

Dear customer,

Please find below the EULA applicable to the flight simulation file package that you recently purchased or acquired.

Unzipping and installing this software package should be done only after you have read, understood and agreed with all the clauses listed in this agreement.

If you do NOT understand or agree with the listed clauses, please contact Garrow Aircraft via the [verticopter.com](http://verticopter.com) website or via Email.

Thank you for your understanding.

Garrow Aircraft  
Mountain View, CA.  
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\*\*\*\*\* Verticopter simulator pack EULA \*\*\*\*\*

## **Terms of Use (for the Verticopter Sim files)**

Please feel free to look up updated EULA documents on the [Verticopter.com](http://Verticopter.com) website, in the case that this document should be obsolete.

# **GARROW AIRCRAFT'S VERTICOPTER SIMULATION PACKAGE.**

### ***VERTICOPTER SIMULATION PACK* END USER LICENSE AGREEMENT**

IMPORTANT: THIS END USER LICENSE AGREEMENT ("EULA") IS A LEGAL AGREEMENT BETWEEN YOU AND GARROW AIRCRAFT. READ IT CAREFULLY BEFORE COMPLETING THE INSTALLATION PROCESS AND USING THE SIMULATOR FILES. IT PROVIDES A LICENSE TO USE THE SIMULATOR FILES FOR A VERY SPECIFIC APPLICATION AND CONTAINS LIABILITY DISCLAIMERS.

BY INSTALLING AND USING THE ***VERTICOPTER SIMULATOR PACK***, YOU ARE CONFIRMING YOUR ACCEPTANCE OF THIS PRODUCT AND AGREEING TO BECOME BOUND BY THE TERMS OF THIS AGREEMENT.

## **1. Definitions**

(a) The ***Product*** : "Verticopter Simulator Pack" means the set of files, usually provided as a single ZIP file, containing all the necessary files needed to run the Verticopter aircraft

in the simulator environment. This set of files is a Garrow Aircraft product and intellectual property.

(b) "**Verticopter**" is the name for the convertiplane technology owned by Garrow Aircraft and describing a unique architecture of a co-axial tilt-prop flying wing. It is a patent-pending and trademarked intellectual property, registered with the US patent office and other international patent offices.

## **2. License**

Garrow Aircraft grants you a nonexclusive limited license to use the **Product** in accordance with these Terms and Conditions (the "license") issued by Garrow Aircraft.

### **a) LIMITED USAGE GRANTED**

You may only use this Product for the sole application in a simulator environment called X-plane 9, a software product by Laminar Research, for the sole purpose of discovery, education, evaluation and promotion of the Verticopter technology.

Since this Product will only operate along with the X-plane 9 simulator, the User of the Product also has to comply with the EULA provided by Laminar Research for their simulator.

### **b) MODIFICATIONS**

You are not authorized to modify any of the simulator files or modify any aspect of the Verticopter design, the product is to be used "as is".

### **c) UNAUTHORIZED USE**

You may not copy, duplicate, distribute, reverse-engineer the files within the Product. You are not allowed to change the paint color, liveries, logos, trademarks included in the Product. This Product should not be used with any other simulator but X-plane 9 (and above) unless a written request and approval is issued to/from Garrow Aircraft.

This Product is an electronic document (binary files) that cannot be turned at any time into a physical or material product, like an airplane.

If this is your interest (to build a physical component), you will need to contact Garrow Aircraft, who can provide you with the applicable licensing models. The field of application of this EULA is limited to the X-plane simulator.

### **d) ASSIGNABILITY**

You may not sub-license, assign, or transfer this license to anyone. This license is not transferable. Any new licensee has to personally register with Garrow Aircraft.

### **e) OWNERSHIP**

You may not claim intellectual or exclusive ownership to any of our products, modified or unmodified. The Product but also artwork, granted and pending patents, trademarks linked to the Verticopter products are property of Garrow Aircraft. You may not distribute or publish artwork or pictures that contain a representation of a Verticopter without a prior authorization from GARROW AIRCRAFT.

### **3. Liability Disclaimer**

The Product is provided "as is" without warranty of any kind, either expressed or implied. In no event shall we be liable for any damages including, but not limited to, direct, indirect, special, incidental or consequential damages or other losses arising out of the use of or inability to use our products.

(See our separate Liability Disclaimer form.)

### **4. General Provisions**

This EULA shall be governed by the internal laws of California - USA. This EULA contains the complete agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements or understandings, whether oral or written. All questions concerning this EULA shall be directed to:

GARROW AIRCRAFT, P.O. BOX 4130, Mountain View CA 94040 USA

Or via email at [Sales@verticopter.com](mailto:Sales@verticopter.com)

GARROW AIRCRAFT reserves the right to change or modify these terms with no prior notice.