

EAA® SPORTAIR® ONLINE WORKSHOP LICENSE AGREEMENT

This EAA® SportAir® Online Workshop License Agreement (“**Agreement**”) is entered into between you (“**Participant**” or “**you**” or “**your**”) and Experimental Aircraft Association, Inc., a Wisconsin nonprofit, non-stock corporation, with offices at 3000 Poberenzy Road, Oshkosh, Wisconsin 54902 (“**EAA**”). This Agreement governs your use of the EAA SportAir Online Workshop courses found at www.easportaironline.com including, without limitation, all content, documentation, features, functionality, and all other materials and information provided by or on behalf of EAA (or downloaded or printed by you pursuant to the foregoing) with such online workshops, collectively, the “**Online Workshop**”. This Agreement is entered into as of the earliest date the Participant first registers to participate in an Online Workshop and/or accesses the Online Workshop (the “**Effective Date**”).

If I am entering into this Agreement on behalf of a minor child (the “**Minor Participant**”), I represent that I am the parent or legal guardian of the Minor Participant, that the Minor Participant is at least thirteen (13) years old and that I have full authority to provide, and do hereby do provide, full permission for the Minor Participant to participate in the Online Workshop. I understand and unequivocally agree that, as used herein, the terms “**Participant**” or “**you**” or “**your**” shall, to the same extent, and with the same effect, refer to the Minor Participant.

Your registration to participate in the Online Workshop and/or your access and use of the Online Workshop constitutes your acceptance of this Agreement.

1. License Grant. Subject to the terms of this Agreement, EAA grants you a limited, revocable, non-exclusive, non-sublicensable, and nontransferable license to access, stream, download (if applicable and only if expressly allowed based on EAA provided functionality), and use the Online Workshop solely for your own, personal, non-commercial viewing and use.

2. License Restrictions. You shall not:

(a) copy, modify, translate, adapt, or otherwise create derivative works or improvements, of the Online Workshop (or any part thereof);

(b) use the Online Workshop (or any part thereof) for any commercial use, or for any public display;

(c) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Online Workshop (or any part thereof);

(d) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Online Workshop (or any part thereof);

(e) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Online Workshop (or any part thereof) to any third party for any reason, including, without limitation, by making the Online Workshop (or any part thereof) publicly available or on any books, articles, websites, media outlets, or social media platforms; or

(f) remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Online Workshop (or any part thereof).

3. Reservation of Rights. You acknowledge and agree that the Online Workshop is provided under license, and not sold, to you. You do not acquire any ownership interest in the Online Workshop under this Agreement, or any other rights thereto other than to use the Online Workshop in accordance with the license granted, and subject to all terms, conditions, and restrictions, under this Agreement. No other rights or licenses are hereby granted to you. EAA and its licensors reserve and shall retain their entire right, title, and interest in and to the Online Workshop, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto,

except as expressly granted to you in this Agreement. Neither this Agreement nor the licenses granted hereunder convey any ownership right in the Online Workshop, any EAA intellectual property, or any other materials provided by or on behalf of EAA under this Agreement.

4. Collection and Use of Your Information. You acknowledge that when you use the Online Workshop, EAA may use automatic means (including, for example, cookies and web beacons) to collect information about your use of the Online Workshop. You also may be required to provide certain information about yourself as a condition for using the Online Workshop or certain features or functionality. All information EAA collects through or in connection with the Online Workshop is subject to EAA's Privacy Policy (www.easportaironline.com/p/privacy) and EAA's Data Policy (www.easportaironline.com/p/data), both of which are incorporated herein by this reference. By using the Online Workshop, you consent to all actions taken by EAA with respect to your information in compliance with the Privacy Policy and Data Policy.

5. Credentials. Your access to the Online Workshop through a username, password or any other piece of information as part of EAA's security procedures ("**Online Access Credentials**"), must be treated as confidential, and you must not disclose it to any other person or entity. You acknowledge that Online Access Credentials to the Online Workshop are personal to you, and you agree not to provide any other person with access to the Online Workshop or portions of the Online Workshop using your Online Access Credentials.

6. Third-Party Materials. The Online Workshop may display, include, or make available third-party content (including data, information, applications, and other products, services, and/or materials) or provide links to third-party websites or services, including through third-party advertising ("**Third-Party Materials**"). You acknowledge and agree that EAA is not responsible for Third-Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. EAA does not assume and will not have any liability or responsibility to you or any other person or entity for any Third-Party Materials. Third-Party Materials and links thereto are provided solely as a convenience to you, and you access and use them entirely at your own risk and subject to such third parties' terms and conditions.

7. Access to the Online Workshop. Upon purchasing access to an Online Workshop, you shall have access to such Online Workshop for at least twelve (12) months. After 12 months: (a) such Online Workshop will be available to you as long as EAA continues to make such Online Workshop available, and (b) EAA may (in its sole discretion) terminate your access and this Agreement at any time without notice if it decides to no longer make the Online Workshop available. In addition, your access and this Agreement will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement. Upon termination, all rights granted to you under this Agreement will also terminate; and you must cease all use of the Online Workshop. Termination will not limit any of EAA's rights or remedies at law or in equity. For avoidance of doubt, the provisions of this Agreement shall continue in effect for as long as you have access to the Online Workshop.

8. Disclaimer of Warranties. THE ONLINE WORKSHOP (FOR AVOIDANCE OF DOUBT, INCLUDING, WITHOUT LIMITATION, ALL CONTENT AND MATERIALS PROVIDED THEREIN) IS PROVIDED TO YOU "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, EAA, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES (INCLUDING WITHOUT LIMITATION EAA AVIATION FOUNDATION, INC.) AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE ONLINE WORKSHOP, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, EAA MAKES NO WARRANTY THAT (A) THE COURSES AND MATERIALS WILL MEET YOUR REQUIREMENTS, (B) THE ONLINE WORKSHOP AND MATERIALS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE ONLINE WORKSHOP OR MATERIALS WILL BE EFFECTIVE, ACCURATE OR RELIABLE, OR (D) THE QUALITY OF THE ONLINE WORKSHOP, OR ANY OTHER PRODUCTS, SERVICES, OR INFORMATION PURCHASED OR

OBTAINED BY YOU RELATING TO THE ONLINE WORKSHOP WILL MEET YOUR EXPECTATIONS OR BE FREE FROM MISTAKES, ERRORS OR DEFECTS. THE ONLINE WORKSHOP COULD INCLUDE TECHNICAL OR OTHER MISTAKES, INACCURACIES OR ERRORS. EAA MAY MAKE CHANGES TO THE ONLINE WORKSHOP AND ANY OF THE ONLINE WORKSHOP OR FEATURES INCLUDED THEREIN AT ANY TIME WITHOUT NOTICE. THE CONTENT INCLUDED IN THE ONLINE WORKSHOP MAY BE OR MAY BECOME OUT OF DATE, AND EAA MAKES NO COMMITMENT TO UPDATE SUCH CONTENT. THE USE OF THE COURSES OR THE DOWNLOADING, STREAMING OR OTHER ACQUISITION OF ANY MATERIALS IS DONE AT YOUR OWN DISCRETION AND RISK AND WITH YOUR AGREEMENT THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE OR LOSS OF DATA THAT RESULTS FROM SUCH ACTIVITIES. CONTENT AVAILABLE THROUGH OR PRESENTED IN THE ONLINE WORKSHOP INCLUDES THE OPINIONS AND JUDGMENTS OF THE PRESENTER(S) AND OTHERS NOT CONNECTED WITH EAA. EAA DOES NOT ENDORSE, NOR IS EAA RESPONSIBLE FOR THE ACCURACY OR RELIABILITY OF, ANY OPINION, ADVICE, OR STATEMENT MADE BY ANYONE OTHER THAN AN AUTHORIZED EAA SPOKESPERSON SPEAKING IN SUCH INDIVIDUAL'S OFFICIAL CAPACITY.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

9. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EAA OR ITS AFFILIATES (INCLUDING WITHOUT LIMITATION EAA AVIATION FOUNDATION, INC.), OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE ONLINE WORKSHOP FOR: (A) PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES; AND/OR (B) DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR THE ONLINE WORKSHOP. THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR EAA WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

10. Indemnification. You agree to indemnify, defend, and hold harmless EAA and its officers, directors, employees, agents, divisions, affiliates, volunteers, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, arising from or relating to your use or misuse of the Online Workshop or your breach of this Agreement.

11. Export Regulation. The Online Workshop may be subject to US export control laws, including the Export Control Reform Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the Online Workshop to, or make the Online Workshop accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. You shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Online Workshop available outside the United States of America.

12. Severability. If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement will continue in full force and effect.

13. Governing Law. This Agreement is governed by and construed in accordance with the internal laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or related to this Agreement or the Online Workshop shall be instituted exclusively in the federal courts of the United States or the courts of the State of Wisconsin in each case located in Winnebago County or Milwaukee County. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

14. Limitation of Time to File Claims. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ONLINE WORKSHOP MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES OTHERWISE SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

15. Entire Agreement. This Agreement, Participant's Agreement to Waive Liability, Assume Risk, Hold Harmless, and Indemnify ("**Liability Waiver**"), our Privacy Policy, our Data Policy and your applicable online purchase order on EAA's website ("**Order**") constitute the entire agreement between you and EAA with respect to the Online Workshop and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Online Workshop. In the event of any conflict or inconsistency between the Liability Waiver, this Agreement, the Privacy Policy, and applicable Order, the following order of precedence shall govern and control: first, the Liability Waiver; second, the Privacy Policy; third, the Data Policy; fourth, this Agreement; and lastly, the applicable Order.

16. Waiver. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder.

17. Survival. The provisions set forth in **Sections 3, 4, 6, 8, 9, 10, 12, 13, 14, 15, 16**, and this **Section 17** will survive any expiration or termination of this Agreement.