C Tech Earth Science Software
End User License Agreement ("Agreement")
Version 202409

This agreement shall govern ordering, subscriptions, licensing, support, and warranty of all of C Tech's earth science Software and associated Software tools, including the **Earth Volumetric Studio** *"EVS"*; **and 3D PDF Converter**, hereafter referred to as "*Software"*. This agreement is between *C Tech Development Corp. ("*C Tech*")* and the **Customer**. The agreement constitutes the entire contract between the parties and shall govern all orders completely unless amended in writing and signed by both the customer and an authorized representative of C Tech.

Please read this End-User License Agreement ("Agreement") carefully before accepting. By accepting the agreement during the installation or using the Software, you and your organization will be bound by the terms of this Agreement.

This Agreement is a legal agreement between you (either an individual or a single entity) and C Tech Development Corporation and it governs your use of the Software made available to you by C Tech Development Corporation.

If you do not agree to the terms of this Agreement, do not accept during the installation, and do not download, install, or use the Software.

The Software is licensed, not sold, to you by C Tech Development Corporation for use strictly in accordance with the terms of this Agreement.

1) ORDERING

The Customer may order any item or package listed on the C Tech Price List at www.ctech.com C Tech does not guarantee that prices will not change, nor does it honor out-of-date price lists. No order will be effective until made in writing and signed by the Customer and an authorized representative of C Tech.

2) PAYMENT AND TAXES

EVS Fixed, Floating and Enterprise Subscriptions and the 3D PDF Converter are sold with payment terms of *Advance Payment.* By way of example, C Tech requires payment in full prior to delivering Licenses or renewals.

3) SHIPMENT AND DELIVERY

C Tech will ship EVS licensing dongles **F.O.B. Destination, Prepaid and Added** by means of a courier service (e.g., FedEx) requiring Customer's signature for receipt of delivery. The shipping charges will be paid for by C Tech and added to the invoice. In the event of loss or damage during shipment, the Customer agrees to assist C Tech in filing freight claims for loss or damage.

All other Software covered by this agreement may be delivered by download, and are Software licensed, and therefore require no physical shipment.

Customer is responsible for all additional shipping charges, taxes, fees, duties, and any or all government charges that are customarily the responsibility of the Customer.

4)   Software LICENSE

GRANT OF LICENSE

C Tech Development Corporation grants you a revocable, non-exclusive, non-transferable, limited license to download, install and use the Software strictly in accordance with the terms of this Agreement. You will not rent, sell, lease, or otherwise distribute the Software or any part of it.

RESTRICTIONS

Except as otherwise allowed, you agree not to, and you will 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.
- modify, make 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 Development Corporation or its affiliates, partners, suppliers, or the licensors of the Software.
- tamper with, bypass, or otherwise interfere with the floating license manager and/or Software dongle (key) copy protection system.

You have acquired C Tech's Earth Science Software that includes Software licensed by C Tech from C Tech and its Software suppliers. Those installed Software from C Tech and its Software suppliers' origin, as well as any associated media, printed materials, and "online" or electronic documentation ("Software") are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Software is licensed, not sold. The Customer shall not duplicate any portion of the Software except for backup or archival purposes and shall duplicate C Tech's proprietary rights and notices on each such copy.

AGREEMENT TO EULA

If you do not agree to all conditions of this End User License Agreement ("EULA"), do not use the Software. Promptly contact C Tech for instructions on return or destruction of the unused Software for a refund if applicable. Any use of the Software, including but not limited to use of the Software, will constitute your agreement to this EULA (or ratification of any previous consent).

LICENSE TYPES

EVS DEMO & EVS PRESENTATION LICENSES

C Tech makes EVS freely available to download from our website (www.ctech.com), and when installed in accordance with this EULA, the Software may be run in DEMO mode without needing a purchased license from C Tech. This same installation allows the Software to open EVS Presentations (.evsp files), which are single file deliverables which allow customers with EVS Floating or Enterprise licenses to provide versions of their Earth Volumetric Studio applications to their clients, who can then modify properties interactively.

EVS FIXED LICENSE SUBSCRIPTIONS

Fixed licenses use a USB dongle to license the computer to which the dongle is attached. They are not supported on virtual machines and shall not be hosted on any server, whether public or private, for the purpose of accessing the Software on a remote computer or allowing more than a single user access to the Software. This restriction includes access by "Remote Desktop" type sharing Software. The Software may not be hosted on a publicly accessible server, nor used to perform or offer (semi)-automated analysis or graphics services.

Fixed License Subscriptions may be transferred or sold but may not be leased or rented. All License transfers must be accompanied by this License Agreement executed by the transferee and a letter from the transferor certifying the legitimacy of the transfer.

EVS FLOATING LICENSE SUBSCRIPTIONS

Floating (a.k.a. Concurrent) License Subscriptions use a USB dongle on a server running C Tech's Universal License Server. Client computers can check out an available license to run EVS

The Software may not be hosted on a publicly accessible server, nor used to perform or offer (semi)-automated analysis or graphics services. The License(s) may not be used by any individuals who are not direct employees of the licensed organization or consultants working within the licensed organization's facilities. Use by consultants and temporary employees working outside of the licensed organization's facilities is expressly prohibited.

Floating License Subscriptions may be transferred or sold but may not be leased or rented. All License transfers must be accompanied by this License Agreement executed by the transferee and a letter from the transferor certifying the legitimacy of the transfer. Because of the complexity of floating licenses, a fee may apply for C Tech to support any transfer.

EVS ENTERPRISE LICENSES

Enterprise Licenses may not be transferred, sold, leased, or rented. The Software may not be hosted on a publicly accessible server. The Licenses may not be used by any individuals who are not direct employees of the licensed organization or consultants working within the subscribing organization's facilities. Use by consultants and temporary employees working outside of the subscribing organization's facilities is expressly prohibited. The license cost is based on the total number of full-time equivalent employees. Mergers and acquisitions occurring during the license period must be reported immediately if it affects the size level and will be subject to prorated license fee increases. Hiring of employees occurring during the license period that affects the size level must be reported prior to the renewal date.

EVS UNIVERSITY ENTERPRISE LICENSES

University Enterprise Licenses may not be transferred, sold, leased, or rented. The Software may not be hosted on a publicly accessible server, nor used to perform or offer (semi)-automated analysis or graphics services. The Licenses may not be used by any individuals who are not faculty or students of the licensed organization or consultants working within the university's facilities. Use by consultants and temporary employees working outside of the university's facilities is expressly prohibited. University Licenses may not be used by any person in support of commercial projects not affiliated with the University.

3D PDF CONVERTER: ENTERPRISE ANNUAL SUBSCRIPTION ADD-ON

C Tech's 3D PDF Converter is available to organizations with an Enterprise License as an unlimited add-on purchase for the duration of their license.

The converter will only process .EVSPDF or VRML (.wrl) files created in Earth Volumetric Studio (EVS). The Software will run on any Enterprise client computer if this option is purchased.

3D PDF CONVERTER: ANNUAL SUBSCRIPTION LICENSES

C Tech's 3D PDF Converter is offered as an annual subscription exclusively as a Single User CPU Locked license. The converter will only process .EVSPDF or VRML (.wrl) files created in Earth Volumetric Studio (EVS). The Software may not be installed on virtual machines and shall not be hosted on any server, whether public or private, for the purpose of allowing more than a single user access to the Software.

Customers may request a Transfer of License to a new user and/or computer no more than once during the year, and again upon annual renewal. Transfer fees may apply.

5) MODIFICATIONS TO APPLICATION

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

UPDATES TO APPLICATION

C Tech Development Corporation may from time to time provide enhancements or improvements to the features/functionality of the Software, which may include patches, bug fixes, updates, upgrades, and other modifications ("Updates").

Updates may modify or delete certain features and/or functionalities of the Software. You agree that C Tech Development Corporation has no obligation to (i) provide any Updates, or (ii) continue to provide or enable any particular features and/or functionalities of the Software to you.

You further agree that all Updates will be (i) deemed to constitute an integral part of the Software, and (ii) subject to the terms and conditions of this Agreement.

Subject to Para. 19 and in accordance with their valid license, *Customer* retains the right to run prior versions of the Software or service and may choose to refrain from installing such updates which they deem inappropriate for their use.

SOFTWARE UPGRADES AND FEES

C Tech reserves the right to set new fees for **new** functionality that might be offered as a part of such new releases of the Software. Software (license) transfer to a different computer architecture or operating system may not be considered an upgrade and may be subject to additional fees.

6) TITLE, PROPRIETARY RIGHTS

C Tech, on behalf of itself and its licensor, retains title to, and all copyright, patent, trade secret and proprietary rights in the Software, including without limitation (i) all designs, engineering details, and other data pertaining to the Software, and (ii) all original works, computer programs, discoveries, inventions, copyrights, trade secret rights, patents, know-how and techniques pertaining to the Software or arising out of work done wholly or in part by C Tech in connection with this Agreement. Nothing in this Agreement constitutes a waiver of C Tech*'s* rights under copyright or patent laws, or any other federal or state law.

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 express prohibition on patenting will not apply to Customer's purcahse and technology except to the extent that Software, or any portion thereof, are part of any claim or preferred embodiment in a patent application or a similar application.

7) YOUR SUGGESTIONS

Any feedback, comments, ideas, improvements, or suggestions (collectively, "Suggestions") provided by you to C Tech Development Corporation with respect to the Software shall remain the sole and exclusive property of C Tech Development Corporation.

C Tech Development Corporation shall be free to use, copy, modify, publish, or redistribute the Suggestions for any purpose and in any way without any credit or any compensation to you.

8) THIRD-PARTY SERVICES

The Software may display, include, or make available third-party content (including data, information, applications, and other products or services) or provide links to third-party websites or services ("Third-Party Services").

You acknowledge and agree that C Tech Development Corporation shall not be responsible for any Third-Party Services, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. C Tech Development Corporation does not assume and shall not have any liability or responsibility to you or any other person or entity for any Third-Party Services.

Third-Party Services and links thereto are provided solely as a convenience to you, and you access and use them entirely at your own risk and subject to such third parties' terms and conditions.

MrSID SOFTWARE

Portions of this computer program 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.

9) PRIVACY POLICY

C Tech Development Corporation collects, stores, maintains, and shares information about you in accordance with its Privacy Policy, which is available at https://www.ctech.com/privacy-policy/. By accepting this Agreement, you acknowledge that you hereby agree and consent to the terms and conditions of our Privacy Policy.

10) IDENTIFICATION AS CUSTOMER

We may publicly reference your organization as a C Tech Development Corporation customer on our website or in communications. We will not express any false endorsement or partnerships. Customer grants C Tech Development Corporation a limited license to use Customer's trademarks or service marks for this purpose. Please notify us if you prefer that we not identify your organization as a C Tech Development Corporation customer and we will use best efforts to remove references to your organization on our website or in communications.

11) TERM AND TERMINATION

This Agreement shall remain in effect until terminated by you or C Tech Development Corporation. C Tech Development Corporation may, in its sole discretion, at any time and for any or no reason, suspend or terminate this Agreement with or without prior notice.

This Agreement will terminate upon 60 days written notice from C Tech Development Corporation, in the event that you fail to comply with any provision of this Agreement or cure any breach within the 60-day period. You may also terminate this Agreement by deleting the Software and all copies thereof from your mobile device or from your computer.

Upon termination of this Agreement, you shall cease all use of the Software and delete all copies of the Software from your mobile device or from your computer.

Termination of this Agreement will not limit any of C Tech Development Corporation's rights or remedies at law or in equity in case of breach by you (during the term of this Agreement) of any of your obligations under the present Agreement.

12) NO WARRANTIES

The Software is provided to you "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 Development Corporation, on its own behalf and on behalf of its affiliates and its 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 Development Corporation provides no warranty or undertaking, and makes no representation of any kind that the Software will meet your requirements, achieve any intended results, be compatible or work with any

other Software, applications, systems, or services, 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 Development Corporation nor any of C Tech Development Corporation's providers makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Software, or the information, content, and materials or products included; (ii) that the Software will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Software; or (iv) that the Software, its servers, the content, or e-mails sent from or on behalf of C Tech Development Corporation are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

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

13) LIMITATION OF LIABILITY AND INDEMNITY

i) **TO THE MAXIMUM EXTENT PERMITTED BY LAW, C Tech, ITS AFFILIATES AND TECHNOLOGY SUPPLIERS WILL NOT BE LIABLE TO CUSTOMER OR ANY OTHER PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL, EXEMPLARY, OR INCIDENTAL DAMAGES OR LOSSES.** Except for C Tech's obligations set forth in Paragraph 22, Customer shall indemnify and hold harmless C Tech, its affiliates and technology suppliers from and against all settlements, claims, actions, suits, proceedings, judgements, awards, damages (collectively "Losses") which arise out of or are related to Customer's use of the Software or any breach of this End User License Agreement by Customer or its employees, agents, or authorized representatives. In no event with C Tech's, its Affiliates', and technology suppliers' aggregate liability to Customer exceed the license fee paid for such license(s) during the preceding 12 months.

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

(iii) The Program(s) is a mathematical modeling tool intended to assist Customer in Customer's characterization, development and design processes and requires considerable skill and judgment for its correct use and for the interpretation of the computed results. The Program(s) is not intended to exclude the requirement for rigorous and comprehensive model confirmation, sound engineering judgement and quality checking of all results.

14) SEVERABILITY

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

15) WAIVER

Except as provided herein, 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 be the waiver of a breach constitute waiver of any subsequent breach.

16) FOR U.S. GOVERNMENT END USERS

The Software and related documentation are "Commercial Items", as that term is defined under 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used under 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. In accordance with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the

Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

17)   U. S. GOVERNMENT RESTRICTED RIGHTS

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

18) EXPORT COMPLIANCE

You 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.

In particular, but without limitation, the Software may not be exported or re-exported (a) into or to a nation or a resident of any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List.

By installing or using any component of the Software, you represent and warrant that you are not located in, under control of, or a national or resident of any such country or on any such list.

19) CUSTOMER SUPPORT SERVICES

 Software updates and technical support (Maintenance) is included in the subscription fees for all EVS license types.

C Tech's Maintenance provides unlimited Software updates and unlimited technical support. Customers may e-mail support@ctech.com or telephone (941) 315-5740 for their support issues.

TERMS OF COVERAGE: Technical Support will be provided Monday through Friday (holidays excluded) during C Tech*'s* regular office hours and may be available at other times.

C Tech's Duties:
- Technical support is generally limited to responding to *how-to* questions. It does not include creating customized applications to address unique customer needs.
- C Tech will aid in problem resolution for supported Software and will make reasonable efforts to provide work-arounds and/or corrections for identified bugs in the Software.
    - *NOTE:* Some bugs may not be resolvable without a new Software version. We cannot guarantee when any future version will become available.

Limitations:
- Customer Support, whether related to Software installation or operation, is strictly limited to the past three Software versions or any version released within the past two years from the date of the support inquiry, whichever criteria is more restrictive.

- We further reserve the right to not provide support for any version which we assess has critical flaws which were addressed by a subsequent release.

- Review of, or working with Customer's data files is excluded from Technical Support.

- Assistance with customer's Python scripts is explicitly excluded from Technical Support.

Customer support requests which are outside of the scope of Technical Support services can generally be addressed with consulting services at an additional cost. Contact sales@ctech.com for more information and a firm-fixed-price quote.

REPLACEMENT OF SOFTWARE KEYS:

FIXED AND FLOATING LICENSES:

Prior to validation, lost Software keys are subject to a $100 USD replacement charge. After validation, lost or stolen keys are subject to a replacement charge equal to $200 plus 30% of the prorated remainder of the subscription term, and require certification from Customer that the license key is lost or stolen, and if found will be returned to C Tech. Malfunctioning keys handled in accordance with the installation instructions will be replaced at no cost during the first year and are subject to a $100 USD replacement charge thereafter. Replacement costs do not include applicable shipping charges which are extra.

ENTERPRISE LICENSES:

Lost Software keys are subject to a $200 USD replacement charge. Malfunctioning keys handled in accordance with the installation instructions will be replaced at no cost during the first year and are subject to a $100 USD replacement charge thereafter. Replacement costs do not include applicable shipping charges which are extra.

20) CONSENT FOR INTERNET-BASED SERVICES.

C Tech incorporates Internet-based services into its Software. C Tech may revise or cancel these services and features at any time. The Software features described below connect to C Tech or its service provider's computer systems over the Internet. In general, you will not receive a notice when a connection is made.

- In compliance with European GDPR regulations, C Tech allows the user to Opt-Out of these Internet-based services, which are primarily used for error reporting.
- **By using these features, you consent to the transmission of this information.**

COMPUTER INFORMATION: The following features use Internet protocols, which send computer information, such as your Internet protocol address, the type of operating system, hardware details, browser and name and version of the Software you are using. C Tech uses this information to make the Internet-based services available to you.

1. Customer Experience Improvement Program (CEIP). This Software uses CEIP. CEIP automatically sends C Tech information about your hardware and how you use this Software.

2. Error Reports. This Software automatically sends error reports to C Tech. These reports include information when problems occur in the Software. Sometimes reports contain information about other programs that interact with the Software.

3. Use of Information. We may use the computer information, error reports, and CEIP information, to improve our Software and services. We may also share it with others, such as hardware and Software vendors. They may use the information to improve how their products function with C Tech Software.

21) PROPRIETARY DATA

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

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

22) CLAIMS OF INFRINGEMENT

INDEMNIFICATION: C Tech will defend or settle at its own expense any action brought against Customer, to the extent that 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 in any such action which are attributable to any such claim. C Tech*'s* obligation under the preceding sentence is subject to the conditions that (i) Customer promptly notifies C Tech in writing of any such claim and reasonably cooperate with C Tech in its defense (ii) C Tech will have sole authority and control of such defense and all negotiations for any settlement or compromise, and (iii) should the Software become, or in C Tech*'s* opinion be likely to become, the subject of any such claim, Customer will permit C Tech*,* at C Tech*'s* 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.

LIMITATIONS: C Tech shall have no liability to the Customer with respect to any claim of infringement which is based upon or results from (i) the combination of any Software with any machine, device, firmware, or Software not furnished by C Tech, (ii) any modification of the Software by a party other than C Tech, (iii) Customer's failure to install changes or updates as instructed by C Tech, or (iv) use of the Software as part of any infringing process. THIS SECTION STATES THE ENTIRE LIABILITY OF C Tech WITH RESPECT TO INFRINGEMENT CLAIMS CONCERNING THE Software OR ITS USE OR OPERATION.

23) TRAINING

C Tech*'s Software* includes workbooks and free video tutorials sufficient for intermediate level self-taught training. (i) All other premium training content that may be offered by C Tech, including advanced training videos, and/or on-line training shall be at C Tech*'s* then-prevailing rates on C Tech's website: www.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 extra fee of 10% of their total annual subscription fees to receive unlimited access to premium training materials.

24) AMENDMENTS TO THIS AGREEMENT

C Tech Development Corporation reserves the right, at its sole discretion, to modify or replace this Agreement at any time, as it applies to new Software releases (Updates).

By continuing to access or use our Application after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Software.

Customers with a modified and mutually executed Agreement will not be bound by Agreement changes during the 12-month period following execution of the Agreement, except as the new Agreement applies to any feature(s) 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.

25) GOVERNING LAW

The laws of Wyoming, United States, excluding its conflicts of law rules, shall govern this Agreement and your use of the Software. Your 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.

26) ORDER OF PRECEDENCE

If there is a conflict among the terms and conditions in the documents provided by Customer and C Tech, the descending order of precedence shall be as follows: (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.

27) CONTACT INFORMATION

If you have any questions about this Agreement, please contact C Tech by email, phone, fax, or mail:

C Tech Development Corporation
5846 So. Flamingo Rd. #180
Cooper City, FL 33330
sales@ctech.com
Phone: 941-315-5740 Fax: 941-210-6339

28) ENTIRE AGREEMENT

The Agreement constitutes the entire agreement between you and C Tech Development Corporation regarding your use of the Software and supersedes all prior and contemporaneous written or oral agreements between you and C Tech Development Corporation.

You may be subject to additional terms and conditions that apply when you use or purchase or procure subscriptions to other C Tech Development Corporation's products or services.