TERMS AND CONDITIONS FOR THE SALE OF GOODS AND SERVICES
End-User License Agreement (EULA)

PLEASE READ THIS LICENSE CAREFULLY BEFORE INSTALLING OR USING THE SOFTWARE.

By installing and/or using the MANTECH Software Suite (the "**Software**") you are agreeing to be bound by the terms and conditions of this end-user license agreement (the "**Agreement**"). If you do not agree to the terms and conditions of the Agreement, do not install or use the Software.

1. License.
   579453 Ontario Inc., operating as MANTECH ("**MANTECH**") grants you a revocable, non-exclusive, non-transferable, limited license to download, install and use the Software for personal or commercial use, in accordance with the terms of the Agreement.

2. Restrictions.
   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 without express written permission from MANTECH.

3. Modification to Software.
   MANTECH reserves the right to modify, suspend, or discontinue, temporarily or permanently, the Software or any service to which it connects, with or without notice and without liability to you.

4. Term and Termination.
   The Agreement shall remain in effect until terminated by you or MANTECH. MANTECH may, in its sole discretion, at any time and for any or no reason, suspend or terminate the Agreement with or without prior notice. The Agreement will terminate immediately, without prior notice from MANTECH, in the event that you fail to comply with any provision within the Agreement. You may also terminate the Agreement by deleting the Software.
   Upon termination of the Agreement, you shall cease all use of the Software and delete any copies of the Software in your possession.

5. Limitation of Responsibility.
   You will indemnify, hold harmless, and defend MANTECH, its employees, agents and distributors, against any and all claims, proceedings, demand and costs resulting from or in any way connected with your use of the Software.

In no event (including, without limitation, in the event of negligence) will MANTECH , its employees, agents or distributors be liable for any consequential, incidental, indirect, special or punitive damages whatsoever (including, without limitation, damages for loss of profits, loss of use, business interruption, loss of information or data, or pecuniary loss), in connection with or arising out of or related to this Agreement, the Software or the use or inability to use the Software or the furnishing, performance or use of any other matters hereunder whether based upon contract, tort or any other theory including negligence.

MANTECH's entire liability, without exception, is limited to the customers' reimbursement of the purchase price of the Software (maximum being the lesser of the amount paid by you and the suggested retail price as listed by MANTECH) in exchange for the return of the product, all copies, registration papers and manuals, and all materials that constitute a transfer of license from the customer back to MANTECH.

6. Warranties.
The Software and any file generated by the Software are provided "as is" and without warranties, express or implied, save and except were required by applicable law.

7. Governing Law.
This Agreement shall be governed by the law of Ontario, Canada applicable therein. You hereby irrevocably attorn and submit to the non-exclusive jurisdiction of the courts of Canada therefrom.

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

9. Amendments to this Agreement.
MANTECH reserves the right, at its sole discretion to modify or replace this Agreement at any time. If a revision is material, MANTECH will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at the sole discretion of MANTECH.

10. Accessibility and Section 508:
The Software is designed exclusively for specialized laboratory environments by trained personnel, operating in conjunction with dedicated instrumentation and proprietary interfaces. This specialized purpose materially limits the applicability of general accessibility standards. MANTECH acknowledges Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. § 794d) and associated ICT Accessibility Standards (36 C.F.R. Part 1194), including Web Content

Accessibility Guidelines (WCAG) 2.0 Level AA (or such later version as may be required by applicable law or the relevant procurement instrument). Full compliance is not technically practicable where doing so would impair the Software's functionality, performance, or operational safety or the safety of personnel, samples, or instrumentation. Accessibility features have been incorporated where technically feasible.

Where the Software is procured by or on behalf of a federal agency, the procuring agency retains primary responsibility for assessing its Section 508 compliance obligations. The Software has not been independently certified as compliant with Section 508 or WCAG 2.0 Level AA (or such later version as may be required by applicable law or the relevant procurement instrument).

MANTECH makes no warranties regarding accessibility compliance. To the maximum extent permitted by law, MANTECH shall not be liable for any claims or damages arising from accessibility non-compliance. Customer assumes sole responsibility for ensuring its deployment satisfies any applicable accessibility obligations.

11. Contact. Any questions regarding the Agreement should be directed to MANTECH via e-mail at: info@mantech-inc.com