

C Tech Earth Science Software

End User License Agreement (“Agreement”)

Version 202603

This End User License Agreement (“Agreement”) is a legal agreement between you (either an individual or a single entity, referred to herein as “Customer”) and C Tech Development Corporation, a Wyoming corporation (i.e., “C Tech”). This Agreement governs Customer’s ordering, subscriptions, licensing, use, support, and warranty of C Tech’s earth science software products and associated tools. By accepting this Agreement during installation, or by downloading, installing, or using the Software, Customer agrees to be bound by the terms of this Agreement. If Customer does not agree to the terms, Customer shall not download, install, or use the Software.

SECTION 1: DEFINITIONS

The following terms shall have the meanings set forth below when used in this Agreement:

- “Authorized User” means an individual who is a direct employee of the licensed organization, or a consultant or contractor working within the licensed organization’s facilities, and who is authorized by Customer to use the Software under the applicable License Type.
- “Confidential Information” means any non-public information disclosed by either party to the other in connection with this Agreement, including but not limited to trade secrets, business plans, technical data, and customer data.
- “C Tech EVS AI Skills” means C Tech’s AI agent skill files that provide structured knowledge for AI agents to work with EVS data formats and EVS software, including data file creation and manipulation, application settings, and output generation, delivered via installer to the Customer’s local machine.
- “EVS” means Earth Volumetric Studio, C Tech’s earth science modeling and visualization software.
- “License Key” means the hardware dongle (USB device) or software-based activation mechanism used to authenticate and enable the Software. License Keys may be issued as either a hardware dongle or a software license, as specified at the time of purchase.
- “License Type” means the specific category of license granted to Customer, as described in Section 4.
- “Software” means, collectively, EVS, the 3D PDF Converter, C Tech EVS AI Skills, and all associated tools, updates, documentation, and online or electronic materials provided by C Tech under this Agreement.
- “Subscription Term” means the period during which Customer’s license is active, as specified in the applicable order or renewal.
- “Third-Party Components” means software, libraries, or services from third-party providers that are incorporated into or used in connection with the Software.
- “Update” means any patch, bug fix, update, upgrade, enhancement, or other modification to the Software that C Tech may provide from time to time.

SECTION 2: LICENSE GRANT AND RESTRICTIONS

2.1 Grant of License

Subject to the terms of this Agreement and payment of applicable fees, C Tech grants Customer a revocable, non-exclusive, non-transferable (except as provided in Section 5), limited license to download, install, and use the Software strictly in accordance with the applicable License Type and the terms of this Agreement.

The Software is licensed, not sold. C Tech and its licensors retain all right, title, and interest in and to the Software, including all intellectual property rights therein.

2.2 Restrictions

Customer agrees not to, and shall not permit others to:

- license, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose, or otherwise commercially exploit the Software or make the Software available to any third party, except as expressly permitted by the applicable License Type;
- modify, create derivative works of, disassemble, decrypt, reverse compile, or reverse engineer any part of the Software;
- remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) of C Tech or its affiliates, partners, suppliers, or licensors;
- tamper with, bypass, or otherwise interfere with any license management system, License Key, or copy protection mechanism;
- use the Software on a publicly accessible server, or use the Software to perform or offer automated or semi-automated analysis or graphics services to third parties, unless expressly permitted by the applicable License Type;
- permit use of the Software by any individual who is not an Authorized User; or
- duplicate any portion of the Software except for reasonable backup or archival purposes, provided that all proprietary notices are reproduced on each such copy.

SECTION 3: ORDERING, PAYMENT, AND DELIVERY

3.1 Ordering

Customer may order Software and subscriptions as listed on the C Tech price list at ctech.com. C Tech does not guarantee that prices will remain unchanged and exclusively honors the current price list at ctech.com. No order shall be effective until made in writing and accepted by an authorized representative of C Tech.

3.2 Payment

C Tech has a single payment policy for all customers globally, whether commercial or government. All subscriptions and licenses require advance payment in full prior to delivery of License Keys or activation of subscriptions.

Customer is responsible for all applicable taxes, fees, duties, and government charges.

3.3 Delivery

For licenses using hardware dongles, C Tech will ship dongles F.O.B. Destination, Prepaid and Added, via a courier service requiring Customer's signature for receipt. Shipping charges will be paid by C Tech and added to the invoice. In the event of loss or damage during shipment, Customer agrees to assist C Tech in filing freight claims.

Software-based licenses, electronically delivered Software, and C Tech EVS AI Skills are delivered by download and require no physical shipment.

SECTION 4: LICENSE TYPES

4.1 EVS Demo and Presentation Licenses

EVS is freely available for download from ctech.com. When installed in accordance with this Agreement, the Software may be run in Demo mode without a purchased license. This same installation allows the Software to open EVS Presentations (.evsp files), which are single-file deliverables that allow recipients to interactively view and modify properties of EVS applications.

4.2 EVS Fixed License Subscriptions

Fixed licenses are locked to a specific computer using either a hardware dongle (USB device) or a software-based license key. Fixed licenses are not supported on virtual machines and shall not be hosted on any server, whether public or private, for the purpose of remote access or multi-user access, including access via remote desktop software. The Software may not be used to perform or offer automated or semi-automated analysis or graphics services.

4.3 EVS Floating License Subscriptions

Floating (concurrent) licenses use a hardware dongle or software-based license on a server running C Tech's Universal License Server. Client computers may check out an available license to run EVS. The Software may not be hosted on a publicly accessible server or used to perform or offer automated or semi-automated analysis or graphics services. Use is restricted to Authorized Users only. Use by consultants or temporary employees working outside the licensed organization's facilities is expressly prohibited.

4.4 EVS Enterprise Licenses

Enterprise Licenses provide organization-wide access to EVS. The license cost is based on the total number of full-time equivalent employees. Use is restricted to Authorized Users only. Use by consultants or temporary employees working outside the subscribing organization's facilities is expressly prohibited. The Software may not be hosted on a publicly accessible server.

Mergers and acquisitions occurring during the Subscription Term must be reported immediately if the event affects the applicable staff size level and will be subject to prorated license fee increases. Changes in employee count that affect the size level must be reported prior to the renewal date.

4.5 EVS University Enterprise Licenses

University Enterprise Licenses provide institution-wide access to EVS for faculty and students. The Software may not be hosted on a publicly accessible server or used to perform or offer automated or semi-automated analysis or graphics services. Use is restricted to faculty and students of the licensed institution, and consultants working within the university's facilities. Use by consultants or temporary employees outside the university's facilities is expressly prohibited. University Licenses may not be used in support of commercial projects not affiliated with the university.

4.6 3D PDF Converter

(a) Enterprise Add-On. The 3D PDF Converter is available to organizations with an Enterprise License as an unlimited add-on for the duration of their Subscription Term.

(b) Annual Subscription. The 3D PDF Converter is also offered as a standalone annual subscription as a single-user, CPU-locked license. The Software may not be installed on virtual machines or hosted on any server for multi-user access. Customers may request one transfer of license to a new user and/or computer per year, with an additional transfer upon annual renewal. Transfer fees may apply.

4.7 C Tech EVS AI Skills

C Tech EVS AI Skills is provided at no additional cost to Customers with a current EVS license subscription (Fixed, Floating, or Enterprise). The Software is installed to the Customer's local machine and provides AI agent skill files for use with EVS data formats and EVS software. C Tech EVS AI Skills is subject to the same License Type, terms, and restrictions as the Customer's underlying EVS license. The skill files may not be redistributed, sublicensed, or made available to third parties. The skill files may not be used to train, fine-tune, or otherwise develop competing AI models or services. C Tech reserves the right to modify the availability or terms of C Tech EVS AI Skills at any time, including the right to offer it as a separately licensed product in future releases.

C TECH EVS AI SKILLS IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, OR NON-INFRINGEMENT. CUSTOMER'S USE OF C TECH EVS AI SKILLS IS ENTIRELY AT CUSTOMER'S OWN RISK. C TECH SHALL HAVE NO LIABILITY WHATSOEVER TO CUSTOMER OR ANY THIRD PARTY FOR ANY DAMAGES, LOSSES, OR CLAIMS ARISING OUT OF OR RELATED TO CUSTOMER'S USE OF, OR INABILITY TO USE, C TECH EVS AI SKILLS, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, REGARDLESS OF THE THEORY OF LIABILITY. THIS LIMITATION APPLIES EVEN IF C TECH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

AI agent skill files provide structured guidance for AI systems interacting with EVS data formats and EVS software. The output produced by AI agents using these skill files is generated by third-party AI systems and is not verified, endorsed, or warranted by C Tech. Customer is solely responsible for reviewing, validating, and verifying all AI-generated output before use. C Tech makes no representation that AI-generated output will be accurate, complete, or suitable for any purpose.

SECTION 5: LICENSE TRANSFERS

5.1 Permitted Transfers

EVS Fixed License Subscriptions and EVS Floating License Subscriptions may be transferred or sold, subject to the following conditions:

- All transfers must be accompanied by this Agreement, duly executed by the transferee.
- The transferor must provide C Tech with written certification of the legitimacy of the transfer.
- C Tech may charge a reasonable administrative fee for transfers of Floating License Subscriptions due to the complexity of reconfiguration.
- Transfers of the 3D PDF Converter standalone subscription are limited to one per year and may be subject to transfer fees.

5.2 Prohibited Transfers

EVS Enterprise Licenses, EVS University Enterprise Licenses, and C Tech EVS AI Skills may not be transferred, sold, leased, or rented without C Tech's prior written consent. No License Type may be leased or rented.

5.3 Assignment by C Tech

C Tech may assign this Agreement, in whole or in part, to any successor entity in connection with a merger, acquisition, reorganization, or sale of all or substantially all of C Tech's assets, without Customer's consent.

SECTION 6: UPDATES AND MODIFICATIONS

6.1 Updates

C Tech may from time to time provide Updates to the Software. All Updates shall be deemed part of the Software and subject to the terms of this Agreement. C Tech has no obligation to provide any Updates or to continue to provide or enable any particular features or functionalities.

6.2 Modifications

C Tech reserves the right to modify, suspend, or discontinue, temporarily or permanently, any features of the Software or any service to which it connects, with or without notice and without liability to Customer.

6.3 Prior Versions

Subject to Section 12 and in accordance with a valid license, Customer retains the right to run prior versions of the Software and may choose not to install Updates that Customer deems inappropriate for its use.

6.4 New Functionality Fees

C Tech reserves the right to set fees for new functionality offered in new releases of the Software. License transfers to a different computer architecture or operating system may not be considered upgrades and may be subject to additional fees.

SECTION 7: INTELLECTUAL PROPERTY

7.1 Ownership

C Tech, on behalf of itself and its licensors, retains all right, title, and interest in and to the Software, including without limitation all copyrights, patents, trade secrets, and other proprietary rights. Nothing in this Agreement constitutes a waiver of C Tech's rights under any intellectual property laws.

7.2 Patent Restriction

Customer may not seek, and may not permit any other user to seek, a patent or similar right worldwide that is based on or incorporates any Software. This prohibition shall not apply to Customer's own proprietary technology except to the extent that the Software, or any portion thereof, is part of any claim or preferred embodiment in a patent application.

7.3 Feedback

Customer grants C Tech a perpetual, irrevocable, worldwide, royalty-free, fully sublicensable license to use, reproduce, modify, publish, distribute, and otherwise exploit any feedback, comments, ideas, improvements, or suggestions ("Feedback") provided by Customer with respect to the Software. Customer retains ownership of Feedback but acknowledges that C Tech may freely use such Feedback without obligation to Customer.

SECTION 8: CUSTOMER SUPPORT AND MAINTENANCE

8.1 Included Support

Software Updates and technical support ("Maintenance") are included in subscription fees for all EVS license types. Maintenance provides unlimited Software Updates and unlimited technical support. Customers may contact support at support@ctech.com or by telephone at (941) 315-5740.

8.2 Coverage Hours

Technical support is provided Monday through Friday (holidays excluded) during C Tech's regular office hours and may be available at other times.

8.3 Scope of Support

Technical support is limited to responding to how-to questions regarding the Software. It does not include creating customized applications, reviewing or working with Customer's data files, or providing assistance with Customer's Python scripts. C Tech will make reasonable efforts to provide workarounds and corrections for identified bugs, but some bugs may require a new Software version, and C Tech cannot guarantee the availability or timing of future versions.

8.4 Supported Versions

Support is limited to the past three Software versions or any version released within the past two years from the date of inquiry, whichever is more restrictive. C Tech reserves the right to decline support for any version that contains critical flaws addressed by a subsequent release.

8.5 Consulting Services

Support requests outside the scope of Maintenance may be addressed through C Tech's consulting services at additional cost. Contact sales@ctech.com for information.

8.6 Replacement of Hardware Dongles and Software Licenses

(a) Hardware Dongles — Fixed and Floating Licenses. Prior to validation, lost hardware dongles are subject to a \$100 USD replacement charge. After validation, lost or stolen hardware dongles are subject to a replacement charge of \$200 plus 30% of the prorated remainder of the Subscription Term, and require written certification from Customer that the dongle is lost or stolen and, if found, will be returned to C Tech. Malfunctioning

hardware dongles handled in accordance with installation instructions will be replaced at no cost during the first year and are subject to a \$100 USD replacement charge thereafter.

(b) Hardware Dongles — Enterprise Licenses. Lost hardware dongles are subject to a \$200 USD replacement charge. Malfunctioning hardware dongles handled in accordance with installation instructions will be replaced at no cost during the first year and are subject to a \$100 USD replacement charge thereafter.

(c) Software Licenses. Customers with software-based licenses may request a transfer of license to a new computer no more than once during each Subscription Term, with an additional transfer permitted upon annual renewal. Transfer fees may apply. Replacement of a software license due to hardware failure or other circumstances beyond the annual transfer allowance requires written approval from C Tech and may be subject to additional fees.

(d) All hardware dongle replacement costs are exclusive of applicable shipping charges.

SECTION 9: DATA COLLECTION AND PRIVACY

9.1 Privacy Policy

C Tech collects, stores, maintains, and shares information about Customer in accordance with its Privacy Policy, available at <https://ctech.com/privacy-policy/>. By accepting this Agreement, Customer consents to the terms of C Tech's Privacy Policy.

9.2 Data Collected

The Software incorporates Internet-based services that transmit certain information to C Tech or its service providers. Data collected may include: Internet protocol address, operating system type, hardware configuration, browser type, name and version of the Software in use, usage patterns, and error or crash data. C Tech uses this information to provide and improve its technical support, products, and services.

9.3 Error Reporting

The Software automatically transmits error and crash reports to C Tech via Raygun Limited ("Raygun"), a third-party error monitoring service. C Tech uses Raygun's client-side API to strip personally identifiable information from error reports prior to transmission. Error reports contain only technical diagnostic data, including the state of the Software and the Customer's system at the time of the error, and may occasionally include information about other programs interacting with the Software. No personally identifiable information, Customer data files, or proprietary content is intentionally included in error reports. Raygun stores data on Amazon Web Services infrastructure in the United States (US-East-1 region). Raygun maintains compliance with GDPR, CCPA, HIPAA, and PCI standards, and encrypts all data in transit using industry-standard TLS. C Tech's use of Raygun is governed by a data processing agreement between C Tech and Raygun. For details on Raygun's privacy and security practices, see <https://raygun.com/privacy> and <https://raygun.com/security>.

9.4 Opt-Out

In compliance with applicable privacy regulations, including GDPR, the Software provides the ability to opt out of Internet-based data collection services, including error reporting. By using these features without opting out, Customer consents to the transmission of such information.

9.5 Data Protection

C Tech processes personal data in accordance with applicable data protection laws, including the General Data Protection Regulation (GDPR) and the California Consumer Privacy Act (CCPA). C Tech processes limited personal data as necessary for license management, support delivery, and Software improvement. For data subject access requests, deletion requests, or other privacy inquiries, Customer may contact C Tech at privacy@ctech.com.

9.6 Use of Information

C Tech may use collected data, including error reports, to improve the Software and related services. C Tech may share aggregated, non-personally-identifiable data with hardware and software vendors to improve interoperability with C Tech products.

SECTION 10: THIRD-PARTY SERVICES AND COMPONENTS

10.1 Third-Party Services

The Software may display, include, or make available third-party content, or provide links to third-party websites or services ("Third-Party Services"). C Tech shall not be responsible for any Third-Party Services, including their accuracy, completeness, timeliness, validity, legality, or quality. Third-Party Services are provided solely as a convenience, and Customer accesses and uses them at its own risk and subject to such third parties' terms and conditions.

10.2 MrSID Software

Portions of the Software are copyright © 1995–2010 Celartem, Inc., doing business as LizardTech. All rights reserved. MrSID is protected by U.S. Patent No. 5,710,835. Foreign patents pending.

SECTION 11: PROPRIETARY DATA AND CONFIDENTIALITY

This Agreement does not constitute a Non-Disclosure Agreement (NDA). It is C Tech's standard policy not to disclose Customer data to third parties. However, Customer should not provide sensitive data files or other proprietary data to C Tech during the course of technical support. C Tech will not execute an NDA solely to comply with technical support requirements. Any work requiring an NDA will be classified as consulting services and may only be performed if C Tech verifies it has no conflicts.

Neither this Agreement nor any such NDA shall bind C Tech to exclusivity unless specifically agreed to in writing.

SECTION 12: NO WARRANTIES

THE SOFTWARE IS PROVIDED "AS IS" AND "AS AVAILABLE" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, C TECH, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SOFTWARE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE.

WITHOUT LIMITATION TO THE FOREGOING, C TECH PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND, THAT THE SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE OR SYSTEMS, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS, OR BE ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

WITHOUT LIMITING THE FOREGOING, NEITHER C TECH NOR ANY OF ITS PROVIDERS MAKES ANY REPRESENTATION OR WARRANTY: (I) AS TO THE OPERATION OR AVAILABILITY OF THE SOFTWARE, OR THE INFORMATION, CONTENT, AND MATERIALS INCLUDED THEREIN; (II) THAT THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE; (III) AS TO THE ACCURACY, RELIABILITY, OR CURRENCY OF ANY INFORMATION PROVIDED THROUGH THE SOFTWARE; OR (IV) THAT THE SOFTWARE, ITS SERVERS, OR E-MAILS SENT FROM OR ON BEHALF OF C TECH ARE FREE OF VIRUSES, SCRIPTS, TROJAN HORSES, WORMS, MALWARE, OR OTHER HARMFUL COMPONENTS.

The Software is a mathematical modeling tool intended to assist Customer in characterization, development, and design processes and requires considerable skill and judgment for correct use and interpretation of results. The Software is not intended to replace rigorous model confirmation, sound engineering judgment, or quality checking of all results.

Some jurisdictions do not allow the exclusion of or limitations on implied warranties or the limitations on applicable statutory rights of a consumer. In such jurisdictions, some or all of the above exclusions and limitations may not apply to Customer.

SECTION 13: LIMITATION OF LIABILITY AND INDEMNIFICATION

13.1 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, C TECH, ITS AFFILIATES, AND ITS TECHNOLOGY SUPPLIERS SHALL NOT BE LIABLE TO CUSTOMER OR ANY OTHER PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL, EXEMPLARY, OR INCIDENTAL DAMAGES OR LOSSES, INCLUDING BUT NOT LIMITED TO LOSS OF DATA, LOSS OF PROFITS, OR BUSINESS INTERRUPTION, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE USE OF THE SOFTWARE.

13.2 Aggregate Liability Cap

In no event shall C Tech's, its affiliates', and its technology suppliers' aggregate liability to Customer under this Agreement exceed: (a) for Software provided for a fee (excluding C Tech EVS AI Skills), the license fees attributable to the twelve (12) month period immediately preceding the event giving rise to the claim, regardless of when such fees were actually paid; and (b) for C Tech EVS AI Skills, zero dollars (\$0), as such Software is provided without warranty and entirely at Customer's risk as set forth in Section 4.7. For the avoidance of doubt, C Tech's total liability for C Tech EVS AI Skills shall not exceed zero dollars (\$0) regardless of the form of action or theory of liability.

13.3 Customer Indemnification

Customer shall indemnify and hold harmless C Tech, its affiliates, and technology suppliers from and against all settlements, claims, actions, suits, proceedings, judgments, awards, and damages ("Losses") arising out of or related to Customer's use of the Software or any breach of this Agreement by Customer or its employees, agents, or authorized representatives.

13.4 Exceptions

Notwithstanding anything to the contrary in this Agreement, C Tech does not limit its liability for any matter which it would be illegal for C Tech to exclude or attempt to exclude, but nothing in this section confers any right or remedy upon Customer to which Customer would not otherwise be entitled.

SECTION 14: CLAIMS OF INFRINGEMENT

14.1 Indemnification by C Tech

C Tech will defend or settle at its own expense any action brought against Customer to the extent it is based on a claim that the Software infringes a United States or Canadian patent or copyright, and will pay any costs and damages finally awarded against Customer attributable to such claim, subject to the following conditions: (i) Customer promptly notifies C Tech in writing and reasonably cooperates in the defense; (ii) C Tech has sole authority and control over such defense and any settlement; and (iii) should the Software become, or in C Tech's opinion be likely to become, the subject of such a claim, Customer will permit C Tech, at its option and expense, to procure for Customer the right to continue using the Software, to replace or modify it so that it becomes non-infringing, or to grant Customer a credit for the Software as depreciated on a three-year straight-line basis and accept its return.

14.2 Limitations on Infringement Claims

C Tech shall have no liability for infringement claims based upon or resulting from: (i) combination of the Software with any product not furnished by C Tech; (ii) modification of the Software by a party other than C Tech; (iii) Customer's failure to install Updates as instructed by C Tech; or (iv) use of the Software as part of any infringing process. This section states C Tech's entire liability with respect to infringement claims.

SECTION 15: IDENTIFICATION AS CUSTOMER

C Tech may publicly reference Customer's organization as a C Tech customer on its website or in communications. C Tech will not express any false endorsement or partnerships. Customer grants C Tech a limited license to use Customer's trademarks or service marks for this purpose. Customer may notify C Tech at any time to request removal of such references, and C Tech will use best efforts to comply.

SECTION 16: TERM AND TERMINATION

16.1 Term

This Agreement shall remain in effect until terminated by Customer or C Tech.

16.2 Termination by C Tech

C Tech may, in its sole discretion, at any time and for any or no reason, suspend or terminate this Agreement with or without prior notice. In the event that Customer fails to comply with any provision of this Agreement, C Tech will provide sixty (60) days written notice, during which Customer may cure any breach.

16.3 Termination by Customer

Customer may terminate this Agreement at any time by deleting the Software and all copies thereof from all computers and devices.

16.4 Effect of Termination

Upon termination, Customer shall immediately cease all use of the Software and delete all copies. Termination shall not limit any of C Tech's rights or remedies at law or in equity in the case of breach by Customer during the term of this Agreement.

16.5 Survival

Sections 1 (Definitions), 2.2 (Restrictions), 7 (Intellectual Property), 11 (Proprietary Data), 12 (No Warranties), 13 (Limitation of Liability), 14 (Claims of Infringement), and this Section 16.5 shall survive termination of this Agreement.

SECTION 17: FORCE MAJEURE

Neither party shall be liable for any failure or delay in performing its obligations under this Agreement where such failure or delay results from any cause beyond the reasonable control of that party, including but not limited to acts of God, natural disasters, pandemics, government actions, war, terrorism, labor disputes, power failures, Internet or telecommunications failures, or cyberattacks. The affected party shall promptly notify the other party of the force majeure event and shall use commercially reasonable efforts to mitigate its effects.

SECTION 18: GENERAL PROVISIONS

18.1 Severability

If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish its objectives to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect.

18.2 Waiver

The failure to exercise a right or to require performance of an obligation under this Agreement shall not affect a party's ability to exercise such right or require such performance at any time thereafter, nor shall the waiver of a breach constitute waiver of any subsequent breach.

18.3 Governing Law

This Agreement shall be governed by the laws of the State of Wyoming, United States, excluding its conflicts of law rules. Customer's use of the Software may also be subject to other local, state, national, or international laws. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods.

18.4 Dispute Resolution

Any dispute arising out of or relating to this Agreement shall first be submitted to good faith negotiation between the parties. If the dispute cannot be resolved through negotiation within thirty (30) days, either party may submit the dispute to binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, with the arbitration to be conducted in Broward County, Florida. The prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

18.5 Export Compliance

Customer may not export or re-export the Software except as authorized by United States law and the laws of the jurisdiction in which the Software was obtained. Without limitation, the Software may not be exported or re-exported (a) into or to a nation or resident of any U.S. embargoed country, or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Persons List or Entity List. By installing or using the Software, Customer represents and warrants that it is not located in, under the control of, or a national or resident of any such country or on any such list.

18.6 U.S. Government End Users

The Software and related documentation are "Commercial Items" as defined under 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation" as used under 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. The Software is licensed to U.S. Government end users only as Commercial Items and with only those rights granted to all other end users under this Agreement.

18.7 U.S. Government Restricted Rights

Use, duplication, or disclosure of the Software by the Government is subject to restrictions set forth in DFARS 252.227-7202.3 and 48 CFR 52.227-19, as applicable.

18.8 Training

C Tech provides workbooks and free video tutorials for intermediate-level self-taught training. (i) All premium training content, including advanced training videos and online training, is available at C Tech's then-prevailing rates at ctech.com. (ii) Enterprise Customers with current subscriptions receive unlimited access to all premium training materials at no additional cost. (iii) EVS Fixed and Floating License Customers may pay an additional fee of 10% of their total annual subscription fees to receive unlimited access to premium training materials.

18.9 Consent for Internet-Based Services

The Software incorporates Internet-based services as described in Section 9. C Tech may revise or cancel these services at any time. By using these features, Customer consents to the transmission of information as described in Section 9. Customer will not receive a separate notice each time a connection is made.

SECTION 19: AMENDMENTS

C Tech reserves the right to modify or replace this Agreement at any time, as it applies to new Software releases. By continuing to use the Software after revisions become effective, Customer agrees to be bound by the revised terms. If Customer does not agree to the new terms, Customer is no longer authorized to use the Software.

Customers with a modified and mutually executed version of this Agreement will not be bound by Agreement changes during the twelve (12) month period following execution, except as the new Agreement applies to features not covered by the modified Agreement.

An authorized representative of C Tech must approve and countersign any revisions to C Tech's payment terms or this Agreement in writing.

SECTION 20: ORDER OF PRECEDENCE

If there is a conflict among the terms and conditions in documents provided by Customer and C Tech, the descending order of precedence shall be: (1) This License Agreement; (2) C Tech's Enterprise License Staff Level Certification (if applicable); (3) C Tech's University Certification (if applicable); (4) Customer's Purchase Order and associated Terms and Conditions.

SECTION 21: ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between Customer and C Tech regarding Customer's use of the Software and supersedes all prior and contemporaneous written or oral agreements. Customer may be subject to additional terms and conditions that apply when purchasing or subscribing to other C Tech products or services.

SECTION 22: CONTACT INFORMATION

If Customer has any questions about this Agreement, please contact C Tech:

C Tech Development Corporation

5846 So. Flamingo Rd. #180

Cooper City, FL 33330

Email: sales@ctech.com

Phone: (941) 315-5740

Fax: (941) 210-6339

Privacy Inquiries: privacy@ctech.com