

M-Star Standard Terms and Conditions

These M-Star Standard Terms and Conditions (the "Agreement") govern the contractual relationship between the person or entity identified as the customer in any quote ("Ordering Document") with M-Star which states that it is subject to this Agreement ("Customer") and M-Star Simulations, LLC ("M-Star"). M-Star may amend this Agreement at any time in its sole discretion, effective upon posting the amended Agreement at the domain or subdomains of <https://www.mstarcfd.com> where the prior version of the Standard Terms and Conditions was posted, or by communicating these changes through any written contact method M-Star has established with Customer.

This Agreement may be accepted by Customer in any manner indicating Customer's agreement to be bound by them. Specifically, Customer accepts the terms and conditions by using the Software or making any payment for the Software. By accessing the Software, Customer agrees to comply with and to be bound by this Agreement. The use of pre-printed forms, including but not limited to purchase orders, e-mail, or acknowledgements, shall be for convenience only and all pre-printed terms and conditions stated on such forms are void and of no effect.

If Customer does not understand or agree with these Standard Terms and Conditions, please do not use the Software.

1. Definitions.

1.1 "**Documentation**" means M-Star's user manuals, handbooks, and installation guides relating to the Software provided in writing by M-Star to Customer.

1.2 "**Disabling Code**" mean any viruses, trojan horses, trap doors, back doors, easter eggs, worms, time bombs, software locks, drop-dead devices or any other computer programming routine, device, code or instructions that are capable of damaging, deactivating, detrimentally interfering with, surreptitiously intercepting or expropriating any system, data, or personal information. Disabling Code shall not include any code embedded in the Software by M-Star which renders the Software unusable upon termination of this Agreement or breach of this Agreement by Customer.

1.3 "**Fee**" means the annual fee due to M-Star in consideration for the Services provided under this Agreement.

1.4 "**Services**" shall mean the support and maintenance services provided by M-Star hereunder.

1.5 "**Software**" shall mean the software product owned by M-Star, more specifically known as M-Star CFD, in object code format, including any Updates provided to Customer pursuant to this Agreement.

1.6 "**Updates and Maintenance**" shall mean any updates, bug fixes, patches, or other error corrections to the Software that M-Star generally makes available free of charge to all Customers of the Software.

2. License.

2.1 *License Grant.* In consideration of paying the Fees, M-Star hereby grants Customer a revocable, non-exclusive, non-transferable right to: (i) download the Software and (ii) use the Software and the Services during the Term for Customer's internal business purposes. Customer agrees that it will not assign, sublicense, transfer, pledge, lease, rent, sell or share its rights under this License. Customer may make copies of the Software solely for back-up, disaster recovery, and testing purposes; provided, however, that any such copies of the Software: (x) shall not be shared with any third party; (y) are subject to the terms and conditions of this Agreement; and (z) must include all copyright or other proprietary rights notices contained in the original.

2.2 *Use Restrictions.* Customer acknowledges that the Software and Services, and any derivative thereof, are proprietary to M-Star and the Software and Services shall remain the exclusive property of M-Star. Customer shall not use the Software or Documentation for any purposes beyond the scope of the license granted in this Agreement. Without limiting the foregoing and except as otherwise expressly set forth in this Agreement, Customer (including its authorized users) shall not at any time, directly or indirectly: (i) copy, modify, reverse engineer, or create derivative works of any part of the Software or the Documentation; (ii) rent, lease, lend, sell, assign, distribute, publish, transfer, or otherwise make available the Software or the Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Software, in whole or in part; or (iv) remove any proprietary notices from the Software or the Documentation.

2.3 *Delivery.* M-Star shall deliver the Software electronically, on tangible media, or by other means, as determined by M-Star, to Customer within 5 business days following the Effective Date. Risk of loss of any tangible media on which the Software is delivered will pass to Customer upon Customer's receipt of such tangible media at Customer's delivery location.

2.4 *Third-Party Links and Software.* The Software may contain links to websites or incorporate services controlled by parties other than M-Star. M-Star is not responsible for and does not endorse or accept any responsibility for the content or use of these third-party websites or services. M-Star provides these links to Customers only as a convenience, and the inclusion of any link does not imply endorsement by M-Star of the linked website or the content and materials found at the linked website, except as specifically stated otherwise by M-Star. It is Customer's responsibility to take precautions to ensure that whatever you select for your use is free of viruses or other items of an intrusive nature.

3. License Fees and Payment. Fees shall be paid within 30 days of the date of the invoice from M-Star. All Fees are non-cancellable and once paid are non-refundable. All payments must be by wire or ACH, and if M-Star permits payment via credit or debit card, then unless prohibited by applicable laws M-Star reserves the right to charge Customer a surcharge of 3% of the total amount due hereunder, and Customer hereby consents to such charge being made against the credit or debit card provided by Customer. M-Star may impose a special handling charge of 3-5% if special invoicing requirements apply (such as EDI, third party systems such as Ariba, or other dedicated invoicing systems). Fees are exclusive of any sales and use taxes arising from the transactions contemplated by this Agreement, and Customer shall not withhold any Fees due under an invoice for the payment of taxes arising from the transaction unless agreed in writing by M-Star. In the event the Customer fails to make timely payment of any Fees, Customer shall be in material breach of this Agreement and M-Star may terminate this Agreement or suspend its performance. Customer agrees to pay any reasonable costs, including, but not limited to, reasonable attorney's fees of no less than 33% of any amount due and owing, expert witness fees and court costs incurred by M-Star to collect any amount unpaid under this Agreement. Customer may in good faith dispute an invoice by providing M-Star with written notice no more than 30 days from the date that Customer receives the disputed invoice. Customer may only withhold the disputed portion of the invoice. Customer and M-Star shall work together in good faith to resolve the dispute within 45 days of M-Star's receipt of the dispute notice.

4. Updates & Maintenance Releases/Support Services.

4.1 *Updates & Maintenance Releases.* In the exercise of its sole discretion and from time to time, M-Star may develop and make available maintenance releases for the Software, or make changes or additions to the Software, that provide new functions or improved performance for the Software. During the Term, so long as all License Fees are fully paid and Customer is otherwise not in breach of this Agreement, M-Star shall provide Customer, at no additional charge, all such Updates and Maintenance Releases. For an additional fee, M-Star may provide consulting services and additional support, including enhancements and upgrades developed at Customer's specific request, at a rate mutually agreed upon, together with out-of-pocket and other related costs, and subject to the terms of a written agreement.

4.2 *Support Hours.* During the Term hereof, M-Star shall provide Customer with up to 50 hours of support annually for each license ("Maximum Support Hours"). If Customer requests or uses additional support hours beyond the Maximum Support Hours, Customer may purchase an additional 50 hours of support to be available for use during the remainder of the then-current Term. The Maximum Support Hours shall not include any time M-Star spends responding to support requests that, in M-Star's sole and absolute discretion, pertain solely to defects, errors or bugs in the Software.

4.3 *Support Response.* All support requests shall be made in writing and sent to M-Star at the following address: support@mstarcfd.com. M-Star shall respond within 3 business days after receipt of a written request for support and shall propose a plan for prompt and effective remedy within 5 business days following the response.

5. Confidential Information. From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media/in written or electronic form or media, whether or not marked, designated or otherwise identified as "confidential" (collectively, "Confidential Information"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees, contractors or customers who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving Party shall promptly destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire 5 years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

6. Intellectual Property Ownership. M-Star shall retain sole and exclusive ownership of all right, title, and interest in and to the Software, Documentation, all copies thereof, and all modifications and enhancements thereto (including ownership of all copyrights, trademarks, trade secrets and other intellectual property rights pertaining thereto), subject only to the right and License expressly granted to Customer herein. This Agreement does not provide Customer with title or ownership of the Software or Documentation but only a right of limited use. M-Star alone shall own all rights, title and interest in and to any suggestions, enhancement requests, feedback, recommendations or other information provided by Customer or any third party relating thereto. Customer acknowledges and agrees any software and any Developed Materials M-Star creates pursuant to this Agreement are not and will not be considered as "works made for hire" under the United States Copyright Act, Title 17, United States Code or "joint works of authorship," or any other designation tending to imply that Customer has or retains ownership or authorship rights therein or thereto, but are provided to Customer in accordance with and subject to the terms and conditions of this Agreement. To the extent that any rights vest initially with Customer by operation of law or for any other reason, Customer hereby perpetually and irrevocably assigns, transfers, and quitclaims all such rights to M-Star.

7. Warranties.

7.1 *Warranties.* M-Star warrants and represents that during the Term hereof the Software: i) will be free from material defects and shall operate in material conformance with the Documentation; ii) has been developed using industry standard practices and methods to prevent the introduction of Disabling Code; iii) to the extent any open source components are incorporated in the Software, any warranty in the license to such components shall be passed-through to Customer; and (iv) M-Star warrants and represents that the media on which the Software or Documentation is delivered, if any, will be free of any damage or defect in design, material or workmanship.

7.2 *Remedies.* If, during the Term, the Software fails to comply with the warranty in Section 7.1, M-Star shall, at M-Star's sole option, repair the Software, replace the Software, or refund the License Fees paid to M-Star during the then-current Term. If M-Star is not able to repair or replace the Software within 90 days of written notice of a breach of warranty, then Customer shall have the option to terminate this Agreement and M-Star shall refund any prepaid License Fees, if any. The remedies set forth in this Section are Customer's sole and exclusive remedies and M-Star's sole liability for any breach of warranty.

7.3 *DISCLAIMER.* EXCEPT FOR THE WARRANTIES SET FORTH IN SECTION 7.1, THE SERVICES ARE PROVIDED "AS IS" AND M-STAR HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. M-STAR SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. M-STAR ASSUMES NO RESPONSIBILITY WHATSOEVER FOR THE PERFORMANCE OF CUSTOMER'S COMPUTER HARDWARE, OPERATING SYSTEMS, NETWORK CONNECTIONS, OR OPERATING SYSTEM OR SOFTWARE COMPATIBILITY.

8. Indemnification.

8.1 *M-Star Indemnification.* M-Star shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including attorneys' fees) ("Losses") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("Third-Party Claim") that the Software or Documentation, or any use of the Software or Documentation in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights. Customer shall promptly notify M-Star in

writing of the claim, cooperate with M-Star, and allow M-Star sole authority to control the defense and settlement of such claim. M-Star may not, without Customer's prior written approval, enter into any settlement of an indemnified claim that imposes a direct financial liability on Customer or includes an admission of fault by Customer. If such a claim is made or appears possible, Customer agrees to permit M-Star, at M-Star's sole cost and expense, to (A) modify or replace the Software or Documentation, or component or part thereof, to make it non-infringing, or (B) obtain the right for Customer to continue use. If in M-Star's reasonable discretion neither of these alternatives are commercially reasonable, M-Star may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer. Upon such termination M-Star shall refund or credit to Customer all amounts paid by for the Software or Documentation, which shall be prorated for the remainder of the unexpired Term. Notwithstanding the foregoing, M-Star will not be obligated to indemnify the Customer if an infringement Claim arises from: (a) Customer's data; (b) Customer's or Authorized User's misuse of the Software; (c) Customer's or Authorized User's use of the Software in combination with any products, services, or technology not provided by M-Star; or (d) continued use of the Software after written notice by M-Star to discontinue use.

8.2 *Customer Indemnification.* Customer shall indemnify, defend and hold harmless M-Star, its affiliates, members, employees contractors and agents, of and from any claims, liabilities and expenses (including reasonable attorneys' fees and court costs) from: any third party claims arising from Customer's use of the Software in a manner not expressly permitted in this Agreement; any violation by Customer of applicable laws; and, any reasonable costs, expert witness fees and attorneys' fee incurred by Company in responding to a subpoena, court order or other official government inquiry regarding Customer's use of the Software. Customer may not, without M-Star's prior written approval, enter into any settlement of an indemnified claim that imposes a direct financial liability on M-Star or includes an admission of fault by M-Star.

9. Limitations of Liability.

9.1 IN NO EVENT M-STAR'S TOTAL AND AGGREGATED LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER, IN RESPECT OF ANY CLAIM, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY OF LIABILITY EXCEED THE FEES ACTUALLY PAID BY CUSTOMER FOR SUCH SERVICE(S) DURING THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF CLAIM. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE THIS LIMIT. THE LIMITATIONS IN THIS SECTION DO NOT APPLY TO (A) A PARTY'S FRAUD OR WILLFUL MISCONDUCT; OR (B) CUSTOMER'S OBLIGATION TO PAY FEES OWED UNDER THIS AGREEMENT. THESE LIMITATIONS OF LIABILITY ARE INDEPENDENT OF ANY EXCLUSIVE REMEDIES, AND WILL SURVIVE AND APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY SPECIFIED REMEDIES.

9.2 IN NO EVENT WILL M-STAR BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, INCLUDING MALFUNCTIONS, DELAYS, LOSS OF DATA, LOSS OF PROFIT, INTERRUPTION OF SERVICE OR LOSS OF BUSINESS OR ANTICIPATORY PROFITS, REGARDLESS OF WHETHER EITHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

9.3 THE FEES CHARGED UNDER THIS AGREEMENT REFLECT THE OVERALL ALLOCATION OF RISK BETWEEN THE PARTIES, INCLUDING BY MEANS OF THE LIMITATION OF LIABILITY AND EXCLUSIVE REMEDIES DESCRIBED IN THIS AGREEMENT. THESE PROVISIONS FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES

AND A MODIFICATION OF THESE PROVISIONS WOULD AFFECT SUBSTANTIALLY THE FEES CHARGED BY M-STAR. IN CONSIDERATION OF THESE FEES, CUSTOMER AGREES TO THIS ALLOCATION OF RISK AND HEREBY WAIVES ANY RIGHT, THROUGH EQUITABLE RELIEF OR OTHERWISE, TO SUBSEQUENTLY SEEK A MODIFICATION OF THESE PROVISIONS OR ALLOCATION OF RISK.

10. Term and Termination.

10.1 *Term.* The initial term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to any of the Agreement's express provisions, will continue in effect for a period of 1 year (the "Initial Term"). This Agreement will automatically renew for additional successive 1 year terms unless earlier terminated pursuant to this Agreement's express provisions or either Party gives written notice of non-renewal to the other Party at least 30 days prior to the expiration of the then-current term (each a "Renewal Term" and together with the Initial Term, the "Term").

10.2 *Termination by M-Star.* M-Star may terminate this Agreement, if Customer fails to make a timely payment of any Fees or other payments due hereunder within 5 business days of the due date. Such termination shall not relieve Customer of payment of the Fees due for the remainder of the Term.

10.3 *Mutual Termination.* Either party may terminate this Agreement: (i) upon 30 days written notice if the other party is in material breach of this Agreement (e.g., non-payment of undisputed fees) and fails to cure such breach within the notice period; or (ii) with immediate effect if the other party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within 60 days. If Customer terminates this Agreement under (i) or (ii), M-Star will refund Customer the unused prepaid fees covering the terminated portion of the Software as Customer's sole and exclusive remedy.

10.4 *Effect of Expiration or Termination.* Upon expiration or earlier termination of this Agreement, the license granted hereunder will also terminate, and, without limiting Customer's obligations under Section 5, Customer shall cease using and delete, destroy, or return all copies of the Software and Documentation and M-Star shall have the right to disable the Software.

11. Miscellaneous.

11.1 *Entire Agreement.* This Agreement, together with any other documents incorporated herein by reference and all related exhibits, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, including but not limited to the license of the Software and/or Documentation by M-Star, and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter.

11.2 *Notices.* All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage pre-paid).

11.3 *Force Majeure.* A party to this Agreement will be excused from performance under this Agreement for any period of time that the party is prevented from performing its obligations hereunder as a result of an act of God, criminal acts, distributed denial of service attacks, any acts of the common enemy, the elements, earthquakes, floods, fires, epidemics, riots, war, utility or communication failures, or other cause beyond the Party's reasonable control. Both parties shall use reasonable efforts to mitigate the effect of a force majeure event.

11.4 *Amendment and Modification; Waiver.* No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

11.5 *Severability.* If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

11.6 *Export Controls and Sanctions Compliance.* Customer understands that the Software under this Agreement is subject to U.S. export control and sanctions laws and regulations, including, but not limited to, the Export Administration Regulations, the International Traffic in Arms Regulations, and economic sanctions programs implemented by the United States Department of the Treasury's Office of Foreign Assets Control and the United States Department of State. In connection with this Agreement, each party will comply with all applicable import, sanctions, anti-boycott, export, and trade control laws and regulations, including all such laws and regulations that apply to a U.S. company and/or to U.S.-origin goods and technology. Customer represents and warrants that neither it nor its financial institutions nor any party acting on its behalf are (i) located, organized, or resident in a jurisdiction that is the target of comprehensive sanctions (including Cuba, Iran, Syria, North Korea, or the occupied Ukrainian territories of Crimea, Donetsk, and Luhansk); (ii) the target of sanctions or otherwise designated on any list of prohibited or restricted parties, including but not limited to the lists maintained by the United Nations Security Council, the U.S. Government (e.g., the List of Specially Designated Nationals List and Blocked Persons, and the Foreign Sanctions Evaders List of maintained by the U.S. Department of Treasury, and the Entity List and Military End-User List of maintained by the U.S. Department of Commerce), the European Union or its Member States, or other applicable government authority (iii) owned 50% or more or controlled by a person described by (i) or (ii); or (iv) not directly or indirectly involved in the development, production, stockpiling or use of chemical and/or biological weapons. Any breach of this Section is a material breach of these Terms and we may immediately terminate these Terms.

11.7 *Governing Law; Jurisdiction.* This Agreement is governed by and construed in accordance with the internal laws of the State of Maryland without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Maryland. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses

granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of Maryland, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. If any action is brought by M-Star against Customer, M-Star shall be entitled to recover, in addition to any other relief granted, reasonable attorney fees, expert witness fees and expenses of litigation.

11.8 *Assignment.* Neither Party may assign or transfer any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of the other Party, which consent will not be unreasonably withheld, conditioned, or delayed; provided, however, that either Party may assign its rights or delegate its obligations, in whole or in part, without such consent to an entity that acquires all or substantially all of the business or assets of such Party to which this Agreement pertains, whether by merger, reorganization, acquisition, sale, or otherwise. Any purported assignment, transfer, or delegation in violation of this Section will be null and void. No assignment, transfer, or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. Notwithstanding the foregoing, M-Star may subcontract the provision of Services in whole or in part to a M-Star affiliate. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective permitted successors and assigns.

11.9 *Relationship of the Parties.* Each Party is an independent contractor in the performance of this Agreement, and is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection with this Agreement.

11.10 *Equitable Relief.* Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 5 would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

11.11 *Ambiguity.* The parties acknowledge that each party and its respective counsel have had the opportunity to review and revise this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits, or schedules hereto.

11.12 *Counterparts.* This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

11.13 *Order of Precedence.* The terms and conditions of this Agreement control to the extent any terms and conditions of this Agreement conflict with the terms and conditions of a purchase order or other similar ordering document, except where such ordering document specifically states the intent to supersede a specific provision of this Agreement.

11.14 *Notices.* M-Star may give notice by means of a general notice on the website, app, or by electronic mail to your e-mail address on record in M-Star's account information. All notices shall be deemed to have been given four days after mailing or 36 hours after sending by email or posting to the Website.

Furthermore, M-Star complies with the Digital Millennium Copyright Act ("DMCA"). Any notices given pursuant to the DMCA shall be given to the M-Star's designated agent via registered US mail sent return receipt to: DMCA Compliance Agent, M-Star Simulations, LLC, 225 Franklin Street. Fl. 26 BOSTON, MA 02110, USA.

You may give notice to M-Star at any time by letter sent by registered mail with return receipt to: M-Star Simulations, LLC, 225 Franklin Street. Fl. 26 BOSTON, MA 02110, USA.

11.15 *Binding Effect; No Third Party Beneficiaries.* This Agreement shall be binding upon, and inure to the benefit of, the Parties and their legal successors. Nothing in this Agreement shall be construed as granting to any person whatsoever, other than the parties hereto and their respective successors and permitted assigns, any remedy, claim or other privilege or right under or in respect of this Agreement or any provision hereof.

11.16 *US Government Rights.* Each of the Software, the Documentation and its components that constitute the Software or Documentation is a "commercial product" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Accordingly, if Customer is an agency of the US Government or any contractor therefor, Customer only receives those rights with respect to the Software and Documentation as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other US Government licensees and their contractors.