



END USER LICENSE AGREEMENT

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- f. You cannot exploit NCTI Content in any unauthorized way whatsoever, including but not limited to, by any commercial use, by trespass, or by burdening network capacity.
- g. If any tangible goods are provided or made available to You in connection with a Course (e.g., lesson books, PDFs, etc.), such goods are for your personal use only and may not, in whole or in part, be distributed, transferred or made accessible to any third party now or in the future.

5. Security. You are responsible for protecting and maintaining the confidentiality of your User ID and password, and You agree that you will never divulge or share your User ID and password with anyone. You will be solely responsible for the activities of anyone accessing NCTI Amp and/or NCTI Content using a User ID and password assigned to you, even if the access is not authorized by you. You agree to change your password immediately if you believe your password may have been compromised or used without authorization. You must immediately advise NCTI of (a) any known or suspected unauthorized use of a User ID and password, or (b) any other breach of security. You acknowledge that the Internet is not an inherently secure means of data communication and that the use of the Internet entails the likelihood of some human and machine errors, omissions, delays, and losses, including inadvertent loss or corruption of data, which may give rise to loss or damage. You accept responsibility for adopting reasonable measures to limit your exposure with respect to such potential losses and damages, including, without limitation, alternative storage for your personal data.

6. Right to Deny Access. For your protection and the protection of other users, NCTI reserves the right to deny, limit, or terminate access to NCTI Amp, NCTI Content, or any portion thereof, at any time, as necessary or advisable to protect their security and integrity. NCTI also reserves the right to deny, limit, or terminate your access to NCTI Amp, NCTI Content or any portion thereof, if NCTI reasonably determines that You have violated this Agreement.

7. Fees. You may be required to pay a fee to enroll in NCTI Course(s) or to subscribe to the Reference Library (collectively, "Fees"). If there are Fees, You will be notified in advance and may elect not to enroll in NCTI Courses or subscribe to the Reference Library and pay the applicable Fees. If You do not pay any applicable Fees, NCTI may discontinue your access to any applicable NCTI Content, the Reference Library, or other component of NCTI Amp for which the Fees are due, without prior notice to You and such discontinuation will not be a breach of this Agreement by NCTI. In some cases, Fees are addressed in a Separate Agreement with your employer or contract agency.

8. Termination. During the term of this License, You may terminate this Agreement at any time by ceasing use of or access to NCTI Content. Your rights under this Agreement will terminate automatically without notice from NCTI if You fail to comply with any term(s) of this Agreement. Upon termination, your ability to access NCTI Content will be rescinded.

9. Consent to Use of Data. You agree that NCTI may collect and use technical data, related information, and your personal information related to your use of NCTI Content as provided in the NCTI Privacy Policy, posted and accessible through a link located at www.ncti.com. You further agree that NCTI has the right in the future to use your name in connection with your successful completion of NCTI Courses, including but not limited to inclusion in the "The NCTI Master Technician Hall of Fame," if applicable.

10. Offensive Content. While using NCTI Content or third party material (including without limitation links to third party websites), You may encounter content that may be deemed offensive, indecent, or objectionable, which content may or may not be identified as having explicit language, and that the results of any search or entering of a particular URL may automatically and unintentionally generate links or references to objectionable material. You agree that use of NCTI

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12. Your Representations And Warranties. You represent and warrant that You possess the legal right and ability to agree to this Agreement. You agree, represent, and warrant that You will not (a) impersonate another person, including submitting their User ID, photograph, credentials, contact information, or identity as your own; (b) violate the terms and conditions of any website or application through or with which You use NCTI Content; and (c) use NCTI Content or any part of it them in violation of this Agreement.

13. No Warranty. NCTI Content is provided to You "AS IS". NCTI and its licensors do not warrant that the functions contained in NCTI Content will meet your requirements or that its operation will be uninterrupted or error free. You assume responsibility for operation of NCTI Content, and for the installation of, downloading of, use of, and results obtained from NCTI Content. NCTI Content may contain hypertext links to third party websites or information. NCTI makes no warranty, endorsement, sponsorship, or recommendation of the third party, the third party website, or the information contained therein.

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17. Commercial Items. This section applies to acquisition of NCTI Content by or for the U.S. federal government, or by any prime contractor or subcontractor under any contract, grant, cooperative agreement or other activity with the U.S.

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18. Force Majeure. Except for any payment obligations, neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder for any cause which is beyond the reasonable control of such party, including, without limitation, act of nature, terrorism, war, strikes, lockouts, fires, governmental actions, internet or telecommunications failures or delays, computer failures involving hardware or software not within a party's possession or reasonable control, and acts of vandalism (including network intrusions, cyber-attacks, and denial of service attacks), but only if such unavailability results notwithstanding the exercise of reasonable care and diligence to avoid or mitigate the same in anticipation of or in response to such causes.

19. Governing Law. The laws of the State of Colorado, U.S.A., excluding its conflicts of law rules, govern the making, interpretation, validity, and enforcement of this Agreement and your use of NCTI Content. The exclusive venue for all actions or proceedings arising out of or relating to this Agreement shall be in state or federal court in Denver, Colorado. You hereby irrevocably consent and submit to the personal jurisdiction of said courts for all such purposes.

20. International Arbitration. If NCTI Content was obtained by You outside of the United States, then this Agreement, except for the need to seek injunctive relief to enforce any term of this Agreement which may be brought in a court with applicable jurisdiction, any controversy, claim, or dispute arising out of or relating to the making, performance, or interpretation of this Agreement will be determined by arbitration in accordance with the International Arbitration Rules of the American Arbitration Association ("AAA"). If You and NCTI cannot agree on an arbitrator, the AAA will appoint the arbitrator. We will split the fees for the arbitrator and the AAA, subject to requirements herein. The arbitration will proceed in accordance with the following requirements: (a) the place of arbitration will be in a country that has signed the New York Convention and that is arbitration friendly; (b) the language of the arbitration will be English; (c) the decision of the arbitrator will be final and may not be appealed; (d) the arbitrator shall not act as *amiables compositeurs* or *ex aequo et bono*, (e) judgment on the arbitration award may be entered by any court or courts of competent jurisdiction including, but not limited to, any court that has jurisdiction over either of the parties or any of their assets; (f) the arbitrator may, in his/her discretion, award fees and costs to the substantially prevailing party as part of its award. Any award of fees or costs, and any payment of damages or settlement hereunder shall be paid in U.S. dollars, unless the parties mutually agree to other currency.

21. General Terms. The failure of either party at any time to require performance of any provision of this Agreement or to exercise any right provided for herein will not be deemed a waiver of such provision or such right. All waivers must be in writing. Each provision of this Agreement is severable and if a provision is found to be unenforceable, the remaining provisions of this Agreement will remain in full force and effect. Nothing contained herein shall be construed as creating any agency, partnership, employment relationship, or form of joint enterprise between You and NCTI. This Agreement is not intended to extend or provide rights to, and does not extend to, any third-party beneficiaries. This Agreement and any Separate Agreement, if applicable, contain the entire understanding and agreement between You, NCTI and the parties to the Separate Agreement with respect to the subject matter hereof and supersedes all previous communications, negotiations and agreements, whether oral or written, between the parties with respect to such subject matter. No NCTI employee can modify or change the terms of this Agreement, unless the change is in writing signed by an authorized representative of NCTI. In any legal action necessary to enforce or interpret this Agreement, the substantially prevailing party shall recover all costs, expenses, and reasonable attorney's fees. Sections 4, 7, 9, 12, 13, 14, 15, 16, 19, 20, 21, and your obligation to pay Fees, as applicable, survive the termination of this Agreement.

22. Support. We hope that You will find the use of NCTI Amp and NCTI Content to be educational, informative, and useful. Please email us with your thoughts about NCTI Amp and NCTI Content or to request more information about NCTI products and services. If You have any questions or concerns about NCTI products and services, or this Agreement, please contact us by sending an email to customercare@ncti.com.