authorized herein are prohibited.

3. **License from You to FlyingBytes.** You hereby grant, and agree to grant, FlyingBytes the right to use all information and data provided by or on your behalf to FlyingBytes or on FlyingBytes’s behalf (“Data”) for FlyingBytes to create and provide the Services, including but not limited to the right to

monitor, review, troubleshoot, improve, and perform the Services. You understand and agree that you are responsible for ensuring that you have obtained all rights and consents in order for FlyingBytes to use the data provided by you related to the Services, and for FlyingBytes to perform the Services. Without limiting the foregoing, you consent to the processing, storage and transmittal of Data in connection with the use of the Services.

4. **Reservation of Rights.** You acknowledge that except for rights specifically granted to you in Paragraph 2 of this EULA, FlyingBytes and its licensors retain all rights title and interests in and to the Services, including but not limited to all Intellectual Property therein, and except as explicitly provided in this EULA, nothing will confer any license to any FlyingBytes Intellectual Property by implication, estoppel, or otherwise. "Intellectual Property" means patents, copyrights, trade secrets, and trademarks (including trade names, logos and service marks), whether registered or unregistered, and including any applications or registrations for each, and their equivalents on a worldwide basis, and all rights related to each of them.

5. **Limitations of Use.** You may not: (a) copy, modify, or make derivative works of the Services; (b) sublicense, lease, sell, rent, use or otherwise transfer or make available the Services; (c) reverse engineer, decompile, disassemble, or attempt to derive the source code or equivalent of the Services (including the Software); (d) create a competing product to the Services; (e) remove, alter, cover, or distort any copyright, patent or other attribution on or in the Software or Documentation, or (f) conduct benchmarking or other studies comparing the Services to any third party commercial offering, or publish the results related to the performance of the Software or Services. If you sell or otherwise transfer a device on which the Software is installed, you must remove the Software from such device before doing so. You may print copies of Documentation as reasonably necessary for permitted use of the Software, but such copies shall not be distributed to third parties.

6. **Fees, Term and Termination.**

6.1 **Fees.** Applicable Fees. Use of FlyingBytes's Services is conditioned upon the payment of any applicable fees. Information about FlyingBytes's fees for applicable Services may be available from FlyingBytes on its Website or otherwise, at FlyingBytes's applicable rates at the time of use. You are responsible for the payment of all fees applicable to the Services, and for the payment of taxes applicable to the Services, including but not limited to all federal, state, local, sales tax, value added tax, or other taxes, all of which shall be in addition to the fees payable for the Services. All fees are non-refundable, including upon termination of the Agreement for any reason.

6.2 **Term.** This Agreement is effective upon Customer consenting to this Agreement as evidenced by accepting these terms online (either electronically or otherwise) or the date you first download, access or use the Services in any way (the "Effective Date"). The term of this EULA shall commence on the Effective Date and shall continue until terminated in accordance with paragraph 6.3, or at the end of the term for which you have licensed and paid for the Services in accordance with applicable Documentation, as may be updated from time to time.

6.2 **Termination.** FlyingBytes may terminate this EULA and your access to the Services immediately upon fourteen (14) days' notice to you, for convenience, for any or no reason. FlyingBytes may terminate this EULA and your access to the Services immediately without notice to you if FlyingBytes, in FlyingBytes's sole and exclusive determination, believes: a) you have breached Section 5 (Limitations of Use); b) you have breached Section 11 (Warranties), or; c) it is appropriate to terminate the EULA in order to comply with or prevent the non-compliance with Regulations or a third party agreement, or in order to protect its or a third-party's Intellectual Property rights. Upon termination of this EULA for any reason you shall within seven (7) days from such termination return all FlyingBytes Confidential Information to FlyingBytes and remove the Software from your computer and other devices.

7. Application Store Additional Terms. The following terms and conditions apply to applications downloaded from an Application Store. For the purpose of this EULA, "Application Store" means a third-party website or portal from which applications, including FlyingBytes' application, may be downloaded, including those hosted and operated by Apple, Google, or other third party (such third party hereinafter referred to as "App Store Host"):

7.1 Acknowledgement. You and FlyingBytes acknowledge that this EULA is between you and FlyingBytes only, and not with App Store Host, and FlyingBytes and you are solely responsible for the Licensed Application and the content thereof. "Licensed Application" means a FlyingBytes Application downloaded from an App Store Host.

7.2 Scope of License. The license granted to you for the use of the Licensed Application from Apple is limited to a non-transferable license to use the Licensed Application on any Apple-branded Products that you own or control and as permitted by the Usage Rules set forth in the Apple Media Services Terms and Conditions available on Apple.com, except that such Licensed Application may be accessed and used by other accounts associated with the purchaser via Family Sharing or volume purchasing.

7.3 Maintenance and Support. You understand and agree that App Store Host is not responsible for providing any maintenance and support services with respect to the Licensed Application, as may otherwise be provided in this EULA, or as required under applicable law. You and FlyingBytes acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Licensed Application.

7.4. Warranty. In the event of any failure of the Licensed Application to conform to any applicable warranty provided in this EULA, if any, you may notify Apple, and Apple will refund the purchase price, if any, for the Licensed Application to you; and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Licensed Application. Any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be governed by the terms and conditions of this EULA.

7.5 Product Claims. You and FlyingBytes, and not an App Store Host, are responsible for addressing any claims by you or any third party relating to the Licensed Application or your possession and/or use of that Licensed Application, including, but not limited to: (i) product liability claims; (ii) any claim that the Licensed Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection, privacy, or similar legislation.

7.6. Intellectual Property Rights. You acknowledge that in the event of any third party claim that the Licensed Application or your possession and use of that Licensed Application infringes a third party's Intellectual Property rights, the App Store Host shall not be responsible for the investigation, defense, settlement and discharge of any such infringement claim, and any such claim shall be subject to this EULA.

7.7 Third Party Terms of Agreement. You must comply with applicable third party terms of agreement when using the Licensed Application, and you agree that Apple, and Apple's subsidiaries, are third party beneficiaries of this EULA, and that, upon your acceptance of the terms and conditions of the EULA, Apple will have the right (and will be deemed to have accepted the right) to enforce the EULA against the End-User as a third party beneficiary thereof.

8 Web Portal. The Software operates in conjunction with certain functionality contained in FlyingBytes's Website located at [flyingbytes.org](http://flyingbytes.org) or [dev.flyingbytes.org](http://dev.flyingbytes.org). Your use of the Web Portal is governed by the FlyingBytes's Terms of Use available here [flyingbytes.org/termsfuse/](http://flyingbytes.org/termsfuse/) which are incorporated by this reference, and which FlyingBytes may update from time without notice.

9. Account Registration, Password and Security. Your use of the Software may require you to register through the Web Portal and you may be asked to select a password. You agree to provide accurate and truthful information when registering and to update such information to keep it true and accurate. Select a password that would be difficult to guess, and change it regularly as an added precaution. You

agree not to share your password or share access to your account. You agree that you are responsible for activities that occur under your account. You agree to notify us immediately of unauthorized use of your password or account. If you are an individual registering on behalf of an organization you warrant that you have the authority to agree on behalf of such organization, and do agree to this EULA on behalf of such organization. We reserve the right to take such action in our discretion to help ensure the security of the Software, the Web Portal, FlyingBytes's systems, and the use of each, including without limitation, terminating an account or license.

10. **Minimum Required Technology.** You are solely responsible for providing and maintaining, at your own cost and expense, the minimum required technology, systems, and dependencies necessary to use and access the Services, including all hardware, software, operating systems, network connectivity, and other technologies required to install, access, and utilize the Software. You are solely responsible for any damage to or technical difficulties that arise from your use of the Services on your computers, computer system(s), or computer network, as well as your connection with and use of the Web Portal.

11. **Confidential Information.**

11.1 **Definition.** You acknowledge that the Services contain FlyingBytes confidential, trade secret, and proprietary information concerning the Services ("Confidential Information"). Without limiting the generality of the foregoing, FlyingBytes Confidential Information includes all FlyingBytes products and services, the Software, Documentation, and all information related to FlyingBytes's fees and pricing, business, financial, employee, and product information, marketing plans, business plans, customer names and lists, or any other FlyingBytes information that by its nature would be understood by a reasonable person to be proprietary or confidential.

11.2 **Non-Disclosure.** You agree that you: (a) will use FlyingBytes's Confidential Information only as allowed under this EULA or to receive the Services under this Agreement; (b) will treat FlyingBytes's Confidential Information as confidential and proprietary and will not disclose such information to any third party, and; (c) shall use at least reasonable precautions to protect FlyingBytes's Confidential Information. Upon termination or expiration (without renewal) of this Agreement, unless otherwise required by Regulation, you will return to FlyingBytes or destroy all tangible items containing any of FlyingBytes's Confidential Information which is held by you or on your behalf. You acknowledge that monetary damages will not be a sufficient remedy for unauthorized use or disclosure of FlyingBytes's Confidential Information and that in the event FlyingBytes Confidential Information is used in a manner that is not explicitly authorized herein, or in a manner that violates the terms and conditions of this EULA, FlyingBytes shall be entitled, without waiving other rights or remedies, to injunctive or equitable relief as FlyingBytes may request in any court of competent jurisdiction, without the need to post a bond.

12. **Warranties.** You represent and warrant that you shall comply with any applicable terms and conditions relating to your use of any third-party applications, networks or systems that you may use with or in connection with its use of the Services. You further represent and warrant that you: a) have the necessary authority to enter into this EULA; (b) shall comply with all applicable laws and Regulations; (c) will comply with the terms and conditions of this EULA; d) will not use the Services in a manner that will infringe the Intellectual Property rights of FlyingBytes or any third-party, and; (d) shall not use or combine the Services with any third party software, data or technologies where such combination is not permitted or where such use constitutes an infringement of third party Intellectual Property rights, or other third party rights.

13. **Indemnities.** You agree to indemnify, defend and hold harmless FlyingBytes from and against any claims, demands, causes of action and judgments, damage and losses (including reasonable attorneys' fees) (collectively, "FlyingBytes Claims") by any third party arising out of: (a) any breach or alleged breach of your warranties in this EULA; (b) your use of the Services, or; (c) your use of the

Services in combination with any of your or any third party's products or services, including intellectual property infringement claims relating thereto. FlyingBytes shall have the option to undertake and control the defense and settlement of any such FlyingBytes Claim; provided, however, that you may participate in any such proceeding at your own expense with counsel of its own choosing.

14. **DISCLAIMERS.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SERVICES ARE PROVIDED AS-IS AND AS AVAILABLE, AND FLYINGBYTES DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS RELATING TO THE SERVICES AND THIS AGREEMENT, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTY OF NON-INFRINGEMENT OF INTELLECTUAL PROPERTY. FLYINGBYTES SHALL NOT BE LIABLE FOR ANY DAMAGES RELATED TO THE USE OF THE SERVICES, OR LOSS OF OR DAMAGE TO ANY DATA, SYSTEMS, NETWORKS, OR COMPUTERS, INCLUDING YOUR DATA, AND REGARDLESS OF WHO OWNS THE DATA, INCLUDING DUE TO THE UNAVAILABILITY OF THE SERVICES. YOU ARE SOLELY RESPONSIBLE FOR DETERMINING YOUR OWN DATA BACKUP AND RETENTION REQUIREMENTS BASED ON YOUR OWN NEEDS AND APPLICABLE LAWS OR REGULATIONS. FLYINGBYTES HAS NO WAY OF CONFIRMING THE ACCURACY OF THE DATA IT RECEIVES OR PROVIDES DURING THE PERFORMANCE OF, OR YOUR USE OF THE SERVICES, AND FLYINGBYTES SHALL NOT BE LIABLE TO ANY PARTY FOR ANY USE OF THE SERVICES, OR ANY INACCURATE OR FAULTY DATA, OR YOUR USE OF THE RESULTS OF THE SERVICES, INCLUDING DUE TO ANY INACCURATE OR FAULTY DATA.

FOR THE AVOIDANCE OF DOUBT, AND WITHOUT LIMITING THE FOREGOING, FLYINGBYTES CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE OPERATION OF THE SERVICES AND/OR WEB PORTAL, WILL BE ERROR-FREE, UNINTERRUPTED, TIMELY, SECURE, FREE FROM VIRUSES AND OTHER HARMFUL COMPONENTS, FREE FROM UNAUTHORIZED ACCESS (INCLUDING THIRD-PARTY HACKERS OR DENIAL OF SERVICE ATTACKS), OR OTHERWISE MEET YOUR REQUIREMENTS, EXCEPT FOR AS MAY BE REQUIRED BY APPLICABLE LAW.

THE SOFTWARE MAY CONTAIN THIRD PARTY SOFTWARE, INCLUDING OPEN SOURCE SOFTWARE ("THIRD PARTY SOFTWARE"). THIRD PARTY SOFTWARE MAY BE LICENSED UNDER, AND ITS USE BY YOU MAY BE SUBJECT TO, THE TERMS AND CONDITIONS OF THE APPLICABLE LICENSE GOVERNING SUCH THIRD PARTY SOFTWARE. THIRD PARTY SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN NO EVENT SHALL FLYINGBYTES OR THE AUTHORS OR COPYRIGHT HOLDERS OF ANY THIRD PARTY SOFTWARE BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH ANY THIRD PARTY SOFTWARE OR THE USE OR OTHER DEALINGS IN ANY THIRD PARTY SOFTWARE.

SERVICES MAY PROVIDE LINKS TO OR ACCESS OR USE THIRD-PARTY WEBSITES, OR ACCESS THIRD-PARTY CONTENT, PRODUCTS, AND SERVICES ("THIRD PARTY CONTENT"). FLYINGBYTES IS NOT RESPONSIBLE FOR THIRD PARTY CONTENT PROVIDED ON OR THROUGH THE SERVICES OR FOR ANY CHANGES OR UPDATES TO SAME. THIRD PARTY CONTENT IS OFFERED AS-IS, WITH NO WARRANTIES, AND CUSTOMER LIABLE FOR ALL RISKS AND DAMAGES ASSOCIATED WITH THE ACCESS TO, AND USE OF, SUCH THIRD PARTY CONTENT.

15. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FLYINGBYTES'S LIABILITY TO YOU FOR DAMAGES ARISING OUT OF THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT PAID BY YOU FOR THE SERVICES DURING THE PREVIOUS MONTH IMMEDIATELY PRECEDING THE EVENT THAT GAVE RISE TO A CLAIM,

AND IN NO CASE MORE THAN TWENTY FIVE (\$25) U.S. DOLLARS. HOWEVER, THIS LIMITATION OF LIABILITY DOES NOT APPLY TO ONE PARTY'S FAILURE TO PAY AMOUNTS DUE UNDER THIS AGREEMENT. UNDER NO CIRCUMSTANCES WILL FLYINGBYTES BE RESPONSIBLE UNDER THIS AGREEMENT FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THIS AGREEMENT OR EITHER PARTY'S PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE USE OF OR INABILITY TO USE THE SERVICES, ANY DAMAGE TO EQUIPMENT AND ANY COST OF RECOVERING LOST DATA OR OF REPROGRAMMING OR DAMAGE DUE TO VIRUSES OR SIMILAR THREATS.

## 16. General.

16.1 Feedback. By submitting any comment, idea, suggestion, or other material to FlyingBytes ("Feedback"), you agree to and hereby assign to FlyingBytes all rights title and interests in and to such Feedback, and in the case where such an assignment is not possible or legally binding, you hereby grant FlyingBytes a perpetual, non-exclusive, unlimited, fully-paid up, royalty-free, irrevocable, sublicenseable, worldwide license and right to display, use, perform, reproduce, modify, distribute and create derivative works of such material or information submitted in any media, software, or technology of any kind now existing or developed in the future. By providing any such Feedback, you represent and warrant that public posting and use of such material or information by FlyingBytes will not infringe on or violate the rights of any third party.

16.2 Notices and Electronic Communications. Except as explicitly stated otherwise in this Agreement, any notices you send to FlyingBytes, including regarding any Licensed Application, shall be sent by email and regular mail at the address listed in the paragraph immediately below. In the case of legal notices FlyingBytes sends to you (for example, regarding this EULA), you consent to receive notices and other communications by FlyingBytes posting notices in the Software and/or Web Portal or links thereto or sending you an email at the email address listed in your profile in your account. You agree that all agreements, notices, disclosures, and other communications that FlyingBytes provides to you in accordance with the prior sentence satisfy any legal requirement that such communications be in writing. You agree that a printed version of this EULA and/or any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this EULA to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Notices sent to FlyingBytes shall be sent to the following address: 4730 S FORT APACHE RD STE 300, Las Vegas, NV 89147 or [customer@flyingbytes.org](mailto:customer@flyingbytes.org)

16.3 Force Majeure. FlyingBytes shall be excused from performance hereunder to the extent that performance is prevented, delayed, or obstructed by causes beyond our reasonable control such as strikes, riots, pandemics, insurrection, fires, floods, explosions, war, governmental action, labor conditions, earthquakes, or natural disasters.

16.4 Assignment. You may not assign any of your rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of FlyingBytes. Notwithstanding the foregoing, FlyingBytes may freely assign the EULA, and the rights and obligations therein, without your consent, including but not limited to, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of our assets. Subject to the foregoing, the EULA shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

16.5 Privacy Notice. Your use of the Software and Web Portal is subject to the terms of the FlyingBytes Privacy Policy. You should review these terms before downloading or using the Software or Web Portal.

16.6 Waiver. The failure by either party to enforce any provision of this EULA will not constitute a waiver of future enforcement of that or any other provision.

16.7 Governing Law; Venue. This EULA, and all related disputes between the Parties under or relating to this EULA and any additional terms and conditions incorporated by reference and the Services, whether in contract, tort or otherwise, shall be governed by the laws of the State of Nevada, without reference to conflict of laws principles, and the Parties agree that all legal actions shall be brought in the court of competent jurisdiction within Clark County, Nevada (except that FlyingBytes may bring an action for an injunctive relief, collection efforts, or other equitable relief, in any proper jurisdiction and/or venue). The Parties hereby waive any claim of lack of jurisdiction or inconvenient forum within the venues and jurisdictions agreed to herein. To the extent allowed by law, you and FlyingBytes agree that any proceedings to resolve or litigate any dispute, whether in arbitration, in court, or otherwise, will be conducted solely on an individual basis, and that neither you nor FlyingBytes will seek to have any dispute heard as a class action, a representative action, a collective action, a private attorney-general action, or in any proceeding in which you and/or FlyingBytes acts or proposes to act in a representative capacity. You and FlyingBytes further agree that no proceeding will be joined, consolidated, or combined with another proceeding without the prior written consent of you, FlyingBytes, and all parties to any such proceeding. The provisions of this section are to be enforced to the maximum extent legally available.

16.8 Severability. If any provision of this EULA is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, or shall be severed from the remainder of the EULA or applicable Section, and the remaining provisions of the applicable Section and EULA will continue in full force and effect to the maximum extent permitted by law.

16.9 Publicity. You agree to make no disclosure regarding the terms of this EULA, its existence or the relationship of the parties without the advance written consent of FlyingBytes.

16.10 Export Regulation and Government Restricted Rights. You shall not export or re-export or permit transshipment thereof, directly or indirectly the Services: (a) to any location outside the United States; (b) to any country that requires an export license or other governmental approval; (c) in violation of any U.S. export laws or any other restrictions, laws or regulations, or; (d) to any country restricted by the U.S. export laws and regulations.

16.11 The Software is deemed to be commercial computer software as defined in FAR 12.212 and subject to restricted rights as defined in FAR Section 52.227-19 "Commercial Computer Software-Restricted Rights" and DFARS 227.7202, "Rights in Commercial Computer Software or Commercial Computer Software Documentation", as applicable, and any successor regulations. Any use, modification, reproduction release, performance, display or disclosure of the Software by the U.S. Government shall be solely in accordance with the terms of this EULA.

16.12 Survival. The following Sections shall survive termination or expiration of this Agreement: 1 (Software and Services), 3 (License from you to FlyingBytes), 4 (Retention of Rights), 5 (Limitations of Use), 6 (Fees, Term and Termination), 7 (application Store Terms), and Sections 10 through 14.

16.13 Updates to the Services or this EULA. FlyingBytes may in its sole discretion modify, discontinue or limit access to the Services, including but not limited to any access to the Services or Third Party Content without notice. FlyingBytes reserves the right to modify the terms and conditions of this Agreement at any time at its sole discretion without notice. Customer's continued use of the Services following any change in the terms and conditions of this Agreement indicates Customer's assent to the then current terms and conditions. FlyingBytes may terminate Customer's right to use the Services without notice in the event Customer fails to comply with the Terms, including without limitation the Limitations of Use.

16.14 Entire Agreement. This EULA and any other terms incorporated by reference in this EULA constitutes the final agreement between the Parties regarding the subject matter hereof, and supersedes all prior or contemporaneous agreements, whether written or oral. The use of FlyingBytes's website shall be governed by any applicable Terms of Use which are available on the FlyingBytes website, which are incorporated herein by this reference.

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