
End User License Agreement

This End User License Agreement (“Agreement”) is entered into as of _____, 2026, by and between Cableteque Corp. (“Licensor”), with a principal place of business at 5405 Production Dr., Huntington Beach, CA 92649, and _____ (“Licensee”), with a principal place of business at _____: Licensor and Licensee are sometimes referred to herein individually as a “Party” and collectively as the “Parties”.

1. Definitions

- **“Affiliate”** shall mean any entity that controls, is controlled by, or is under common control with a Party.
- **“Licensee Data”** means all electronic data or information submitted by Licensee to the Licensed Software.
- **“Commercial Data”** means any Licensee-specific pricing, delivery, supplier, or related data obtained in a non-public way.
- **“Licensed Software”** means any software products provided by Licensor, including any updates or modifications thereto.
- **“Usage Data”** means data relating to Licensee’s and its authorized users’ interaction with the Licensed Software, such as clickstream data, feature usage, session information, browser type, and performance metrics. Usage Data does not include Licensee Data or any AI-generated outputs derived from Licensee Data.

2. Grant of License

Subject to the terms and conditions of this Agreement, Licensor hereby grants Licensee a non-exclusive, non-transferable, revocable (only in the event of a material breach or violation of terms after a ten (10) day cure period), non-sublicensable, limited, subscription-based license to use the Licensed Software for Licensee’s internal business purposes for the duration of the subscription term.

3. Scope of Service

The Licensed Software includes Software-as-a-Service (SaaS) and subscription-based services. Licensee is responsible for its own equipment and internet access costs. Licensor may modify the services at its discretion, provided that such modifications do not materially reduce the core functionality of the Licensed Software.

4. Registration and Account Security

To use the Licensed Software, Licensee must register and create a user account. Licensee must provide accurate and current information and maintain the confidentiality of its account credentials. Licensor may reject or limit account registrations.

5. Use of Licensed Software

Licensee agrees to use the Licensed Software solely for its intended purpose and within the limitations specified in the subscription plan. Usage limits, including the number of users and the number of assembly instances quoted, complexity of assemblies, and/or paid features used, shall be as per the agreed-upon quote between the Parties. Licensee may not share user accounts or exceed usage limits. Any excess usage may result in additional fees.

6. Licensee Conduct

Licensee shall not:

- Harm third parties or Licensor's services.
- Upload harmful or illegal content.
- Disrupt the Licensed Software.
- Attempt unauthorized access to any part of the Licensed Software.
- Use the Licensed Software in any unlawful manner or for any unauthorized purpose.

7. Confidentiality

Confidentiality obligations are governed by the Mutual Non-Disclosure Agreement (MNDA) signed between the Parties.

In the event that no MNDA has been executed between the Parties, or in the event such MNDA has expired or been terminated, each Party agrees to: (a) maintain the confidentiality of the other Party's non-public business information received in connection with this Agreement using at least the same degree of care it uses to protect its own confidential information, but no less than reasonable care; (b) not disclose such information to any third party without prior written consent; and (c) use such information solely for purposes of performing its obligations under this Agreement. These obligations shall survive termination of this Agreement for a period of three (3) years.

8. Intellectual Property

All intellectual property rights in the Licensed Software are owned by Licensor. Licensee may not copy, modify, or reverse engineer the Licensed Software. Licensee may not use the Licensed Software for competitive analysis or commercial exploitation.

Licensee shall not, and shall not permit others to: (i) translate, adapt, arrange, alter, modify, create derivative works of, decompile, disassemble, or reverse engineer the Software or any part thereof; (ii) grant any third party access to use the Software as a service bureau or application hosting provider; or (iii) access the Software by any means other than the official interface provided by Cableteque.

All Intellectual Property Rights in the Software are and shall remain the exclusive property of Cableteque or its licensors.

Notwithstanding the foregoing, Licensee Data and all outputs generated by the Licensed Software using Licensee Data shall remain the sole property of Licensee. Nothing in this Agreement transfers any ownership interest in Licensee Data or Licensee-derived outputs to Licensor.

9. Maintenance and Support

Unless otherwise stated in a separate agreement, Software Maintenance and Support Services are included in the subscription price and:

(a) will be provided during Cableteque's standard business hours (9:00 AM to 6:00 PM Eastern Time, Monday through Friday), excluding U.S. federal holidays.

10. Fees and Payment

Licensee agrees to pay all fees associated with the subscription plan. Fees are non-refundable, and payment obligations are non-cancelable. Licensee is responsible for any taxes associated with the services.

Licensee may opt out of automatic annual renewal by providing written notice of non-renewal no less than sixty (60) days prior to the applicable renewal date. Notwithstanding the non-refundable and non-cancelable provisions above, in the event Licensor fails to cure a material breach within thirty (30) days of written notice from Licensee, Licensee may terminate this Agreement and receive a pro-rated refund of prepaid fees attributable to the unused portion of the then-current subscription term.

11. Warranties and Disclaimers

The Licensed Software is provided "as is." Licensor disclaims all warranties, express or implied, including warranties of merchantability and fitness for a particular purpose. Licensor does not warrant that the Licensed Software will be error-free or uninterrupted. The foregoing "as-is" disclaimer shall not apply to damages directly caused by Licensor's gross negligence or willful misconduct.

The Licensed Software may offer recommendations or suggestions based on commercially available data. While Licensor endeavors to provide accurate and professional recommendations, all outputs from the Licensed Software are for reference only. It is the sole responsibility of the Licensee to evaluate any outputs or recommendations for suitability in its business case. Licensor shall not be held liable for any decisions made or actions taken based on such recommendations.

Notwithstanding the foregoing disclaimers, Licensor warrants that: (a) the Licensed Software will perform materially in accordance with its published documentation during the applicable subscription term; and (b) Licensor utilizes industry-standard practices, including commercially reasonable anti-virus and vulnerability scanning tools, to prevent the introduction of viruses or malicious code into the Licensed Software. If Licensor breaches either of the foregoing warranties and cannot correct the non-conformity within thirty (30) days of written notice from Licensee, Licensee may terminate this Agreement and receive a pro-rated refund of prepaid fees for the unused portion of the then-current subscription term.

Cableteque shall perform industry-standard inspection of the Software for known viruses and malicious code prior to making it available for use. Each Party agrees to take reasonable precautions to ensure that its systems are protected from and do not transmit viruses or other malicious code to the other Party during any form of electronic exchange.

Licensee acknowledges and agrees that the Software may be used in a variety of environments and configurations. It is solely the Licensee's responsibility to evaluate whether the Software is

suitable for its intended use, and to verify the accuracy and applicability of any outputs or recommendations produced by the Software.

12. Limitation of Liability

(a) **General Cap.** To the fullest extent permitted by law, neither party shall be liable for indirect, incidental, special, or consequential damages. Either party's total liability to the other for any claim arising under this Agreement shall not exceed the amount paid by Licensee in the twelve (12) months preceding the claim. Notwithstanding the foregoing, either Party may seek equitable relief, including injunctive relief, in any court of competent jurisdiction to prevent actual or threatened misuse of its intellectual property rights.

(b) **Super Cap.** Notwithstanding Section 12(a) above, in the event of damages arising directly from Licensor's: (i) breach of its data breach or data security obligations; (ii) indemnification obligations under Section 13; or (iii) gross negligence or willful misconduct, Licensor's total aggregate liability shall not exceed three times (3x) the total annual subscription fees paid by Licensee in the twelve (12) months preceding the claim giving rise to liability ("Super Cap"). The Super Cap constitutes the maximum aggregate liability for any such elevated claims.

(c) **Carve-Outs.** The general liability cap in Section 12(a) shall not apply to the categories of claims described in Section 12(b); such claims are instead subject to the Super Cap. Neither cap shall apply to Licensee's payment obligations under Section 10.

13. Indemnification

Licensee shall indemnify and hold Licensor harmless from any claims arising from Licensee's use of the Licensed Software, breach of this Agreement, or violation of any law or rights of a third party.

Licensor shall indemnify, defend, and hold Licensee harmless from and against any third-party claims alleging that Licensee's authorized use of the Licensed Software infringes any valid U.S. patent, copyright, or trademark. This obligation shall not apply to claims arising from: (i) modifications to the Licensed Software made by Licensee; (ii) use of the Licensed Software outside the scope of the license granted under Section 2; or (iii) combination of the Licensed Software with products or services not provided by Licensor.

Licensor's indemnification obligations under this Section are subject to the Super Cap set forth in Section 12(b).

14. Term and Termination

This Agreement is effective until terminated. Subscriptions automatically renew unless written notice of non-renewal is given no less than sixty (60) days prior to the applicable renewal date. Either Party may terminate this Agreement for material breach with 30 days' notice. Upon termination, Licensee must cease use of the Licensed Software and return or destroy all Confidential Information as stipulated in the MNDA executed by the Parties.

In the event this Agreement is terminated by Licensee due to Licensor's uncured material breach, Licensor shall refund to Licensee any prepaid fees attributable to the unused portion of the then-current subscription term.

15. Governing Law and Dispute Resolution



This Agreement shall be governed by the laws of the State of Delaware. Any disputes arising under this Agreement shall be resolved through binding arbitration in the State of Delaware. In the event of a dispute, each party shall bear its own legal costs. Notwithstanding the foregoing, either Party may seek injunctive or other equitable relief in a court of competent jurisdiction for any actual or alleged infringement of intellectual property or misuse of confidential information.

16. Data Classification

Unless otherwise agreed in writing, all data provided by Licensee to Cableteque will be treated as “business confidential.”

All Licensee Data submitted to the Licensed Software shall be treated as confidential and proprietary by default, regardless of whether individually labeled or marked as such. Licensee is not required to pre-classify or annotate submissions prior to upload.

Cableteque shall implement commercially reasonable measures to preserve the confidentiality of data in accordance with this classification, but makes no representation that it is certified to handle protected data types unless separately contracted for such services.

17. Miscellaneous

- a. **Entire Agreement:** This Agreement, along with the MNDA, constitutes the entire understanding between the Parties and supersedes all prior agreements.
- b. **Severability:** If any provision of this Agreement is found to be invalid, the remaining provisions shall remain in full force and effect.
- c. **Modification:** No modification of this Agreement shall be valid unless in writing and signed by both Parties, except that Licensor may update non-material terms or policies referenced herein (such as support or documentation policies) with notice to Licensee, provided such updates do not materially diminish Licensee’s rights or increase its obligations.
- d. **Force Majeure:** Neither Party shall be liable for non-performance due to circumstances beyond their control, including but not limited to natural disasters, pandemics, cyberattacks, utility failures, labor strikes, acts of terrorism, or governmental actions.
- e. **Unauthorized Copying:** Unauthorized copying of the Software, including, without limitation, software that has been modified, merged, or included with the Software, or the written materials associated therewith, is expressly forbidden. Licensee may not sublicense, assign, or transfer this license or the Software except as permitted in writing by Cableteque. Any attempt to sublicense, assign, or transfer any rights, duties, or obligations under this license is void and may result in Cableteque's termination of this Agreement and the license.
- f. **Prohibition on Reverse Engineering:** Licensee agrees that it shall not copy or duplicate or permit anyone else to copy or duplicate any part of the Software or create or attempt to create, or permit others to create or attempt to create, by reverse engineering or otherwise, the source programs or any part thereof from the object programs or from other information made available under this Agreement.
- g. **Audit Rights:** Licensor reserves the right to reasonably audit Licensee’s usage of the Licensed Software to verify compliance with agreed usage limits, provided that such audit is conducted with reasonable notice and during normal business

hours. Any such audit will be at Licensor's expense unless material non-compliance is found.

- h. **Data Use:** Licensee Data shall remain the sole property of Licensee. Licensor agrees not to use Licensee Data for any purpose other than to provide and support the Licensed Software and as otherwise permitted under the MNDA. When Licensee uploads, selects, or specifies components during use of the Licensed Software, Licensor may add specifications for commercially available components (part numbers, manufacturer data, technical parameters) to its master component library for use across the platform. All Licensee Data uploaded to the Licensed Software is hereby designated as proprietary, confidential, and custom, regardless of whether individually labeled or marked as such, and will not be added to the general library. Cableteque's use of Usage Data and all related data handling practices are governed by the AI & Data Policy and Privacy Policy referenced below.
- i. **Component Library:** Cableteque maintains a shared component library built from commercially available component specifications. When Licensee's use of the Licensed Software involves commercially available, non-proprietary components, Cableteque may use the publicly available specifications for such components, including part numbers, manufacturer data, and technical parameters, to update and enhance the shared library for use across the platform. Licensee-proprietary data, custom components, Licensee-specific assembly configurations, and Commercial Data are never added to the shared library.
- j. **AI & Data Policy:** The Licensed Software includes AI-powered features. Cableteque does not use Licensee Data to train, fine-tune, or improve any artificial intelligence or machine learning model. All AI-related data handling commitments, including permitted uses of data to improve the Licensed Software and Licensee experience, are governed by Cableteque's AI & Data Policy, available at cableteque.com/legal/ai-policy, which is incorporated herein by reference.
- k. **Data Retention:** Licensor's data retention practices, including retention periods and Licensee deletion rights, are described in the Privacy Policy at cableteque.com/privacy.
- l. **Privacy:** Licensor implements commercially reasonable practices to safeguard data and maintain confidentiality. Licensor's data collection and use practices are described in its Privacy Policy, available at cableteque.com/privacy. By executing this Agreement, Licensee acknowledges and agrees to the terms of the Privacy Policy.
- m. **Export Control:** Cableteque is registered with the U.S. State Department Directorate of Defense Trade Controls (DDTC) under ITAR. The Cableteque Secure GOV instance is authorized for CUI under FedRAMP Moderate Equivalency. Processing of ITAR-controlled technical data requires a separate contractual agreement and access to Cableteque's dedicated ITAR environment, which is available upon request. Licensee is responsible for identifying any ITAR-restricted content and engaging Cableteque prior to submission of such content. Where ITAR-controlled data is processed under a separate ITAR agreement, Licensee shall ensure authorized users accessing such data are U.S. Persons as defined under applicable law.