

End-User License Agreement

This End-User License Agreement ("EULA", "Agreement") is a legal agreement between UAVPROF SOFTWARE – FZCO, a company incorporated under the laws of the Dubai Silicon Oasis Free Zone, Dubai, United Arab Emirates ("Licensor"), and you, whether an individual or a legal entity ("User" or "You").

Please read the following End-User License Agreement carefully before downloading, installing, copying and/or using the UAVPROF Drone Simulator Software (the "Software").

By downloading, installing, copying and/or using the Software, in particular by clicking "I accept" at the download stage of the Software, you confirm that you have read, understood and agree to be bound by the terms of this EULA in full, that none of its terms are unduly burdensome to you, and that you are eligible in accordance to all the requirements defined in this EULA for persons authorised to use the Software.

If you do not agree to the terms of this EULA or do not meet the requirements set forth herein, you must stop downloading or installing the Software or immediately stop using and uninstall the Software if it has already been installed.

This EULA is made in the English language. An Arabic translation may be provided for convenience and to meet local requirements. In the event of any inconsistency between the English and Arabic versions, the English version shall prevail, unless otherwise required by applicable law. For consumers located in the United Arab Emirates, if mandatory consumer protection laws require the Arabic version to prevail, the Arabic version shall take precedence to the extent of such requirement.

1. Definitions

1.1. **"Account"** means User's account formed in the Licensor's system after the User has registered on the Licensor's official website.

1.2. **"Intellectual property"** means all copyrights, trademarks, trade secrets, patents, designs and other intellectual property rights, whether registered or unregistered, recognised in any jurisdiction throughout the world, including all applications for and registrations of such rights.

1.3. **"Licensor"** means UAVPROF SOFTWARE – FZCO, a Free Zone Company duly incorporated under the laws of the United Arab Emirates, licensed by the Dubai Integrated Economic Zones Authority (License No. 60484), with its registered office at DSO-IFZA Properties, Dubai Silicon Oasis, Dubai, UAE.

1.4. **"Licensed use"** means the use of the Software in accordance with the terms and conditions and licence metrics defined in this EULA.

1.5. **"Licensor's official website"** means the Internet website on the following domain: <https://uavprofsim.com>.

1.6. **"Software"** means UAVPROF Drone Simulator professional flight simulation software (including versions such as Base ("Standard"), Premium ("Professional"), and Dev ("Developer")), developed for training of unmanned aerial vehicle (drone) operators using realistic simulations to recreate natural flight conditions. The Software includes software and databases owned by the Licensor by exclusive right or used by the Licensor on another legal basis. The Software may also include related documentation, data files, modules, libraries, electronic data, models, components and elements.

The Software may include updates, upgrades, bug fixes, modifications, or new editions provided by Licensor to User under the End-User License Agreement or under a separate agreement.

Updates, upgrades, or new versions are not included with a perpetual license and may require a separate purchase, as specified in the EULA.

The Software is intended for training and simulation purposes only. It must not be relied upon as a substitute for real-life flight training, certification, or compliance with aviation regulations.

1.7. **“You”, “User”** means an individual or legal representative of a legal entity who has downloaded, installed, copied and/or used the Software and meets the criteria set forth in Section 4 of this EULA.

2. The Subject of the EULA

2.1. This Agreement is concluded between you (hereinafter - the "User", "You") and UAVPROF SOFTWARE – FZCO (hereinafter - the "Licensor"), hereinafter jointly referred to as the "Parties" and individually as the "Party".

2.2. In accordance with the terms and conditions of this Agreement, the Licensor grants the User a limited, non-exclusive, non-transferable, non-sublicensable, revocable licence to install and use the Software in the manner and on the terms and conditions specified in the Agreement, and to access any related services made available by the Licensor in connection with the Software, and the User undertakes to pay the licence fee and to comply with the rules and restrictions on the use of the Software set out in this Agreement. To the extent that the Licensor's online services are provided for the use of the Software, this Agreement also contains elements of a service agreement.

2.3. This Agreement is concluded by means the User's acceptance of the terms and conditions published on the Licensor's official website and in the Software download package. This Agreement shall be deemed concluded and effective from the moment the User clicks the "Accept" button at the Software installation stage, but in any case, not later than the beginning of actual use of the Software.

2.4. The current version of the Terms is available at <https://uavprofsim.com/documents/>. The Terms may be changed by the Website Owner without prior notice to Users. The new version of the Terms comes into force from the moment of its posting on the website at <https://uavprofsim.com/documents/>. If the amendments are material, the Site Owner will notify registered Users via their Account or by email. The User independently monitors the changes to the Terms. Continued use of the Site after changes in the Terms means the User's consent to such changes.

2.5. Nothing in these Terms shall exclude, restrict, or modify any rights of Users who qualify as consumers under applicable law, including but not limited to mandatory consumer protection rights under the laws of the United Arab Emirates or other jurisdictions where such rights cannot be waived by contract.

2.6. The Site and Software may not be accessed or used in jurisdictions where such access or use is prohibited by applicable law, including countries subject to international sanctions.

3. Scope of use and restrictions

3.1. The Licensor, subject to the User's compliance with the terms of the Agreement and payment of the licence fee, grants the User a non-exclusive, non-transferable, non-sublicensable, revocable licence for the Software, limited to the right to install, run and use the Software in accordance with the Software documentation.

3.2. Unless otherwise specified in a separate agreement, which may be concluded by the Parties in addition to this Agreement, the Software licence is personal, single-user and entitles the User to install and use 1 (one) copy of the Software on one user device at a time. The User has the right to install the Software repeatedly in case of change or malfunction of the main user device, and the User is obliged to destroy all copies of the Software installed on the previous user device.

3.3. The User is entitled to create a single archive copy, which must include a notice of the Licensor's exclusive rights to the Software.

3.4. Unless otherwise specified in a separate agreement, which may be concluded by the Parties in addition to this Agreement, the User may use the Software solely for personal use. The User is prohibited from any commercial use of the Software, including provision of services to third parties using the Software.

3.5. The User is prohibited from sublicensing the Software to third parties in whole or in part or otherwise transferring to third parties the right to use the Software or provision the third parties with access to the Software, including, but not limited to, selling, renting, leasing, renting and loaning or timesharing, distributing, disclosing, publishing the Software. The User may not do the same with respect to the Software activation codes, the user device on which the Software is installed and the Software documentation.

3.6. The User may not pledge its rights to the Software or encumber its rights to the Software in any other way.

3.7. The User may not provide network access to the Software for simultaneous use on several user devices or use by several users through one Account.

3.8. The User may not use the Software on behalf of a third party.

3.9. The User may not use the Software for any purposes related to warfare, defence and security.

3.10. The User is strictly prohibited from performing or causing to be performed the following actions with respect to Software:

3.10.1. directly or indirectly disassemble, decompile (convert object code into source code), translate, reconstruct, reverse engineer or otherwise attempt to obtain the source code of the Software and any of its components;

3.10.2. Make modifications to the Software, including changes to the object code of programmes or databases included in the Software, except for those changes made by means included in the Software and described in the documentation;

3.10.3. Create derivative or merged works based on or using the Software or components of the Software;

3.10.4. Change or remove any intellectual property rights notices or notations from or on the Software;

3.10.5. Disclose the Software source code if it became known to the User;

3.10.6. Introduce, upload, broadcast or otherwise transmit in or through the Software any illegal, dangerous, malicious or promotional information, material or code, interfere with or disrupt the network, equipment or server connected to or used to provide access to the Software, or prevent or interfere with the use of the Software by other Users, including by collecting or attempting to collect information about other Users, interfering with or disrupting the operation of the Software;

3.10.7. Perform, publish or disclose any assessment of the possibility of unlawful system penetration or vulnerability, benchmarking or other comparisons with respect to the Software;

3.10.8. Use the Software for purposes and in ways contrary to the applicable law.

3.11. The User acknowledges that the Software contains components to prevent use of the Software in violation of the Licensed Use. The User is not allowed to bypass licence management, security devices, access logs or other security features of the Software.

3.12. The User shall maintain confidentiality of all Software and activation codes provided by the Licensor, as well as the technology, documents, training materials, processes, algorithms, ideas, concepts, know-how and trade secrets implemented in or related to the Software, and shall do everything possible to prevent them from becoming known to others. The User agrees to take all

actions necessary to prevent unauthorised access, disclosure, use, distribution, possession, modification, reproduction or transfer of the Software and its components.

3.13. The Software may contain materials, including software from third party licensors (third parties) or be created on their basis. The User may use third party materials only together with the Software and in accordance with the terms of the Licensed Use; the User may not use third party materials separately or combine them with any other software. Use of third-party materials may be subject to separate or additional licences, restrictions and obligations, which (if applicable) are contained in the accompanying materials for the third-party materials or the Software, in the "Third Party Licences" file.

3.14. Licensor may monitor User's use of the Software and compliance with the restrictions set forth in this Section, including, but not limited to, by monitoring User sessions and User connection data.

3.15. The User may not use, export, or re-export the Software except as authorized by applicable export control and sanctions laws, including those of the United Arab Emirates or any other relevant jurisdiction. The User is solely responsible for compliance with all laws and regulations applicable to its use of the Software.

3.16. The User may not access or use the Software through automated means, scripts, bots, or other unauthorized methods.

3.17. The Software is not designed or intended for use in hazardous environments requiring fail-safe performance, including but not limited to nuclear facilities, aircraft navigation or communication systems, air traffic control, life support, or weapons systems, where failure of the Software could lead to death, personal injury, or severe physical or environmental damage.

4. Eligible users

4.1. To be an eligible Software User under this Agreement, an individual must meet the following requirements:

4.1.1. Be of legal age and have the legal capacity to enter into binding agreements under applicable law;

4.1.2. Use the Software on their own behalf, or, if acting on behalf of a legal entity, be duly authorized to bind such entity;

4.1.3. Not have been previously suspended or terminated by the Licensor for breach of this Agreement or any related terms;

4.1.4. Not be a person barred from using the Software under applicable laws, including trade sanctions, export control regulations, or other legal restrictions.

4.2. A legal entity may use the Software through a User who has been duly authorised to do so, including the right to enter into contracts on behalf of the relevant legal entity and to pay the licence fee for the Software.

4.3. The Software is not intended for children under the age of 13 (or the minimum age of digital consent in your jurisdiction). If you are between 13 and 18 (or the age of majority in your jurisdiction), you may only use the Software under the supervision or with the consent of a parent or legal guardian, who agrees to be bound by this Agreement on your behalf.

4.4. Users are prohibited from committing any fraudulent, deceptive, or unlawful actions in connection with accessing and using the Software. Users who have been previously suspended or terminated by the Licensor may not create a new Account or access the Software without the Licensor's prior written consent.

4.5. Eligibility criteria may vary based on applicable local laws. The Licensor reserves the right to restrict access where local requirements are not met.

5. User's Account

5.1. To use the Software, the User must create an Account on the Licensor's official website and provide the Licensor with complete and accurate information to the extent required.

5.2. The User is responsible for completeness and correctness, as well as for prompt updating of the provided information.

5.3. When creating an Account, the User will be asked to set a password. The User is responsible for the confidentiality of the password and bears all risks associated with its disclosure to third parties. The User must immediately notify the Licensor of any unauthorized access, use, or security breach involving their Account.

5.4. In the personal Account the User will be able to view and change the data entered by him/her, as well as information about the Software status and payment.

5.5. The Licensor reserves the right to suspend or terminate a User's Account, or restrict access to the Software, if the User provides false information, fails to maintain security, violates this EULA, or engages in unlawful or fraudulent activity.

5.6. Accounts remain under the control of the Licensor, and the User is granted only a limited, personal, non-transferable right to access and use the Account in accordance with this Agreement. You do not acquire any ownership rights in your Account. You may not sell, rent, lease, sublicense, or otherwise transfer your Account or any rights to it to any third party.

6. Access to Software

6.1. The User is granted the right to use the Software by providing access to download the Software from the Licensor's official website.

6.2. In case the Software is provided for a free trial period, the rights to the Software shall be deemed granted to the User at the moment of clicking the "Accept" button at the stage of installation of the Software downloaded from the Licensor's official website. Trial versions may contain limited features and are provided "as is" without any warranties.

6.3. Upon expiry of the trial period, the rights to the Software shall be deemed granted to the User from the moment of payment of the licence fee or inserting the Software activation code.

6.4. The Licensor's obligations to the User to grant the Software rights shall be deemed fulfilled regardless of whether the User actually installs or uses the Software during the licence term.

6.5. The User is responsible for ensuring that their device meets the minimum system requirements. The Licensor does not guarantee that the Software will function on devices that do not meet such requirements.

6.6. The Licensor may from time to time provide updates, upgrades, or patches. The Licensor does not guarantee the continued availability of any specific version or feature.

7. License fee

7.1. The rights to use the Software under this Agreement are granted to the User upon full one-time payment of the license fee ("License Payment").

7.2. Upon making the License Payment, the User receives a perpetual license to use the version of the Software available at the time of purchase.

7.3. The License Payment does not include technical support, updates, upgrades, or new versions of the Software. Such services and products may be purchased separately under the terms established by the Licensor.

7.4. License Payments are non-refundable, except where mandatory consumer protection laws provide otherwise.

7.5. The amount of the licence fee, the applicable taxes (including VAT, sales tax, or similar), and available payment methods are indicated on the Licensor's official website or through the relevant authorised distributor. The User is responsible for paying all such amounts in full and for maintaining accurate and valid payment information.

8. License period

8.1. The license granted under this Agreement is perpetual and remains valid for the version of the Software made available to the User at the time of purchase.

8.2. The Licensor is not obliged to provide updates, bug fixes, upgrades, new versions, or additional modules of the Software as part of the perpetual license.

8.3. In the event new versions or additional modules of the Software are released, the User may acquire them separately for an additional fee.

8.4. The User acknowledges and agrees that continued use of older versions of the Software may be limited by technical restrictions or the natural product lifecycle.

9. Software modifications, new versions and new modules

9.1. The Licensor may, but is not obliged to, make improvements, modifications, new versions and new modules of the Software from time to time.

9.2. The Licensor may, but is not obliged to, release updates, upgrades, new versions, or additional modules of the Software from time to time.

9.3. Such updates, upgrades, new versions, or additional modules shall only be made available to the User subject to a separate purchase.

9.4. The conditions for purchasing new versions or additional modules will be published on the Licensor's official website.

9.5. The Licensor does not guarantee backward compatibility of new versions with previous releases of the Software.

9.6. Failure to purchase updates, new versions, or additional modules shall not affect the validity of the perpetual license granted to the User for the originally purchased version of the Software.

10. Technical support

10.1. Under this Agreement, the Software is licensed on an "as is" basis. The Licensor is under no obligation to provide technical support, maintenance, troubleshooting, or error correction for the Software.

10.2. The Licensor may, at its sole discretion, make available optional resources such as online documentation, knowledge base articles, FAQs, or community forums. Any such resources are provided voluntarily and without commitment, and may be modified, suspended, or discontinued at any time.

10.3. The absence of support under this Agreement does not limit or exclude any mandatory rights of the User under applicable consumer protection laws.

11. Intellectual Property

11.1. The Software, including all components, modules, documentation, names, logos, designs, and related materials, is licensed, not sold, and remains the exclusive property of the Licensor or its licensors. It is protected by applicable intellectual property laws and international treaties.

11.2. Licensor reserves all intellectual property rights in the Software and its use, including copies, translations, adaptations, modifications, derivative works and improvements of the Software. This Agreement does not transfer to the User any right to the Software other than as expressly provided for in the Agreement.

11.3. The use of the Software and separate individual intellectual property items therein, including computer programs, databases, trademarks, design, names, logos, etc. in violation of the terms of this Agreement shall be deemed a violation of copyright law, may subject the User to civil and/or criminal liability under applicable law, and shall be grounds for unilateral termination of this Agreement by Licensor.

11.4. If a third party brings a claim alleging infringement by the Software, the Licensor may, at its discretion and expense, defend or settle such claim in accordance with Section 11.6 below. In the event of such a claim, the User shall immediately inform the Licensor of all claims brought by a third party and provide all necessary information relating to the dispute.

11.5. The Licensor declares that at the time of granting the rights to use the Software it is not aware of the rights of third parties that may be violated by entering into this Agreement and using the Software by the User.

11.6. If a third party brings a claim alleging that the User's lawful use of the unmodified Software infringes copyright or patent rights existing in the jurisdiction where the Software is made available, the Licensor will, at its option and expense:

- (a) procure for the User the right to continue using the Software;
- (b) modify or replace the Software so that it becomes non-infringing; or
- (c) terminate this Agreement and refund the licence fee paid for the unused portion of the current subscription period.

The Licensor's obligations under this Section apply only if the User:

- (i) promptly notifies the Licensor in writing of the claim;
- (ii) provides all necessary cooperation and authority to the Licensor to defend or settle the claim; and
- (iii) does not admit liability or make any settlement without the Licensor's prior written consent.

11.7. Licensor shall not be liable: (a) for misuse of the Software; (b) for claims arising from combining the Software with a product or software supplied by someone other than Licensor; (c) if the Software has been modified in any way by anyone other than Licensor; (d) for claims arising from the User's failure to install updates, new versions, bug fixes, modifications or new editions provided by Licensor free of charge; (e) for any other loss or damage to the User or his/her attorneys' fees. Licensor shall not be liable for any indirect, incidental, special or consequential damages, including loss of profits, loss of data, or business interruption.

11.8. If a claim for patent and copyright infringement is made or is likely to be made, the Licensor may, at its own option and expense: (a) ensure that the User has the right to continue using the Software; (b) modify the Software so that it no longer infringes anyone's rights; (c) take back the Software (with cancellation of the Licence) and refund the licence fee paid for the unused portion of

the subscription period. The User's refusal to use any of the above rights if the Software is found to be infringing shall release the Licensor from all liability for the infringement.

11.9. Clauses 11.6-11.8 above set out the full extent of the Licensor's liability and the User's sole rights and exclusive remedies in the event of the above described infringement. No other statutory, direct or indirect warranties for infringement of intellectual property rights shall apply. Nothing in this Section excludes or limits any mandatory consumer rights under applicable law.

12. Warranties

12.1. The Software is supplied "as is" and on an "as available" basis to the maximum extent permitted by applicable law and to the extent that an internet connection to the Licensor's server is required to use the Software, without warranty of any kind, either express or implied, except as expressly described in this section.

12.2. Licensor warrants that the Software, as first supplied by Licensor, will operate in accordance with the published user documentation for a warranty period of thirty (30) days, without prejudice to any mandatory statutory warranties that may apply under applicable law and subject to the exceptions set out below.

12.3. Licensor will make best efforts to ensure that the Software is as operational and accessible as possible at all times, but by entering into this Agreement, the User agrees to Licensor's right to restrict access to the functionality of the Software from time to time as necessary, including, but not limited to, due to technical failures, bug fixing, installation of updates, etc., as well as the right to change the functionality of the Software without any obligation to maintain any specific functionality or uptime.

12.4. In particular, Licensor expressly excludes the following warranties:

12.4.1. The backward compatibility of previous versions of the Software, subject to availability of a newer version or an update, access to which is provided to the User at no additional charge;

12.4.2. The suitability of the Software for the User's purposes and for a specific use, as well as the ability of the User to achieve specific results using the Software;

12.4.3. The suitability of the Software for use with specific hardware and software, including third party software, specific models of drones and peripheral infrastructure, and the compatibility of the Software with specific operating systems or hardware of user devices;

12.4.4. Uninterrupted and error-free operation of the Software;

12.4.5. Fixation of detected errors and deficiencies of the Software except where mandatory consumer protection laws require the correction of defects.

12.5. The Licensor is not responsible for the User's inability to use the Software or incorrect operation of the Software due to the specifics of the User's end devices or the quality of the User's Internet connection. The issues of setting up the User's Internet connection and the User's access to the Licensor's server are not covered by this Agreement and are resolved by the User independently.

12.6. The User is obliged to independently assess the legality of downloading, installing and using the Software in accordance with the laws of the User's state. The Licensor does not give any guarantees regarding the legality and technical availability of the Software use in the User's state in case the Software use may be restricted by the local legislation.

12.7. No express or implied warranty to the User by Licensor shall apply and Licensor shall have no responsibility or liability to the User if: (a) the Software is not used in accordance with the applicable documentation and the terms of Licensed Use; (b) the Software is altered, modified or edited by or on behalf of User; (c) User's computer hardware and other devices do not function

properly, or if the power supply system or external electrical equipment is defective; (d) the User uses the Software with any computer hardware or software that is not approved or recommended in the Licensor's documentation as compatible with the Software; (e) the claimed defect in the Software cannot be reproduced by the Licensor; (f) the Software has not been downloaded from the Licensor's Official Website; (g) the User has not downloaded the latest Software updates provided by the Licensor free of charge.

12.8. The User assumes all responsibility for: (a) the selection of the Software; (b) the proper installation and use of the Software; (c) verifying the results of using the Software; and (d) taking appropriate measures to prevent loss or theft of data.

12.9. Licensor assumes no obligation or liability for any injury, damage to any person or damage to any property as a result of the User's use of the Software except that nothing in this Agreement excludes or limits liability for death or personal injury caused by Licensor's gross negligence or wilful misconduct, or any other liability that cannot be excluded under applicable consumer protection law.

12.10. The User understands and agrees that he/she uses the Software at his/her own discretion and risk and is fully responsible for any injury, death, damage to property, including computer information, user or third party devices, that results from the use or inability to use the Software.

12.11. The warranties provided in this Agreement are exclusive and in lieu of all other written, implied, statutory or other warranties, including, but not limited to, warranties of quality, non-infringement and fitness for a particular purpose, as well as warranties arising from principles of law, custom and business practices. The Licensor's remedies set out in this Agreement shall be the User's sole remedies for breach of warranties.

12.12. No oral or written information, advice or materials received by the User from the Licensor, its agents and employees shall extend the warranties set out in this section.

13. Licensor's liability

13.1. To the maximum extent permitted by applicable law, the Licensor shall not be liable for any direct or indirect damages, including loss of profit, loss of confidential information, loss of use, loss or corruption of data, data recovery, or breach of data or system security, resulting from the use of the Software, including due to possible errors or misprints in the Software, even if the Licensor has been advised of the possibility of such damages.

13.2. Any liability of the Licensor, regardless of the grounds for liability, is limited to the amount of the licence fee paid by the User for the period of use of the Software in which the grounds for liability arose.

13.3. To the extent permitted by applicable law, these limitations on Licensor's liability apply regardless of the cause of liability, whether breach of the Agreement or tortious act (including negligence), whether based on obligation, breach, warranty, statute or otherwise.

13.4. Licensor shall not be liable for any failure or delay in performance caused by events beyond its reasonable control, including but not limited to force majeure events, natural disasters, government actions, internet or telecommunication outages, cyberattacks, or changes in law or regulations.

13.5. Licensor is not responsible for the availability, security, or performance of any third-party content, services, or software that may interact with the Software. Licensor shall have no liability arising from or related to misuse of the Software, use contrary to the Documentation, or use together with incompatible hardware or software.

13.6. To the extent permitted by law, you agree that any claims shall be brought on an individual basis only and not as a plaintiff or class member in any purported class or representative proceeding.

13.7. Nothing in this Agreement excludes or limits liability for death or personal injury caused by Licensor's gross negligence or wilful misconduct, or for any other liability that cannot be excluded under applicable law.

14. User's liability

14.1. The User shall be liable for damages resulting from unauthorised disclosure or use of the Software or its components, including, without limitation, damages caused by circumvention of technical protection measures or unauthorised distribution of activation codes, as well as for any other breach of this Agreement.

14.2. The User shall be liable for any damage arising from their use of the Software and the information contained in or generated by the Software, as well as the related use (or failure to use properly) of any other equipment or software provided by the Licensor or third parties.

14.3. The User undertakes to indemnify the Licensor for any costs, including legal costs, and to defend the Licensor against any claims, disputes, losses, other liability arising from (a) the User's use of the Software; (b) the User's breach of this Agreement; (c) infringement by the User of third party rights, including intellectual property rights or confidentiality of information; (d) any dispute between the User and a third party; (f) violation by the User of the legal requirements of the User's state.

14.4. In the event of breach of this Agreement by the User, including breach of the Licensed Use, the Licensor may, at its discretion and without prejudice to any other remedies available under law:

14.4.1. unilaterally terminate this Agreement without reimbursing the User for any costs or losses, and/or

14.4.2. suspend, restrict, or block the User's Account for a specified period of time.

14.5. The Licensor shall notify the User to the email address specified by the User about the termination of the Agreement, suspension or blocking of the Account. Such notice shall be deemed effective upon sending, regardless of whether the User actually receives or reads it.

14.6. The Licensor shall not be liable in any way for the User's inability to access the Account in accordance with clause 14.4 above and any losses incurred in connection therewith.

14.7. The User shall not introduce viruses, malware, or other harmful code into the Software or systems connected to it. The User shall be liable for any damage caused by such actions.

14.8. The User is solely responsible for all activities carried out through their Account, whether authorised or unauthorised, and shall be liable for any damages caused thereby.

14.9. The User shall be solely responsible for compliance with all applicable export control, re-export, and sanctions laws. Licensor shall not be liable for any violation thereof, and the User shall indemnify Licensor against any claims or penalties resulting from such violation.

14.10. The above measures are complementary and do not exclude any other remedies available to the Licensor, and the termination of the licence does not affect the basis of the action if it arose for the Licensor prior to the termination.

15. Applicable law and dispute resolution

15.1. This Agreement shall be governed by and construed in accordance with the laws of the Dubai International Financial Centre (DIFC).

15.2. All disputes arising in relation to entering, performing or termination of the present Agreement shall be resolved via negotiations of the Parties. In the event of failure to settle disputes by negotiation, compliance with the pre-claim procedure shall be compulsory; the deadline for responding to the claim shall be 30 (thirty) calendar days.

15.3. If no amicable settlement is reached within thirty (30) calendar days of written notice of the dispute, then, to the fullest extent permitted by applicable law:

(a) disputes with Users shall be finally resolved by arbitration under the Rules of the Dubai International Arbitration Centre (DIAC). The tribunal shall consist of a sole arbitrator appointed in accordance with the DIAC Rules. The seat (legal place) of arbitration shall be the Dubai International Financial Centre (DIFC), Dubai, United Arab Emirates. The language of the arbitration shall be English.

(b) disputes with Users who qualify as consumers under applicable law may be brought before the competent courts of the United Arab Emirates, without prejudice to any mandatory consumer rights in the User's country of residence.

15.4. The Parties agree that they may bring claims against each other only in the individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. Unless the Parties agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

15.5. The Parties agree that the Licensor's Official Website is a passive website that does not give rise to personal jurisdiction over the Licensor in jurisdictions other than the DIFC.

15.6. If any provision of this Section 15 is found to be invalid or unenforceable under applicable law, the remaining provisions shall remain in full force and effect.

16. Validity of the Agreement

16.1. This Agreement comes into effect from the moment the User clicks the "Accept" button at the Software installation stage or from the moment the User starts using the Software, whichever is earlier, and is valid without limitation for the entire period of validity of the User's account in the Licensor's system.

16.2. The User has the right to unilaterally withdraw from this Agreement at any time by sending an application to the Licensor's email. Where the User qualifies as a consumer under applicable law, the User may also have additional statutory rights of withdrawal or refund (e.g., cooling-off periods), which shall apply in accordance with such laws.

16.3. In case of termination of this Agreement for any reason:

16.3.1. the User's access to the Software is terminated, the Software subscription status is changed to "inactive";

16.3.2. the User is obliged to destroy all copies of the Software and activation codes, stop using and uninstall the Software;

16.3.3. the Software licence is terminated.

16.4. In the event of termination of this Agreement due to the unilateral withdrawal of the User in the absence of violations by the User, the licence fee paid by the User for the unused period shall remain on the User's balance in the Account and may be used to pay for the Software in the event of renewal of this Agreement, unless mandatory consumer protection laws require a refund to the original payment method or otherwise agreed in a separate agreement concluded by the Parties.

16.5. In case of termination of this Agreement by Licensor due to the Users' breach of the terms of the Agreement as defined in Section 14, the unused portion of the User's licence fee for the current period shall not be refunded and shall be considered liquidated damages for breach of the terms of the Agreement.

17. Consent to electronic communications

17.1. The User confirms his/her consent to communications with him/her, including electronic communications, via the contact details specified in his/her personal Account.

17.2. In the absence of a mandatory indication of the law to the contrary, the messages sent to the User by the Licensor via the contact details specified in the User's Account shall be deemed to be a proper notification of the User.

17.3. Electronic communications shall be deemed received: (a) if sent by email – twenty-four (24) hours after the message is sent, unless the sending Party is notified of delivery failure; (b) if posted in the User's Account or within the Software – at the time of posting.

17.4. The User is responsible for maintaining accurate and up-to-date contact details in the Account. Failure to update such details shall not affect the validity of communications sent to the last provided contact details.

18. Consent with other documents included in the license

18.1. By accepting the terms and conditions of this Agreement, the User also agrees to the provisions of the following documents published on the Licensor's official website (<https://uavprofsim.com/documents/>), incorporated herein by reference:

- Terms and Conditions of the Licensor's official website;
- Personal Data Policy;
- Cookies Policy.

19. General terms

19.1. The current version of this Agreement shall be published on the Licensor's official website.

19.2. The Licensor is entitled to change the terms and conditions of this Agreement unilaterally and out of court at any time, of which the Users are notified on the Licensor's official website. Continued use of the Software means the User's consent to the new version of this Agreement. If the User does not agree with the new version of the Agreement, the User shall be entitled to unilaterally terminate the Agreement by giving notice thereof through the User's personal Account in accordance with the procedure set out in clause 8.5 above.

19.3. Where the amendments are material, the Licensor will notify Users via their Account or by email.

19.4. Recognition of any provision of the Agreement as illegal, invalid or unenforceable shall not affect the validity of the remaining provisions.

19.5. Those provisions of the Agreement, which by their nature must continue in force after the termination or cancellation of the Agreement, shall remain in force.