

Mil-Pac Technology Software License Agreement

THIS AGREEMENT REPRESENTS THE ENTIRE AGREEMENT BETWEEN YOU ("Licensee") AND MIL-PAC TECHNOLOGY CORPORATION ("Mil-Pac") WITH RESPECT TO THE MIL-COMPLY COMPLIANCE SOFTWARE ("Software") AND SUPERCEDES ALL PRIOR PROPOSALS, REPRESENTATIONS, OR UNDERSTANDINGS, WHETHER WRITTEN OR ORAL. BY INSTALLING OR USING THE SOFTWARE, LICENSEE ACCEPTS AND AGREES TO BE BOUND TO THE TERMS OF THIS AGREEMENT, THEREBY FORMING A BINDING CONTRACT BETWEEN LICENSEE AND MIL-PAC. IF LICENSEE DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, LICENSEE MUST NOT INSTALL OR USE THE SOFTWARE AND SHOULD IMMEDIATELY RETURN THE SOFTWARE AND ALL ASSOCIATED DOCUMENTATION.

1. Grant of License. Mil-Pac hereby grants to Licensee, a perpetual, non-exclusive, nontransferable license to use one (1) copy of the Software provided by Mil-Pac on a single personal computer solely in accordance with the terms of this Agreement. The Software may be accessed and used only by a single user actively logged into the operating system on the computer on which the Software is installed. If Licensee possesses multiple licenses, this agreement applies equally and independently to each licensed instance of the Software.

Licensee may not assign, transfer, rent, or sublicense the Software. Any attempt to do so shall constitute a material breach of this Agreement and will result in termination of the license without any entitlement to a refund. The Software is proprietary property of Mil-Pac, and is protected by applicable U.S. and international laws, including but not limited to copyright, trademark, patent, and trade secret laws. All rights, title, and interest in and to the Software shall remain exclusively with Mil-Pac. This Agreement does not convey to Licensee any ownership interest in the Software, but only a limited right of use, which may be revoked in accordance the terms set forth herein. Any modification of the software performed at the request of the Licensee, including those funded by Licensee, does not grant intellectual property rights in or to the Software or its underlying technology.

2. Installation and Restrictions. Licensee is solely responsible for selecting the Software to achieve the desired results and for the installation, operation, and proper use of the Software. Licensee may not modify, translate, adapt, decompile, disassemble, decrypt, extract, reverse engineer, or otherwise attempt to discover the confidential source code and techniques embodied in the Software. Licensee is further prohibited from creating any derivative software based on Mil-Pac's trade secrets or proprietary information of the Software.

3. Licensed User Controls. Licensee agrees to maintain accurate and complete records relating to all copies of the Software under this agreement. Mil-Pac may request, no more than once per year, that Licensee conduct an internal audit of all copies of the Software in use by Licensee and compare such usage to the number of valid licenses issued to Licensee under one or more Purchase Orders. Following any such audit, Licensee agrees to provide Mil-Pac with a written statement signed by Licensee's authorized representative, certifying that either (i) Licensee possesses sufficient licenses to cover all usage disclosed by the audit or (ii) that Licensee has ordered sufficient licenses to cover all usage disclosed by the audit. By requesting an audit, Mil-Pac does not waive any rights to enforce this Software License Agreement, nor does it limit Mil-Pac's ability to enforce its intellectual property rights by any means permitted by law. Licensee agrees to allow Mil-Pac to collect user names and email addresses, and computer names on which the Software is operated for the purposes of verifying compliance with the licensing limitations set forth herein.

4. License Fees. The license fees paid by Licensee are in consideration of the licenses granted under this Agreement.

5. Termination. This License Agreement is effective until terminated in accordance with its terms. Licensee may terminate this License Agreement at any time. The License Agreement will automatically terminate if Licensee fails to comply with any terms and conditions set forth herein. Upon any termination, Licensee agrees to cease all use of the Software and to destroy the Software and all copies, modifications and merged portions in any form. Licensee shall further certify in writing that such destruction has been completed.

6. Limited Warranty. For a period of thirty (30) days ("Warranty Period") from your date of purchase, Mil-Pac warrants to Licensee, that (i) the Software will substantially conform to its documentation, including descriptions of the product published on the Mil-Pac website at the time of purchase, and, (ii) during the Warranty Period, the Software will operate substantially in accordance with the documentation. If during the Warranty Period the Software does not perform as

warranted, Licensee may request either an updated version that corrects the nonconformity, or a refund of the license fees paid under this Agreement.

Disclaimer. THE LIMITED WARRANTY SET FORTH ABOVE IS THE ONLY WARRANTY PROVIDED BY MIL-PAC. MIL-PAC DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE.

7. Limits of Liability. Because computer software is inherently complex and may contain errors, Licensee is solely responsible for verifying all results produced through use of the Software and for maintaining appropriate backup copies of all data and work products. Mil-Pac shall have no liability for any loss or damage arising from Licensee's failure to perform such verification or backups. Mil-Pac's cumulative liability to Licensee or any party for any loss or damages resulting from any claims, demands, or actions arising out of or relating to this Agreement shall not exceed the license fee actually paid by Licensee to Mil-Pac for the applicable Software.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL MIL-PAC BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, ECONOMIC, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE OR ANY MIL-PAC PRODUCTS OR SERVICES, INCLUDING, WITHOUT LIMITATION, DAMAGES OR COSTS RELATING TO THE LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, OR COMPUTER PROGRAMS, EVEN IF MIL-PAC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU.

8. Acceptable Use. Licensee acknowledges that the effective use of the Software for its intended purpose of facilitating the marking and shipment of products within the Defense Supply Chain does not require the handling of Classified, Covered Unclassified Information (CUI), nor Federal Contract Information (FCI) as defined by FAR 52.204-21 and DFARS 252.204-7012. Licensee further acknowledges that Mil-Pac has made no representations of warranties regarding compliance with the Cybersecurity Maturity Model Certification (CMMC) framework, nor does Licensee have any expectation of such compliance. Licensee agrees to not use the Software and related systems to process, store or upload to any cloud service any Classified, CUI, FCI nor Buyer Technical Data and accepts full responsibility for the handling and protection of such data.

9. U.S. Government Restricted Rights. If the Software is acquired on behalf of a unit or agency of the United States Government, the following provisions shall apply. For units of the Department of Defense, the Software is supplied only with "Restricted Rights" as that term is defined in the DFARS 52.227-7013(c)(1)(ii) and: Use, duplication or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 52.227-7013. Contractor: Mil-Pac Technology, Inc.; P.O. Box 2066; Ramona, California 92065.

Government personnel using the Software, other than under a DoD contract or outside a GSA Schedule, are hereby notified that use of the Software is subject to restricted rights, equivalent to, or similar to, the rights specified above.

10. Encryption and Export. The Software does not contain cryptographic functionality that is subject to the Export Administrative Regulations (EAR) as managed by the Bureau of Export Administration, US Department of Commerce and may be exported to NATO countries and end-users.

11. General. This Agreement shall be governed by the laws of the State of California without regard to conflict of law principles. Should any term of this Agreement be declared void or unenforceable by any court of competent jurisdiction such declaration shall have no effect on the remaining terms hereof.

Date of Last Modification: February 12, 2026