EXHIBIT A

END USER SOFTWARE LICENSE AGREEMENT ("EULA")

CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS BEFORE INSTALLING ANY SOFTWARE. USE OF SUCH SOFTWARE AND THE RELATED MATERIAL PROVIDED HEREWITH (COLLECTIVELY, THE "SOFTWARE") INDICATES CUSTOMER'S ACCEPTANCE OF THE TERMS AND CONDITIONS CONTAINED IN THIS EULA. IF CUSTOMER DOES NOT WISH TO AGREE TO THESE TERMS AND CONDITIONS, DO NOT INSTALL ANY SOFTWARE FROM LICENSOR. CUSTOMER ASSUMES RESPONSIBILITY FOR THE SELECTION OF THIS PROGRAM TO ACHIEVE CUSTOMER'S INTENDED RESULTS, AND FOR THE INSTALLATION, USE AND RESULTS OBTAINED FROM THE SOFTWARE.

TITLE:

The Software is either owned by Progress Rail Locomotive Inc. ("Licensor") or Licensor has obtained the necessary right to distribute the Software. The Software is protected by copyright law. By accepting this EULA, Customer does not become the owner of the Software. Customer does, however, acquire the right to use the Software in accordance with the terms and conditions herein.

LICENSE:

Licensor hereby grants to Customer a nonexclusive, nontransferable, limited scope, license to:

(a) Use the Software on an unlimited number of computers; and

(b) Make copies of the Software for backup purposes. Each copy must include a reproduction of the copyright notice and other notices or legends as contained on the original Software.

Customer may not:

(a) Provide the Software or any copy thereof to unlicensed third parties;

(b) Grant sublicenses, leases, or other rights in the Software to third parties;

(c) Decompile, disassemble, reverse engineer or otherwise attempt to gain access to the Software source code or permit others to do the same; or

(d) Export or re-export the Software without the appropriate United States and/or foreign government license(s).

DISCLAIMER OF WARRANTIES AND REMEDIES:

(a) THE SOFTWARE IS PROVIDED TO CUSTOMER "AS IS" AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, OPERABILITY, TITLE AND NON-INFRINGEMENT, ARE HEREBY DISCLAIMED.

(b) Licensor does not warrant that the function contained in the Software will meet Customer’s requirements or that the Software will operate in the combinations which may be selected for packaging by Customer, or that the operation of the Software will be uninterrupted or error-free or that all defects of the Software will be corrected.

(c) The terms of Section 12 ("Limitation of Liability") of the Contract shall apply to this EULA.

TERM:

The EULA is effective until terminated. The license granted herein will automatically terminate without further action of Licensor if Customer fails to comply with the restrictions as recited herein. Customer may terminate this EULA at any time by deleting the Software from Customer’s computer(s) together with all copies thereof.

GENERAL:

Unless otherwise stated herein, all other terms of the Contract shall apply to this EULA.

The EULA will be governed by the laws of the State of Illinois, United States of America, without regard to its conflict of law principles. The EULA may be modified only in a writing signed by the duly authorized representatives of each of the Parties.

CUSTOMER ACKNOWLEDGES THAT IT HAS READ THIS EULA, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. CUSTOMER FURTHER AGREES THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES THAT SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS EULA.

End User License Agreement
November 30, 2016