

7700Landings.org TERMS OF USE AND END USER LICENSE AGREEMENT

Last revised June 2021

This 7700landings.org 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 7700landings.org governing your use of the 7700landings.org website found at 7700landings.org and any other website made available by us (in each case, including subdomains) (the “**Websites**”), 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 (Websites, APIs, and Apps are, collectively, the “**Service**”). **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 DO NOT UNDERSTAND OR AGREE TO THESE TERMS, DO NOT INSTALL ANY OF THE APPS, APIs 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 and use of your personally identifiable information;
- d. the Service is provided “as is” without warranties of any kind, and 7700landings.org’s liability to you is limited;
- e. the Service may require access to the following services on your computer and/or mobile devices: GPS for location data.

f. if you are using the App on an iOS-based device, then you agree to and acknowledge the “Notice Regarding Apple,”.

2. Service Overview. The Service includes various aviation-related services. Through our Service offerings, the Service may include web- or mobile-app based flight planning and electronic flight bag tools to allow individual pilots to create and edit landing locations, create downloadable electronic chart and map packages, and other functionality (the “**Functionality**”).

3. Eligibility. You must be at least 16 years of age to use the Service. By agreeing to this EULA, you represent and warrant to us that you are at least 16 years of age, competent, and legally entitled to enter into this EULA, and you have not previously been suspended or removed from the Service. 7700Landings.org may terminate, or deny access to and use of, the Service, or any portion thereof, to any individual or entity for any reason, in 7700Landings.org’s sole discretion. 7700Landings.org 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 7700Landings.org for use only under the terms of this EULA, and 7700Landings.org reserves all rights not expressly granted to you. The rights granted herein are limited to 7700Landings.org’s 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, 7700Landings.org 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, and send and receive calls from 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. Title and intellectual property rights in and to any content displayed by or accessed through the Service belongs to 7700Landings.org 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. 7700Landings.org Functionality Subscription Terms; 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 incorporate the Service or its data into another product. 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. You may not share your password or any other login credentials with any other person or publicly disclose it. 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.

v. **Applicability to Updates.** This EULA will govern any updates provided to you by 7700Landings.org 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. Accounts and Registration. To access most features of the Service, you may need to register for an account. When you register for an account, you may be required to provide us with some information about yourself, such as your email address or other contact information. You agree that the information you provide to us is accurate and that you will keep it accurate and up-to-date at all times. When you register, you will be asked to provide a password. You are solely responsible for maintaining the confidentiality of your account and

password, and you accept responsibility for all activities that occur under your account. You may not allow any other person or entity to access or use your account. If you have reason to believe that your account is no longer secure, then you must immediately notify us.

6. Transfer. You may not rent, lease, lend, or sublicense the Service. All components of the App are provided as part of a bundle and may not be separated from the bundle and distributed as standalone applications. If an App update completely replaces (full install) a previously licensed version of the App, you may not use both versions of the App at the same time nor may you transfer them separately.

7. Consent to Use of Data. You agree that 7700Landings.org may collect and use technical and related information, including but not limited to technical information about your iOS 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.

7700Landings.org 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.

8. User Contributions

a. **User Content Generally.** Certain features of the Service may permit users to upload content to the Service such as landing sites, obstructions, comments, ratings, and other content (“**User Content**”) and to publish and edit User Content on the Service. Subject to the limited license below, you retain copyright and any other proprietary rights that you may hold in the User Content that you post to the Service. 7700Landings.org reserves the right to remove any User Content for any reason or no reason at all. 7700Landings.org does not give any representation, warranty or endorsement, express or implied, with respect to the legality, accuracy, quality, or authenticity of User Content.

b. **Limited License Grant to 7700Landings.org.** By posting or publishing User Content, you hereby grant 7700Landings.org a worldwide, fully paid, nonexclusive, royalty-free, perpetual, irrevocable and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, host, store, transfer, perform, and display your User

Content, in whole or in part, in any and all media or distribution methods (now known or later developed.) in connection with the Service. 7700Landings.org may use User Content in an aggregated manner or for analytics purposes, but not in a manner that specifically identifies you. You also grant 7700Landings.org and sub-licensees the right to use the first part of your account email address (excluding the domain) and/or username to identify you in connection with your User Content.

c. **Limited License Grant to Other Users.** By posting or sharing User Content with other users of the Service, you grant those users a non-exclusive license to access and use that User Content as permitted by this EULA and the functionality of the Service.

d. **User Content Representations and Warranties.** You are solely responsible for your User Content and the consequences of posting or publishing User Content. By posting or publishing User Content, you affirm, represent, and warrant that you are the creator and owner of the User Content, or have the necessary licenses, rights, consents, and permissions to authorize 7700Landings.org and users of the Service to use and distribute your User Content as necessary to exercise the licenses granted by you in this section, in the manner contemplated by 7700Landings.org, the Service, and this EULA. You represent and warrant that any User Content you submit to 7700Landings.org does not infringe or violate any copyright, trademark or other intellectual property rights of any third party, including any rights of privacy or publicity. You shall be solely responsible for keeping a duplicate copy of all User Content, and you acknowledge that 7700Landings.org accepts no responsibility or liability for the loss of your User Content.

9. 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 7700Landings.org 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, intentionally misleading, intentionally 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, or assist or permit any person in engaging in any of the acts described in this Section.

10. 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. 7700Landings.org 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 7700Landings.org policy, or is otherwise harmful or objectionable. By operating the Service, 7700Landings.org 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.

7700Landings.org 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 7700Landings.org with respect to User Content.

11. 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.** 7700Landings.org 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, 7700Landings.org 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 7700Landings.org 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. 7700Landings.org 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 7700Landings.org 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.

12. Ownership; Proprietary Rights.

a. **7700Landings.org Materials.** The Service is owned and operated by 7700Landings.org. 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. 7700Landings.org 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 7700Landings.org. The Materials included in the Service are the property of 7700Landings.org or our third party licensors. This includes the mark "7700Landings.org" and corresponding logo, each of which are trademarks of 7700Landings.org. Except as expressly authorized by 7700Landings.org, you may not make use of the Materials. 7700Landings.org reserves all rights to the Materials not granted expressly in this EULA.

13. 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, 7700Landings.org 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. You hereby agree and consent to 7700Landings.org's collection, use, transmission, processing, and maintenance of that location and account data to provide and improve those features or services.

14. Termination; Discontinuation and Modification of the Service. This EULA is effective until terminated. Your rights under this EULA will terminate automatically without notice from 7700Landings.org if you fail to comply with any term(s) of this EULA. In addition, 7700Landings.org 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 7700Landings.org. 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.

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 7700Landings.org 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 7700Landings.org and its licensors (including suppliers of data) (together, the “**7700Landings.org Entities**”) 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. 7700Landings.org may participate in the defense and settlement of any claim for which it is entitled to indemnification hereunder, using attorneys selected by 7700Landings.org, at your expense.

18. Disclaimers; No Warranty; Other Limitations. YOU HEREBY WAIVE, RELEASE, AND RENOUNCE ALL WARRANTIES, OBLIGATIONS, AND LIABILITIES OF 7700LANDINGS.ORG AND ALL OTHER RIGHTS, CLAIMS, AND REMEDIES AGAINST 7700LANDINGS.ORG, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO 7700LANDINGS.ORG SYSTEMS, ELECTRONIC ACCESS, ACCESS CONTROLS, THE SERVICE, ALL MATERIALS, AND CONTENT AVAILABLE THROUGH THE SERVICE, OR OTHER THINGS PROVIDED PURSUANT TO THIS AGREEMENT. 7700LANDINGS.ORG 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 7700LANDINGS.ORG 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 7700LANDINGS.ORG AND ALL OTHER RIGHTS, CLAIMS, AND REMEDIES AGAINST 7700LANDINGS.ORG, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO 7700LANDINGS.ORG 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

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(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 7700LANDINGS.ORG; AND

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

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19. Limitation of Liability. THE 7700LANDINGS.ORG ENTITIES SHALL HAVE NO OBLIGATION OR LIABILITY, WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY), TORT (WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF 7700Landings.org), 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. 7700LANDINGS.ORG 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 7700LANDINGS.ORG (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 7700Landings.org software, data, documentation or other materials, including 7700Landings.org's Website, APIs, and Apps (hereinafter, "7700Landings.org 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 7700Landings.org 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 7700Landings.org. The provisions of this Article shall survive termination of the relationship between user and 7700Landings.org. Violation of its provisions shall be determined at the sole discretion of 7700Landings.org and serve as the basis for immediate termination of the relationship with the user.

22. Government End Users. The Service 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 Wisconsin, 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 7700Landings.org agree to submit to the personal and exclusive jurisdiction of the state courts and federal courts located within Waukesha County, Wisconsin for the purpose of litigating any dispute. YOU AND 7700Landings.org 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. We operate the Service from our offices in Wisconsin, and we make no representation that Materials included in the Service are appropriate or available for use in other locations.

24. CLASS ACTION WAIVER. WHERE PERMITTED BY APPLICABLE LAW, YOU AND 7700Landings.org 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

7700Landings.org 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. 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 7700Landings.org may send periodic email newsletters to email addresses used to subscribe to the Service or otherwise register with 7700Landings.org in connection with the Service. To be excluded from these mailings, send an email to the applicable email address indicating the email address you want removed.

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 and any other agreements expressly incorporated by reference into this EULA, are the entire and exclusive agreement between you and 7700Landings.org 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 7700Landings.org. 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.

28. Third Party Acknowledgments. Portions of the App may utilize or include third party software and other copyrighted material (“**Third Party Software**”) provided under separate license terms (the “**Third Party Terms**”). Your use of the Third Party Software in conjunction with the App in a manner consistent with the terms of this EULA is permitted, however, you may have broader rights under the applicable Third Party Terms and nothing in this EULA is intended to impose further restrictions on your use of the Third Party Software.

Acknowledgments, licensing terms and disclaimers for that material are contained in the online electronic documentation for the Service, and your use of that material is governed by their respective terms.