AZTECH CITY LLC · COMMERCIAL COMPUTER SOFTWARE

End User License Agreement

Resilience, Weaponized.

LICENSE NO. [AZ–EULA–____] **ORDER / CONTRACT** [NUMBER]

This End User License Agreement (the "**Agreement**") is between **Aztech City LLC** (dba Aztech), a Virginia limited liability company with offices at 1843 Lusby Place, Falls Church, Virginia 22043 ("**Aztech**"), and the customer named in the Order ("**Customer**"). It governs Customer's use of the Aztech Software and takes effect on the earlier of the date both parties sign an Order that references it or the date Customer first uses the Aztech Software under an Order (the "**Effective Date**").

WHAT YOU GET

The right to use the licensed Aztech platforms for your own missions, online or as an offline build inside your network.

Updates and support as the Order states.

WHAT STAYS OURS

The software, its code and design. Your license is to use it, not to copy, reverse engineer or resell it.

Your data and your decisions stay yours.

GOVERNMENT USE

Licensed as commercial computer software under FAR 12.212 and DFARS 227.7202.

Terms federal law does not allow do not apply to federal customers (Section 17).

The summary above is for convenience only. The Sections below control.

01 Definitions

"Aztech Software" means the Aztech software platforms and modules identified in the Order, in every version, update and form Aztech provides (including hosted, offline and enclave builds), with their engines, data models, user interfaces and Documentation.

"Documentation" means the user guides, help screens and technical descriptions Aztech provides for the Aztech Software.

"Order" means an order form, quote, statement of work, task order or contract signed or issued by the parties that references this Agreement and states the licensed platforms, deployment, number of Authorized Users or instances, term, fees and support. Exhibit A may serve as the Order.

"Authorized User" means an employee, service member, or contractor of Customer whom Customer permits to use the Aztech Software for Customer's benefit, up to the number in the Order.

"Customer Data" means data, files, scenarios, plans and other content that Customer or its Authorized Users enter into or create with the Aztech Software, and the results the Aztech Software produces from them ("Outputs").

02 License Grant

Subject to this Agreement and payment of the fees in the Order, Aztech grants Customer a non-exclusive, non-transferable, non-sublicensable license during the term in the Order to use the Aztech Software, through its Authorized Users and up to the quantities in the Order, for Customer's internal government or business purposes. For an offline or enclave build, the license includes installing and running the build on systems Customer owns or controls, inside its network boundary, on the number of instances in the Order, and making one backup copy. No other right is granted by implication, estoppel or otherwise.

03 Restrictions

Customer will not, and will not permit anyone to:

(a) copy, modify, translate or create derivative works of the Aztech Software, except as Section 2 allows;

(b) reverse engineer, decompile, disassemble, de-obfuscate or otherwise attempt to derive the source code, algorithms or design of the Aztech Software, including code delivered to or run in a web browser, except to the limited extent applicable law expressly permits despite this restriction;

(c) sell, rent, lease, lend, sublicense, host for third parties, or otherwise make the Aztech Software available to anyone who is not an Authorized User;

(d) use the Aztech Software, its Outputs or Documentation to build, train or improve a competing product, or to train or evaluate any artificial intelligence model outside Customer's licensed use;

(e) circumvent any sign-in, license, access, security or audit feature, or share Authorized User credentials;

(f) remove or alter any proprietary, copyright, trademark or restricted-rights notice; or

(g) publish benchmark or test results of the Aztech Software without Aztech's written consent.

04 Human Decision and Intended Use

The Aztech Software provides analysis, simulation, planning and decision support. It does not task, control or operate any weapon, sensor, vehicle or other real-world system, and it is not designed to make decisions without a human in the loop. Customer and its personnel are solely responsible for decisions and actions taken using Outputs, for checking Outputs before relying on them, and for compliance with the laws of armed conflict, rules of engagement, DoD Directive 3000.09 where applicable, and Customer's own policies. Simulated results, notional data and planning factors shown by the Aztech Software are estimates, not predictions or guarantees of real-world outcomes.

05 Artificial Intelligence Features

Some features draft content with an artificial intelligence model that Customer selects and configures (for example, an endpoint inside Customer's network). Customer is responsible for its choice of model, the model provider's terms, and the information Customer sends to it. AI-drafted content may be inaccurate and is presented for human review before use. Aztech does not use Customer Data to train any model.

06 Customer Data

As between the parties, Customer owns Customer Data and Outputs. Customer grants Aztech a limited right to host, process and access Customer Data only as needed to provide the Aztech Software, support and services under the Order, or as Customer directs. For offline and enclave builds, Customer Data stays on Customer's systems and Aztech has no access to it unless Customer provides it. Aztech will not sell Customer Data or disclose it except to its personnel and service providers who need it to perform the Order and are bound by confidentiality, or as required by law. Customer is responsible for the accuracy, legality and classification of Customer Data and for not entering classified information into any environment not authorized for it.

07 Third-Party Components and Data

The Aztech Software includes open-source and third-party components, which are licensed under their own terms; those terms control for those components alone, and a list is available on request. The Aztech Software can display public data (for example, government geospatial and news sources) that remains subject to its sources' terms. Customer is responsible for obtaining and complying with licenses for any commercial or government data service it connects (for example, data libraries, data platforms or partner systems), and Aztech is not responsible for the availability or accuracy of third-party data.

08 Ownership and Feedback

Aztech and its licensors own all right, title and interest, including all intellectual property rights, in the Aztech Software, Documentation and any improvements to them. The Aztech Software is licensed, not sold. Aztech may use suggestions and feedback from Customer for any purpose without obligation, provided Aztech does not identify Customer or disclose Customer Data.

09 Commercial Computer Software; Government Rights

The Aztech Software was developed exclusively at private expense and is "commercial computer software" and its Documentation is "commercial computer software documentation," as those terms are used in FAR 12.212 and defined in DFARS 252.227-7014(a). Under FAR 12.212 and DFARS 227.7202-1 and 227.7202-3, any U.S. Government end user acquires only the rights set out in this Agreement, which is the license customarily provided to the public, as modified by Section 17 and any terms the parties agree in the Order. Any other rights must be agreed in writing in the Order. Each copy carries the notice "© 2026 Aztech City LLC · Proprietary · Commercial Computer Software."

10 Security, Authorization and Evidence

Customer is responsible for obtaining any authorization to operate, accreditation or approval required to use the Aztech Software on its networks, and for configuring and operating its own systems securely. Aztech will provide reasonable cooperation and the security evidence it makes available (such as control mappings and file hashes) to support Customer's authorization. Aztech does not represent that the Aztech Software holds any authorization to operate unless the Order says so. Aztech will notify Customer without undue delay after confirming a security incident affecting Customer Data that Aztech hosts, and for Department of Defense contracts will meet DFARS 252.204-7012 where it applies.

11 Updates and Support

During the term, Aztech will provide the updates, releases and support described in the Order. For offline and enclave builds, Aztech delivers updates as new builds that Customer installs; Customer is responsible for installing them. Aztech may change or improve features, but will not materially reduce the core functionality of a licensed platform during a paid term.

12 Fees and Taxes

Customer will pay the fees in the Order. Unless the Order says otherwise, fees are invoiced annually in advance and due thirty (30) days after invoice, and federal payments follow the Prompt Payment Act (31 U.S.C. § 3901 et seq.). Fees exclude taxes; Customer pays applicable taxes other than taxes on Aztech's income, unless Customer is exempt and provides proof.

13 Limited Warranty and Disclaimer

Aztech warrants for ninety (90) days after delivery of each version that the Aztech Software will perform materially as described in its Documentation, and that it will not knowingly deliver code containing viruses or other malicious code. Customer's exclusive remedy, and Aztech's sole obligation, for breach of this warranty is for Aztech to correct the nonconformity or, if it cannot do so within a reasonable time, to end the license for the affected platform and refund the fees prepaid for the remaining term. EXCEPT AS STATED IN THIS SECTION, THE AZTECH SOFTWARE, OUTPUTS AND THIRD-PARTY DATA ARE PROVIDED "AS IS," AND AZTECH DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY AND NON-INFRINGEMENT, TO THE EXTENT PERMITTED BY LAW.

14 Intellectual Property Indemnity

Aztech will defend Customer against any third-party claim that the Aztech Software, as delivered and used under this Agreement, infringes a U.S. patent, copyright or trademark or misappropriates a trade secret, and will pay damages and costs finally awarded or agreed in settlement, provided Customer promptly notifies Aztech, gives Aztech control of the defense and settlement (subject to 28 U.S.C. § 516 for federal customers), and reasonably cooperates. If a claim is made or likely, Aztech may obtain the right for Customer to keep using the software, modify it to be non-infringing, or end the license and refund prepaid fees for the remaining term. Aztech has no obligation for claims arising from Customer Data, third-party or open-source components, combinations not supplied by Aztech, or use in breach of this Agreement. This Section states Aztech's entire liability for infringement.

15 Limitation of Liability

EXCEPT FOR CUSTOMER'S BREACH OF SECTION 3, AZTECH'S OBLIGATIONS UNDER SECTION 14, AND LIABILITY THAT CANNOT BE LIMITED BY LAW: (A) NEITHER PARTY IS LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR LOST PROFITS, REVENUE OR DATA; AND (B) EACH PARTY'S TOTAL LIABILITY UNDER THIS AGREEMENT IS LIMITED TO THE FEES PAID OR PAYABLE UNDER THE ORDER IN THE TWELVE (12) MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM. This Section does not limit the U.S. Government's rights under the False Claims Act, liability for fraud, or liability for personal injury or death caused by negligence.

16 Term and Termination

This Agreement continues while any Order is in effect. Either party may end an Order for the other's material breach not cured within thirty (30) days after written notice; for federal customers, termination (including termination for the Government's convenience under FAR 52.212-4(l)) and disputes follow the contract and the Contract Disputes Act. When an Order ends, Customer will stop using and delete the licensed Aztech Software covered by it, except that Customer may keep Outputs and Customer Data and a copy for records required by law. Aztech will make Customer Data it hosts available for export for thirty (30) days after termination. Sections 3, 4, 7, 8, 9, 13, 14, 15, 17, 19 and 20 survive.

17 U.S. Government Customers

If Customer is an agency or instrumentality of the United States Government, the following apply and control over any conflicting term, consistent with FAR 52.212-4(u) and GSAR 552.212-4(w) where they apply:

- **(a)** this Agreement is governed by U.S. federal law, and disputes are resolved under the Contract Disputes Act (41 U.S.C. §§ 7101–7109) rather than by arbitration or in state court;
- **(b)** Customer has no obligation to indemnify Aztech, pay Aztech's attorneys' fees or penalties, or agree to equitable remedies or injunctions against it, except as federal statute allows;
- **(c)** no order renews automatically, and no fee or obligation arises without appropriated funds and a written contract action (31 U.S.C. § 1341);
- **(d)** Aztech may not change this Agreement unilaterally, and clicking through or using the software does not bind Customer to any term not included in the contract;
- **(e)** nothing in this Agreement limits Customer's rights under the Freedom of Information Act, except that Aztech's pricing and technical information are confidential commercial information exempt under 5 U.S.C. § 552(b)(4); and
- **(f)** Aztech's usage verification rights under Section 18 are limited to a written request for a usage report, and any license overuse is resolved through a contract modification.

18 Usage Verification

For non-federal customers, on thirty (30) days' written notice and no more than once a year, Aztech may ask Customer to certify its usage, and Customer will provide a written report of Authorized Users and instances. If usage exceeds the Order, Customer will pay for the excess at the Order rates.

19 Export Control

Customer will comply with all applicable U.S. export control and sanctions laws, including the Export Administration Regulations, the International Traffic in Arms Regulations and OFAC rules, and will not export, re-export, release or provide access to the Aztech Software to any destination, end user or end use prohibited by those laws without required authorization.

20 General

For non-federal customers, this Agreement is governed by the laws of the Commonwealth of Virginia, without regard to conflict-of-laws rules, and the state and federal courts in Fairfax County, Virginia and the Eastern District of Virginia have exclusive jurisdiction; the UN Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act do not apply. Neither party may assign this Agreement without the other's written consent, except to a successor to all or substantially all of its business on written notice (and, for federal customers, under FAR Subpart 42.12). If any provision is unenforceable, the rest remains in effect. Order of precedence: (1) for federal customers, the contract's mandatory FAR, DFARS and agency clauses; (2) the Order; (3) this Agreement; (4) the Documentation. Shrink-wrap, click-through or purchase-order terms that conflict with this Agreement have no effect unless signed by both parties. This Agreement may be signed electronically and in counterparts. Notices go to the addresses in the Order.

Accepted by the parties' authorized representatives:

AZTECH CITY LLC

By: _____

Name: Jeremy Bracamontes

Title: Chief Executive Officer

Date: _____

[CUSTOMER NAME]

By: _____

Name: [SIGNER NAME]

Title: [SIGNER TITLE]

Date: _____

Template rev. 11/2026. Have counsel review before first use and before any federal schedule or marketplace listing.

EXHIBIT A

Order Summary

Use this Exhibit as the Order when no separate order form or contract states these terms. A contract or task order that states them controls.

Item	Terms
Customer (legal name, UEI / CAGE if any)	
Contract, task order or PO number	
Platforms and modules licensed	[e.g., MONTEZUMA (Tactical War Council), incl. AI Scenario Builder]
Deployment	☐ Hosted by Aztech ☐ Offline / enclave build on Customer systems ☐ Both
Authorized Users / instances	
License term	[START] to [END]
Fees and invoicing	
Support and updates	[e.g., business-hours email support; quarterly offline builds]
AI model endpoint (if used)	[Customer-provided, e.g., in-network model]
Customer data hosting (hosted deployments)	
Special terms	
Customer notices contact (name, email, address)	