cableteque

End User License Agreement

This End User License Agreement ("**Agreement**") is entered into as of _____, 2026, by and between Cableteque Corp. ("**Licensor**" or "**Cableteque**"), 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, including submissions and AI-generated outputs derived from them.
- **"Commercial Data"** means any Licensee-specific pricing, supplier relationships, payment terms, MOQ, lead times, costs and margins, 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.
- **"Documentation"** means product/user documentation, excluding marketing, roadmap, FAQ, Security Overview and policies unless expressly designated.

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 that remains uncured after a thirty (30) 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. The thirty (30) day cure period is subject to Licensor's right of immediate suspension set forth in Section 14.

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. Licensee is solely responsible for managing and controlling user access under its account, including assigning user permissions and promptly revoking or deleting access for any individuals who are no longer authorized. 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 Licensor or its licensors.

Notwithstanding the foregoing, as between the Parties, Licensee owns all right, title, and interest in and to Licensee Data, and nothing in this Agreement transfers any ownership interest in Licensee Data to Licensor. As between the Parties, and to the extent protectable, outputs generated by the Licensed Software from Licensee Data are treated as Licensee Data. .

The preceding paragraph does not grant Licensee, and Licensee acquires no, right, title, or interest in Licensor’s pre-existing or independently developed intellectual property, including Licensor’s models, methods, algorithms, analytics, know-how, reusable platform technology, and publicly available component information (component libraries), all of which remain the exclusive property of Licensor. Licensor’s rights in such materials are unaffected by Licensee’s ownership of Licensee Data or of any output, and Licensor may continue to use, develop, and exploit them without restriction under this Agreement.

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.

Following the implementation period (as defined in the quote), *monthly subscriptions* may be canceled by Licensee upon thirty (30) days' written notice to Licensor. Cancellation takes effect at the end of the then-current billing period following the notice period.

Annual subscriptions automatically renew unless a Party provides written notice of non-renewal no less than sixty (60) days prior to the applicable renewal date. This Section states the sole non-renewal notice requirement under this Agreement.

Notwithstanding the non-refundable and non-cancelable provisions above, for annual contracts, 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.

Where commercial terms have been separately agreed to or are defined in a Cableteque-issued quote accepted by Licensee, those terms supersede this Section to the extent of any conflict.

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.

(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.

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.

13. Indemnification

(a) Licensee Indemnification. Licensee shall indemnify, defend, and hold Licensor harmless from and against any third-party claims arising from: (i) Licensee Data, including any claim that Licensee Data infringes or misappropriates the intellectual property rights of a third party; (ii) Licensee's violation of applicable export-control laws; or (iii) Licensee's use of the Licensed Software outside the scope of the license granted under Section 2 or in violation of applicable law.

Licensor shall provide Licensee with prompt written notice of any such claim, reasonable cooperation in the defense of the claim at Licensee's expense, and sole control of the defense and settlement of the claim; provided that Licensee shall not enter into any settlement that imposes any liability, payment, admission of fault, or other obligation on Licensor without

Licensor's prior written consent. Licensor's failure to provide prompt notice relieves Licensee of its obligations under this Section only to the extent Licensee is materially prejudiced by the delay.

(b) Licensor Indemnification. 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.

(c) Infringement Remedies. If a claim described in Section 13(b) is made or, in Licensor's reasonable judgment, is likely to be made, Licensor may, at its option and expense: (i) procure for Licensee the right to continue using the affected Licensed Software; (ii) modify or replace the affected Licensed Software with materially equivalent non-infringing functionality; or (iii) if neither (i) nor (ii) is commercially reasonable, terminate the affected service and refund to Licensee any prepaid fees attributable to the unused portion of the then-current subscription term for that service.

(d) Cap. 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. Either Party may terminate this Agreement for material breach that remains uncured thirty (30) days after written notice of the breach. Non-renewal of a subscription is governed solely by Section 10.

Notwithstanding the cure period set forth above, Licensor may suspend Licensee's access to the Licensed Software, in whole or in part, immediately and without prior notice where such suspension is reasonably necessary to prevent unlawful activity, an imminent security risk, infringement of intellectual property rights, unauthorized access to the Licensed Software or to data, or material harm to Licensor, the Licensed Software, or any third party. Licensor shall notify Licensee of any such suspension as promptly as practicable and shall restore access once the condition giving rise to the suspension has been resolved. Suspension under this paragraph does not extend or excuse the cure period, and does not by itself terminate this Agreement.

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.

Post-Termination Data. Licensee Data is retained during the active subscription. Following expiration or termination, Cableteque will make Licensee Data available for retrieval for thirty (30) days in a commonly used, machine-readable format and will provide commercially reasonable retrieval assistance. Upon written request after the retrieval period, Cableteque will delete Licensee Data from active systems and provide written confirmation of deletion. Residual copies in routine backups, security records, legal holds, and approved provider systems are governed by applicable retention schedules and remain protected until deleted in the ordinary course.

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 / Regulated / Export Control

Licensee is responsible for determining whether its data is subject to CUI, CDI, ITAR, EAR, or other regulatory restrictions, identifying such data before submission, and ensuring that its users are appropriately authorized. CabletequeGov is exclusively used to support such Export Control & Regulated Data.

Export Control & Regulated Data: Cableteque is registered with the U.S. State Department Directorate of Defense Trade Controls (DDTC) under ITAR. The standard Commercial environment is not intended for, and Licensee shall not submit to it, Controlled Unclassified Information (CUI), Covered Defense Information (CDI), ITAR-controlled technical data, or any other regulated or export-controlled workloads. Such data may be processed exclusively within CabletequeGov.

17. Miscellaneous

A) **Entire Agreement:** This Agreement, together with the applicable order form or accepted quote, any mutually executed amendments, side letters or addenda, the MNDA, and the policies expressly incorporated by reference herein, constitutes the entire understanding between the Parties with respect to the Licensed Software and supersedes all prior agreements concerning such subject matter, subject to the Order of Precedence set forth

below. Where the Parties have executed a negotiated agreement or a “side letter” in place of the standard EULA, that agreement governs.

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:** Except for updates to incorporated policies made in accordance with Section 17(M), 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) **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.

G) **Data Use:** Licensee Data shall remain the sole property of Licensee. Licensor may use Licensee Data only to provide, maintain, secure, administer, support, troubleshoot, validate, and improve the Licensed Software as expressly permitted by this Agreement and the AI & Data Policy, including Licensee-specific within-account enhancement and the investigation and correction of errors or defects identified through Licensee's use of the Licensed Software. Licensor may apply generalized learnings, bug fixes, rules, algorithms, heuristics, prompts, workflows, code changes, and other non-Licensee-specific improvements resulting from those activities across the Licensed Software, provided that such improvements do not disclose or permit reconstruction of Licensee Data, do not use Commercial Data for cross-customer benchmarking, market-pricing analytics, supplier intelligence, or competitive insights, and do not use Licensee Data to train or fine-tune the weights or parameters of an artificial intelligence or machine-learning model.

H) **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.

I) **AI & Data Policy:** The Licensed Software includes AI-powered features. Cableteque does not use Licensee Data to train or fine-tune the weights or parameters of 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.

J) **Data Retention:** Licensor's data retention practices, including retention periods and Licensee deletion rights, are described in the Privacy Notice at cableteque.com/privacy. Post-termination retrieval and deletion of Licensee Data are governed by Section 14.

K) **Privacy:** Licensor implements commercially reasonable practices to safeguard data and maintain confidentiality. Licensor's data collection and use practices are described in its Privacy Notice, available at cableteque.com/privacy. By executing this Agreement, Licensee acknowledges and agrees to the terms of the Privacy Notice.

L) **Order of Precedence:** In the event of a conflict, the document most specifically addressing the applicable subject matter controls, in the following order: (1) mutually executed order forms, amendments, side letters and customer-specific addenda, for the matters they address; (2) the CabletequeGov Compliance Addendum, and the AI Feature Addendum, each with respect to its subject matter, with the CabletequeGOV Compliance Addendum taking precedence with respect to the subject matter it addresses; (3) the EULA, with respect to all other contractual matters; (4) the AI & Data Policy and Privacy Notice, to the extent incorporated by reference; and (5) the Security & Compliance Overview and any FAQ, which are informational and do not create independent contractual commitments. The Mutual Non-Disclosure Agreement governs confidentiality obligations unless a more specific executed agreement controls the particular subject matter. Where the parties have executed a negotiated agreement in place of the standard EULA, that agreement governs.

M) **Material Change Notice:** Cableteque will provide at least thirty (30) days' prior written notice of any material amendment to an incorporated policy that materially diminishes Licensee's rights or materially alters the handling or security of Licensee Data. Non-material changes, including clarifications, formatting and editorial corrections, do not require notice. No policy amendment will modify a mutually executed agreement without a writing signed by both parties.