

SIMULATION CURRICULUM CORP.  
END-USER LICENSE AGREEMENT JANUARY 2025

This License Agreement (the "License") is entered into and made effective by and between the End User (hereafter referred to as "Licensee") and Simulation Curriculum Corp. (a Minnesota corporation hereinafter referred to as "SCC") regarding the licensing and use of SCC's computer software product(s) entitled Starry Night or Layered Earth or Interactive Anatomy & Physiology, hereafter ("Licensed Software"). In consideration of the mutual promises contained herein, the mutual benefits to be derived therefrom and the exchange of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**GRANT OF LICENSE.** SCC hereby grants to Licensee a non-exclusive, non-transferable and non-assignable license to use the enclosed version of the Licensed Software in accordance with the terms and conditions of this Agreement. Licensee may use the Licensed Software only on one computer. Notwithstanding the foregoing, Licensee may install the Licensed Software on two (2) additional computers, owned by the end user and used on the same premises, neither of which are intended for nor actually are used for public display.

**PROPRIETARY EXPRESSION AND INFORMATION.** SCC is the copyright owner of the Licensed Software, and the ideas, procedures, processes, systems, methods of operation, and concepts which are embodied within the Licensed Software and trade secret information of SCC. This license is not a sale of a copy of the Licensed Software and does not render Licensee the owner of a copy of the Licensed Software.

Ownership of the Licensed Software and all components and copies thereof shall at all times remain with SCC, regardless of who may be deemed the owner of the tangible media in or on which the Licensed Software may be copied, encoded or otherwise fixed © SCC Corp. All Rights Reserved. Macintosh is a registered trademark of Apple Computer, Inc. Power Macintosh, QuickTime and the QuickTime Logo are trademarks of Apple Computer, Inc. used under license.

**TERMINATION.** You may terminate this License at any time by destroying the tangible media in or on which the Licensed Software is encoded or otherwise fixed and all copies thereof, or by permanently erasing the downloaded software from hard drives, or by logging out of web-delivered versions of the Licensed Software and deleting login codes. This License will terminate immediately without notice from SCC if you fail to comply with any provision of this License. Upon termination, you must destroy the media whether web-delivered, physical or download, in or on which the Licensed Software is encoded or otherwise fixed and all copies thereof.

**DISCLAIMER OF WARRANTY.** THE LICENSED SOFTWARE IS FURNISHED BY SCC AND ACCEPTED BY LICENSEE "AS IS," WITHOUT ANY WARRANTY EXCEPT AS PROVIDED IN PARAGRAPH 5 OF THIS LICENSE AGREEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ARE SPECIFICALLY EXCLUDED AND DISCLAIMED. SCC DOES NOT WARRANT THAT THE LICENSED SOFTWARE OR MATERIALS WILL MEET LICENSEE'S REQUIREMENTS OR THAT THE OPERATION OF THE LICENSED SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE LICENSED SOFTWARE IS WITH LICENSEE.

**LIMITATION OF SCC'S LIABILITY.** IN NO EVENT WILL SCC BE LIABLE TO LICENSEE OR ANY OTHER PERSON FOR ANY LOST PROFITS, LOST SAVINGS, LOST DATA, OR OTHER DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATING TO THE LICENSED SOFTWARE, EVEN IF SCC, HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE; PROVIDED, HOWEVER, THAT NOTHING IN THIS AGREEMENT SHALL OPERATE TO RELIEVE SCC, FROM LIABILITY FOR ITS OWN WILLFUL OR WANTON RECKLESSNESS OR INTENTIONAL TORTS. IN NO EVENT SHALL SCC'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE) EXCEED \$100 US.

**INDEMNIFICATION.** Both parties shall indemnify, defend and hold each other harmless for any claim or action out of any breach, or alleged breach, of any representation, warranties or obligations of the other party hereunder. **GOVERNING LAW.** This License shall be governed by and interpreted in accordance with the laws of the states of Illinois and Minnesota, without regard to any conflicts of laws. The parties hereto agree that the jurisdiction with respect to any legal matters arising hereunder shall reside in the federal and state courts of Minnesota in the county Hennepin and the parties agree to waive any objection and not to assert any defense based on lack of jurisdiction. All actions shall be heard in Hennepin County, within the State of Minnesota

**COMPLETE AGREEMENT.** This License constitutes the entire agreement between the parties with respect to the use of the Software and Materials, and supersedes all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. No amendment to or modification of this License will be binding unless in writing and signed by a duly authorized representative of SCC.