

Exhibit A

MVRsimulation Standard Terms and Conditions v46263

1. **Delivery.** Delivery will be made within thirty (30) days from receipt of the accepted quotation cover letter and a signed Software License Agreement, if software is being ordered, unless otherwise noted in the Quotation. Our products are shipped FOB Origin via Federal Express. For the best rates, we recommend that you supply us with your Federal Express shipping account number. You can review our complete shipping policy online.
<https://mvrsimulation.com/howtobuy/Shipping-Policy.html>

2. **Payment.** Our payment term is net 30 days from the delivered hardware and/or software unless otherwise negotiated. An invoice for payment will be submitted in accordance with the Quotation within one business day from the date of delivery. The invoice will be sent electronically. All purchase orders submitted must include an accounts payable email address for the electronic submission of the invoice and an accounts payable contact. The preferred method of payment is via ACH electronic transfer; banking information will be provided on the invoice. With prior approval, MVRsimulation may accept credit card payment with an additional 3% Merchant Fee. Please provide us all necessary tax exemption certificates or statements of exemptions for Government contract purchases. In the case of the purchase of multiple products with different delivery dates, payment for each shall be due for each item within 30 days of delivery of that product. A finance charge at the greater of (i) the prime rate as published in the Wall Street Journal or (ii) of one and one-half percent (1.5%) per month (18% annually) shall be assessed on any overdue payments hereunder. Failure to make timely payment in accordance with the terms hereof shall be deemed a material default and shall relieve MVRsimulation of its duty to perform its obligations hereunder or under any license agreement until full payment is made. In the event of such a default, MVRsimulation shall be entitled to recover from the Buyer its cost of collecting any overdue amounts, including reasonable attorneys' fees. The availability of MVRsimulation's software is controlled by a security dongle and the use of the software (as well as the provision of maintenance and technical support) is conditioned on payment as described herein. Non-payment of any line item of a given purchase order constitutes non-payment for the entire purchase order.

3. **Maintenance and Support.**

3.1. **Period of Support.** MVRsimulation generally offers software maintenance and support (including point releases and updates to fix reported errors) for a one year period commencing on the earlier of (a) the transmission of the long term authentication license (dongle unlock code or .A2C or .V2C file), or (b) the date that is twenty-

four (24) months from the acceptance of the Quotation Cover Letter. In the case of a RENEWAL/REVIVAL of an existing license, the one year period begins on the date described in the "Period of Performance" of this Quotation.

3.2. **RENEWAL.** Continuing maintenance and support is available on an annual basis at a fixed fee, generally 15% of the standard list price of the Software, modified by the number of viewports, upon each annual renewal. At any time prior to the expiration of the maintenance term, you may purchase annual extensions of the maintenance term if MVRsimulation has not generally discontinued maintenance of the version of the Software that you are using.

3.3. **Discontinued Software.** MVRsimulation may cease supporting a superseded version of the Software at any time. If you have paid for maintenance beyond the date when MVRsimulation ceases support of its version, MVRsimulation shall refund any amounts paid for maintenance that extends beyond that date.

3.4. **REVIVAL.** After the expiration of the maintenance term, MVRsimulation will no longer be obligated to provide maintenance and support for the software unless MVRsimulation specifically permits you to purchase a revival of the maintenance term (which MVRsimulation may decline to do in its discretion) Activation of expired software maintenance is subject to a purchase of a reactivation charge per license pro-rated for the expired time period (starting from the last date of active maintenance) modified by the number of viewports.

3.5. **How We Provide Support.** Maintenance and support consist of: (i) e-mail response to questions regarding reports of errors or defects in the software; (ii) e-mail and telephone assistance relating to the installation and use of the software, and (iii) access to error corrections (i.e., patches), updates intended to fix reported errors, all product updates, upgrades and enhancements to the Software that MVRsimulation generally releases to its customers during the maintenance term. Maintenance and support will be provided remotely during MVRsimulation's normal business hours. To initiate support, contact MVRsimulation at support@mvrsimulation.com or call us at 617-739-2667, 8:00am ET - 5:00pm ET Monday thru Friday.

3.6. **Access to new features and model content.** Customers who have current maintenance and support will have access to new feature releases and new model content released during their maintenance terms.

4. **Baseline hardware.** VRSG software operates best on a computer with:

- A Microsoft Windows 10 64-bit operating system
- a minimum of 32GB of system RAM
- a game-level graphics video card with DirectX 11 or higher. Nvidia RTX 4090 with 24GB memory preferred
- an active USB 2.0 port, USB 3.1 port preferred.

For a more complete set of recommended system configurations, please see our website at:

<https://www.mvrsimulation.com/products/vrsg/vrsgsystemrequirements.html>

5. **Hardware Warranty.** Hardware has one-year free labor and parts warranty for any defective component as a result of normal use. If a part is no longer available, the customer shall pay the cost of a form, fit, functional replacement part without labor during the one-year warranty period. The customer shall pay shipping charges to and MVRsimulation will pay shipping from the production facility using economy ground service for any returned parts. All returns require prior authorization. After the one-year warranty period, service is provided in our facility at the rate of \$200 per labor hour plus the cost of replacement parts. MVRsimulation removes all hardware components from their original packaging for testing purposes prior to shipment. Complete systems and 3D graphic card accelerators are burned in for at least 72 hours of continuous use prior to shipment.

6. **Returns.** Returns require MVRsimulation's prior written authorization. Once we acknowledge receipt of a completed purchase order (including signed license agreement(s) and other documentation required by MVRsimulation), any subsequent cancellation of the order thereafter is considered a return. Returned software is charged a 15% restocking fee; configured hardware returned is charged a 40% restocking fee. Requests for return authorization (whether for hardware, software, or software maintenance) will generally be accepted only if (i) requested within 20 days of payment for that item, (ii) the customer has not requested and received an unlock code for that item, (iii) the request is accompanied by an explanation of the reasons for the request, and (iv) MVRsimulation in its discretion accepts the reasons given by the customer. Return requests not meeting the requirements of clauses (i), (ii) and (iii) of the prior sentence are subject to MVRsimulation's absolute discretion. In other words, MVRsimulation may withhold authorization for such returns for any reason or no reason at all. Requests for a return authorization should be sent to rma@mvrsimulation.com or you can call us at 617-739-2667, 8:00am ET - 5:00pm ET Monday thru Friday.

7. **Patents and Trademarks.** MVRsimulation and the MVRsimulation logo and VRSG (Virtual Reality Scene Generator) are registered trademarks. "Globaldesic" and the phrase "geospecific simulation with game quality

graphics" are trademarks of MVRsimulation Inc. MVRsimulation's round-earth VRSG terrain architecture ("Globaldesic") is protected by U.S. Patent 7,425,952. All other brands and names are property of their respective owners.

8. **Customer Suggestions.** MVRsimulation considers developing product features requested by customers at no additional cost. MVRsimulation retains all rights to these features and may incorporate them in its commercial off-the-shelf products. For further information about MVRsimulation's practices in this regard, go to <https://www.mvrsimulation.com/howtobuy/customerfeatures.html>

9. **Governing Law; Venue.** Transactions with respect to the software, hardware, maintenance and support furnished by MVRsimulation shall be governed by the laws of The Commonwealth of Massachusetts, and any action arising out of any such transaction shall be brought exclusively in courts having jurisdiction and venue in Boston, Massachusetts as a condition of a sale(s.) Notwithstanding the foregoing, a legal action brought by or against the United States government shall be heard only in the Court of Federal Claims (CoFC) in accordance with the Contract Dispute Act (41 U.S.C. § 7101-7109) or any successor thereto.

10. **Export.** MVRsimulation publishes two versions of VRSG, one having been classified by the Commerce Department as EAR99 (CCATS G033058) and the other that MVRsimulation has self-classified as 0A614. If you order the 0A614 version, you are representing to MVRsimulation that you have no intention of exporting the software out of the United States, or using the software in a manner that may be considered a deemed export under applicable U.S. law, without an export license from the Bureau of Industry and Security, and, if you are not an agency of the United States government, you agree to defend, indemnify and hold MVRsimulation harmless from and against any liability that may arise as a result of any such export.

11. **Limitation on Liability.** In no event shall MVRsimulation be liable for any lost profits or indirect damages arising as a result of the transaction evidenced by the Quotation. MVRsimulation's total liability hereunder shall be limited to the amount that you have paid MVRsimulation pursuant to this Quotation.

12. **Software License Agreement.** MVRsimulation's [Software License Agreement, ver. 46263](#), contains provisions that supplement those in these standard terms and conditions. In the event of any inconsistency between these terms and conditions and the Software License Agreement applicable to the licensing, maintenance or support of software, the Software License Agreement shall govern.