

AMTS – End User License Agreement

Last Updated: May 2, 2025

Please read these Terms of Use (the “Agreement”) carefully as it applies to Your use of any services and any products of Agricultural Modeling and Training Systems, LLC (“AMTS”, “we” or “us”), including but not limited to the AMTS.Farm.Cattle Pro, AMTS.Farm.Small Ruminants, AMTS.Feedbank Manager, AMTS Silo, AMTS Nutrition, AMTS Feeds Manager, AMTS Herds, AMTS MixALot and AMTS.Growing.Cattle softwares (the “Services”).

Your use of the Services is governed by this Agreement regardless of how You access the Services, including but not limited to, through the Internet, Wireless Access Protocol (commonly referred to as “WAP”), an API, a desktop-installed application, a mobile network or otherwise.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY, AS THEY MAY AFFECT YOUR LEGAL RIGHTS, INCLUDING HOW YOU MAY RESOLVE DISPUTES. PLEASE NOTE THAT THESE TERMS MAY REQUIRE YOU TO SUBMIT DISPUTES TO ARBITRATION. YOU HAVE A RIGHT TO OPT OUT OF THE CLASS ACTION WAIVER PROVISIONS AS DESCRIBED IN SECTION 14. FURTHER, THESE TERMS INCLUDE IMPORTANT INFORMATION REGARDING OUR BILLING AND CANCELLATION POLICIES.

1. Acceptance of Terms. The Services are made available by AMTS subject to this Agreement. AMTS reserves the right to update or make changes to this Agreement from time to time and may provide You with notice of such changes by any reasonable means, including without limitation, by posting the revised version of this Agreement on the Services. You can determine when this Agreement was last revised by referring to the “Last Updated” legend at the top of this Agreement. Your access to or use of the Services following changes to this Agreement will constitute Your acceptance of those changes. Any changes to this Agreement shall not apply to any dispute between You and AMTS arising prior to the date on which AMTS posted the revised version of this Agreement incorporating such changes or otherwise notified You of such changes.

When using any Services, You agree that You are subject to any additional terms and conditions posted by Us that are applicable to such Services, which are hereby incorporated by reference into this Agreement. In the event of a conflict between the provisions of this Agreement and any other Agreement with AMTS for the provision of the Services, the terms of the Agreement specific to the Services ordered will govern.

BY ACCESSING OR USING THE SERVICES, YOU AFFIRM THAT YOU ARE OF LEGAL AGE AND HAVE SUFFICIENT LEGAL CAPACITY TO ENTER INTO THIS AGREEMENT, AND THAT YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU ARE ACTING AS AN AGENT, REPRESENTATIVE, COUNSEL, ATTORNEY, GUARDIAN, EXECUTOR OR EXECUTRIX ON BEHALF ON ANY INDIVIDUAL, YOU WARRANT BY ACCESSING OR USING THE SERVICES THAT YOU ASSUME ALL RESPONSIBILITY FOR OBTAINING, AND THAT YOU HAVE EXPLICITLY OBTAINED, PARENT OR GUARDIAN CONSENT FOR ANY MINOR CHILD UNDER

EIGHTEEN (18) YEARS OF AGE TO USE THE SERVICES UNDER THE TERMS OF THIS AGREEMENT.

IF YOU ARE ACTING AS AN AGENT, REPRESENTATIVE, COUNSEL, ATTORNEY, GUARDIAN, EXECUTOR OR EXECUTRIX ON BEHALF OF ANY INDIVIDUAL, CORPORATE OR LEGAL ENTITY, YOU AGREE THAT YOU HAVE THE AUTHORITY TO BIND YOUR CLIENT, PRINCIPAL, BENEFICIARY, OR SUPERVISING ENTITY TO THIS AGREEMENT AND YOU FURTHER AGREE THAT BOTH YOU AND YOUR CLIENT, PRINCIPAL, BENEFICIARY, OR SUPERVISING ENTITY AGREE TO THE TERMS OF THIS AGREEMENT.

All references to “You”, or “Your” within this Agreement apply to you, your employer, your agents, representatives, counsel, attorneys, guardians, executors, executrices, clients, principals, beneficiaries, supervising entities and any other entity on whose behalf you may be accessing the Services.

For the purposes of this Agreement, Your Services Distributor, if any, has the right to act on AMTS’ behalf and enforce the terms of this Agreement.

We reserve the right, at any time and from time to time, temporarily or permanently, in whole or in part, to: modify or discontinue the Services, with or without notice; charge fees in connection with the use of the Services; modify or waive any fees charged in connection with the Services; or offer opportunities to some or all users of the Services. You agree that We shall not be liable to You or to any third party for any modification, suspension or discontinuance of the Services, in whole or in part. Your continued access to or use of the Services after such changes will indicate Your acceptance of the changes.

2. Platform and Services Information. We provide users with access to certain Services intended to provide nutritional information to agricultural operators, particularly as it relates to the feeding of livestock. This information is provided based on proprietary nutritional algorithms provided by a third-party. This information provided through these Services is provided “as is”. You acknowledge that due to the many variables involved and the judgments that must be made by the user, AMTS cannot provide any guarantee that the final products created from using the Services are fit for purpose.

AMTS provides no warranty or representation that (a) all non-conformities or defects have been or can be eliminated from the Services, (b) operation of the Services will be uninterrupted or error free, or (c) the use of the software will result in correctly formulated feed rations.

3. Jurisdictional Issues. The Services are controlled and operated by AMTS from the United States and are not intended to subject AMTS to the laws or jurisdiction of any state, country or territory other than that of the United States. In choosing to access the Services, You do so on Your own initiative and at Your own risk, and You are responsible for complying with all local laws, rules and regulations. You are subject to United States export controls and are responsible for any violations of such controls, including any United States embargoes or other federal rules and regulations restricting exports. We may limit the availability of the Services, in whole or in part, to any person, geographic area or jurisdiction we choose, at any time.

4. Information Submitted Through the Site and/or Services. Your submission of information through the Services is subject to its' Privacy Policy. You agree that all information that You provide to Us is true, accurate and complete, and that You will maintain and update such information regularly.

In the event that the AMTS website's Privacy Policy and the Service's Privacy Policy are in conflict, Your access to the website will be governed by the website's Privacy Policy and Your access to the Services will be governed by the Services' Privacy Policy. Where Your access or use of the Services arguably encompasses both the website and the Services, the Services' Privacy Policy will govern.

5. Rules of Conduct. You must comply with all applicable laws, rules and regulations while accessing or using the Services. Your use of the Services is conditioned upon Your compliance with the rules set forth in this section. You must not:

- a) Post, transmit, or otherwise make available, through or in connection with the Services, any virus, worm, Trojan horse, Easter egg, time bomb, spyware, or other computer code, file or program that is potentially harmful or invasive, or may or is intended to damage or hijack the operation of, or to monitor the use of, any hardware, software or equipment;
- b) Use the Services (a) to defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights of others, including rights of privacy or publicity; (b) to impersonate any person or entity, or falsely state or otherwise misrepresent Your affiliation with any person or entity, or state or imply that We endorse any of Your statements or Submissions (as defined below); or (c) for any other fraudulent or unlawful purpose;
- c) Interfere with or disrupt the operation of the Services or the servers or networks used to make the Services available (including by taking any action that imposes an unreasonable or disproportionately large load upon the website or Services or in connection with the Services or upon such servers or networks) or violate any requirements, procedures, policies or regulations of such servers or networks;
- d) Restrict or inhibit any other person from using the Services (including by hacking or defacing the website or the Services);
- e) Use the website or Services to advertise or offer to sell or buy any goods or services;
- f) License, sublicense, transfer, assign, reproduce, duplicate, copy, sell, resell, distribute, or exploit for any commercial purposes the Services, or any access to or use of the Services;
- g) Modify, adapt, make derivate works of, translate, reverse engineer, decompile or disassemble the website or the Services;
- h) Remove any copyright, trademark or other proprietary rights notice from the Services or any materials available through the Services;
- i) Frame or mirror any part of the Services without AMTS's express prior written consent;

- j) Systematically download or store content from the Services;
- k) Use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine" or in any way gather content of the Services or in connection with the Services or reproduce or circumvent the navigational structure or presentation of the Site or the Platform without AMTS's express prior written consent. Notwithstanding the foregoing, AMTS grants the operators of public search engines permission to use spiders to copy materials from the website for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials but not caches or archives of such materials. AMTS reserves the right to revoke these exceptions either generally or in specific cases;
- l) Use any false or misleading information while setting up Your account;
- m) Invite or allow any unauthorized user to use the Services;
- n) Use the AI-enabled tools for any purpose other than its intended purpose; and
- o) Assist any other person or entity in engaging in any of the foregoing conduct.

You acknowledge that You are not a legal minor and have reached the age of "majority" where You live.

Additionally, You acknowledge and agree that You (and not AMTS) are responsible for obtaining and maintaining all telecommunications, broadband, and computer hardware, equipment and services needed to access and use the Services, and paying all charges related thereto.

We may terminate Your access to the Services for any conduct that We consider to be inappropriate, or for Your breach of this Agreement, including the Rules of Conduct set forth above.

AMTS reserves the right to review, reproduce, transmit, copy, and delete any information submitted to the Services by You in order to address any alleged or actual violation of the above code of conduct.

6. Registration; Usernames and Passwords. You may need to register to use all or part of the Services. You represent and warrant that all information submitted to AMTS in connection with such registration is complete and accurate. You expressly agree not to impersonate any other person or entity when registering or using the Services. We may reject, or require that You change, for any reason, any username, password or other information that You provide to us in registering. Your username and password are for Your use only and should be kept confidential; You (and not AMTS) are responsible for any use or misuse of Your username or password, and You must promptly notify us of any confidentiality breach or unauthorized use of Your username or password, or Your account. We are not liable for any loss or damage arising from Your failure to comply with any of the foregoing obligations.

If You received Your AMTS account from a third party, the third party may have additional rights over Your account, like the ability to access or delete Your account. You agree not to transfer Your

account to another user or entity. You acknowledge that You are responsible for all activity that occurs under Your account, including but not limited to instances where Your account may have been breached and used to impersonate You or others.

You can close Your account at any time and for any reason. To close Your account please submit a request to: registration@agmodelsystems.com.

If Your Services are canceled or Your account is closed (whether by You or AMTS or your distributor), the following occurs: (a) Your right to use the Services stops immediately and Your license to use the software related to the Services ends; and (b) AMTS reserves the right to delete all of Your information (unless AMTS is required by law to keep it).

7. Intellectual Property, Confidentiality and Data Privacy. User will own all rights, title, and interest in and to all intellectual property that it owned prior to its use of the Services (“User Property”). AMTS will own all rights, title, and interest in and to all intellectual property that it owned prior to users’ use of the Services (“AMTS Property”).

You grant to AMTS a nonexclusive, royalty free, perpetual, unlimited license, to use the User Property for the purpose of providing the Services and its output. AMTS may use Your personal information according to its privacy policy.

Upon payment for the Services, AMTS grants to You a nonexclusive, royalty free, perpetual, unlimited license, to use the Services’ output for its intended purpose.

8. Feed Supplier Portal.

Depending upon your subscription type you may be given access to additional forums, such as our Feed Supplier Portal. AMTS is committed to maintaining a trusted, professional environment within its feed formulation community. By participating in the Feed Supplier Portal, or any of its other forums, you agree to the following:

- a) **Content Use & Responsibility:** User-generated content (“User Contributions”) is for informational purposes only and should not be interpreted as veterinary advice. AMTS does not verify or guarantee the accuracy, completeness, or safety of any contributions. Users assume full responsibility for their posts and agree to indemnify AMTS against any claims arising from their content.
- b) **Acceptable Use:** Users must engage respectfully, avoid offensive or unlawful content, and comply with all applicable laws and industry standards. AMTS prohibits spam, harassment, misinformation, solicitation, and content that infringes intellectual property rights. Violations may result in content removal or account suspension at AMTS’s sole discretion.
- c) **Intellectual Property:** By posting on the forum, users grant AMTS a non-exclusive, royalty-free license to use, reproduce, and distribute submitted content across AMTS platforms and communities.

d) Commercial Restrictions

This forum is not intended for sales or promotion of third-party goods or services. It is strictly for sharing information related to livestock feed and nutrition.

e) Moderation Rights

AMTS reserves the right to remove or restrict content or user access at its discretion, with or without prior notice.

AMTS does not serve as an enforcement authority for feed content. While we make every effort to ensure that feeds published on our forums are practical and non-harmful, we cannot guarantee their accuracy or completeness.

9. DISCLAIMER OF WARRANTIES. THE SERVICES ARE PROVIDED TO YOU “AS IS” WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY. YOU AGREE THAT YOU BEAR ALL RISKS ASSOCIATED WITH THE USE OF THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY RELIANCE ON THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY MATERIALS AVAILABLE THROUGH THE SITE OR SERVICES. AMTS DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE SERVICES TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE.

YOU ACKNOWLEDGE THAT THE COMPUTER AND TELECOMMUNICATIONS SYSTEMS ARE NOT FAULT-FREE AND OCCASIONAL PERIODS OF DOWNTIME OCCUR. AMTS DOES NOT WARRANT OR REPRESENT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE OR THAT CONTENT LOSS WON'T OCCUR, NOR DOES AMTS GUARANTEE ANY CONNECTION TO OR TRANSMISSION FROM THE NECESSARY NETWORKS TO DELIVER THE SERVICES. AMTS DOES NOT GUARANTEE THAT ANY FEED MIX PREPARED USING THE SERVICES WILL BE SUPERIOR TO ANY OTHER FEED MIX USING OTHER MEANS.

YOU ACKNOWLEDGE THAT BY ACCESSING THE SERVICES, YOU REPRESENT THAT YOU HAVE PERFORMED YOUR OWN DUE DILIGENCE AS TO THE USEFULNESS OF THE SERVICES' OUTPUT.

10. LIMITATION OF LIABILITY. AMTS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND, UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, USE, DATA, LOSS OF OTHER INTANGIBLES, LOSS OF SECURITY OF INFORMATION YOU HAVE PROVIDED IN CONNECTION WITH YOUR USE OF THE SERVICES, OR UNAUTHORIZED INTERCEPTION OF ANY SUCH INFORMATION BY THIRD PARTIES, EVEN IF ADVISED IN ADVANCE OF SUCH DAMAGES OR LOSSES. IN PARTICULAR, AND WITHOUT LIMITATION, AMTS WILL NOT BE LIABLE FOR DAMAGES OF ANY KIND RESULTING FROM YOUR ACCESS TO OR USE OF, OR INABILITY TO ACCESS OR USE, THE SERVICES, OR FROM ANY CONTENT POSTED ON THE AMTS WEBSITE OR IN CONNECTION WITH THE SERVICES BY AMTS OR ANY THIRD PARTY. YOUR

SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SERVICES IS TO STOP USING THEM. THE MAXIMUM LIABILITY OF AMTS FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE) OR OTHERWISE, SHALL BE THE TOTAL AMOUNT, IF ANY, PAID BY YOU TO AMTS TO ACCESS AND USE THE SITE OR SERVICES.

11. Indemnity. Except to the extent prohibited under applicable law, You agree to defend, indemnify and hold AMTS and its distributors harmless from and against all claims, losses, costs, and expenses (including attorneys' fees) arising out of or relating to (a) Your use of, or activities in connection with, the Services; (b) any violation or alleged violation of this Agreement by You; and/or (c) any claim that You caused damage to or infringed upon or violated the rights of a third party, including past, present or future infringement, misappropriation, libel, defamation, invasion of privacy or right of publicity, or violation of any right related to the foregoing.

To the maximum extent permitted by applicable law and to the extent necessary to provide the Services to You and others, to protect You and the Services, and to improve AMTS's Services, You grant to AMTS a worldwide and royalty-free non-exclusive license to store, and access any data uploaded by You, or created during use of the Services.

12. Payment Terms. By accessing the Services, You acknowledge that You may be charged by AMTS for use of and access to the Services.

- a. Charges. By accessing the Platform and using the Services, You agree to pay whatever charges may arise from Your use of the Services. The price stated for the Services excludes all applicable taxes and currency exchange settlements, unless stated otherwise. You are solely responsible for paying such taxes or other charges. Unless alternate arrangements have been made in advance, You will be invoiced electronically. We may suspend or cancel the Services available to You if AMTS does not receive full payment from You. Suspension or cancellation of the Services for non-payment could result in a loss of access to and use of Your account and its data. Connecting to the Internet via a corporate or other private network which masks Your location may cause charges to be different from those displayed for Your actual location.
- b. Billing. By providing AMTS with a payment method, You (i) represent that You are authorized to use the payment method that You provided and that any payment information You provide is true and accurate; and (ii) authorize AMTS to charge You for the Services using Your payment method. AMTS may charge You up to the amount You have approved and will notify You in advance of any change in the amount to be charged for recurring subscription Services.
- c. Recurring Payments. If You purchase the Services on a subscription basis (e.g., monthly, every 3 months or annually (as applicable)), You acknowledge and agree that You are authorizing recurring payment, and payments shall be made to AMTS by the method You have chosen at the recurring intervals chosen by You, until the subscription for that Service is terminated by You, Your distributor or by AMTS. By authorizing recurring payments,

You are authorizing AMTS to process such payments as either electronic debits or fund transfers, or as electronic drafts from Your designated account (in the case of Automated Clearing House or similar payments), or as charges to Your designated account (in the case of credit card or similar payments) (collectively, "Electronic Payments"). Subscription fees are generally billed or charged in advance of the applicable subscription period. If any payment is returned unpaid or if any credit card or similar transaction is rejected or denied, AMTS or its service providers reserve the right to collect any applicable return item, rejection or insufficient funds fee and to process any such payment as an Electronic Payment.

- d. Refund Policy. Unless otherwise provided by law or by a particular Services offer, all purchases are final and non-refundable. If You believe that AMTS has charged You in error, You acknowledge that You must notify AMTS within 90 days of such charge. You acknowledge that no refunds will be given for any charges more than 90 days old. AMTS reserves the right to issue refunds or credits at AMTS's sole discretion. If AMTS issues a refund or credit, AMTS is under no obligation to issue the same or similar refund in the future. This refund policy does not affect any statutory rights that may apply.
 - e. Canceling the Services. You may cancel Your access to the Services at any time, with or without cause. To cancel and request a refund, if You are entitled to one, send an email to registration@agmodelsystems.com.
 - f. Promotional Offers. From time to time, AMTS may offer Services for a trial period during which AMTS will not charge You for the Services. AMTS reserves the right to charge You for such Services (at the normal rate) in the event that AMTS determines (in its reasonable discretion) that You are breaching the terms and conditions of the offer.
 - g. Price Changes. AMTS may change the price of the Services at any time and if You have a recurring purchase, AMTS will notify You by email before the price change. If You do not agree to the price change, You agree to cancel and stop using the Services before the price change takes effect. If there is a fixed term and price for Your Service offer, that price will remain in force for the fixed term.
13. Contracting Entity. Under this Agreement, You are contracting with Agricultural Modeling and Training Systems, LLC, 201 E. Cortland St., Groton NY 13073 AMTS's address is subject to change at any time.

If You have any questions regarding the meaning or application of this Agreement, please direct such questions to registration@agmodelsystems.com Please note that e-mail communications will not necessarily be secure; accordingly, You should not include credit card information or other sensitive information in Your e-mail correspondence with us.

14. Location of Services. To the maximum extent permitted by law, all Services hereunder shall be deemed to occur within the State of New York unless otherwise stipulated to.

15. Choice of Law and Place to Resolve Disputes. To the maximum extent permitted by applicable law, all disputes, claims, controversies, and other matters relating to the interpretation and enforcement of this Agreement, shall be construed in accordance with and governed pursuant to the laws of the State of New York and adjudicated in the state or Federal courts located in Ithaca, New York. To the maximum extent permitted by applicable law, You and AMTS irrevocably consent to the exclusive jurisdiction and venue of the state or federal courts in Ithaca, New York, for all disputes arising out of or relating to this Agreement or the Services.

BY YOUR ACCESS TO OR USE OF THE SERVICES, YOU AGREE TO GIVE UP THE ABILITY TO PARTICIPATE IN A CLASS ACTION OR CLASS ARBITRATION RELATED TO YOUR USE OF THE SERVICES.

16. Copyright Infringement Claims. The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If You believe in good faith that materials available on the website or in connection with the Services infringe Your copyright, You (or Your agent) may send AMTS a written notice by mail, email or fax, requesting that AMTS remove the material or block access to it. If You believe in good faith that someone has wrongly filed a notice of copyright infringement against You, the DMCA permits You to send AMTS a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA. See <http://www.copyright.gov> for details. We suggest that You consult Your legal advisor before submitting a notice or counter-notice.

17. Filtering. Pursuant to 47 U.S.C. Section 230(d) as amended, We hereby notify You that parental control protections (such as computer hardware, software or filtering services) are commercially available that may assist You in limiting access to material that is harmful to minors. Information identifying current providers of such protections is available on the two web sites GetNetWise (<http://www.getnetwise.org/>) and On Guard Online (<http://onguardonline.gov/>). Please note that AMTS does not endorse any of the products or services listed at such sites.

18. Notice for California Residents. Under California Civil Code Section 1789.3, California users are entitled to the following consumer rights notice: If You have a question or complaint regarding the website or Services, please contact us by writing to: 201 E. Cortland St., Groton NY 13073.

California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at 916.445.1254 or 800.952.5210.

19. Miscellaneous. Cancellation of Your access to the Services does not cancel Your rights and obligations under this Agreement. This Agreement does not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between You and AMTS. If any provision of this Agreement is found to be unlawful, void or for any reason unenforceable, that provision will be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provision. You may not assign, transfer or sublicense any or all of Your rights or obligations under this Agreement without our express prior written consent, and any prohibited assignment, transfer or sublicense is void. We

may assign, transfer or sublicense any or all of Our rights or obligations under this Agreement without restriction. No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof. This, together with all policies referred to herein, is the entire Agreement between You and AMTS relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral agreements or understandings between You and AMTS relating to such subject matter. Notices to You may be made via posting to the website or through the Services, by e-mail, or by regular mail, in AMTS's discretion. The website or Services may also provide notices of changes to this Agreement or other matters by displaying such notices or by providing links to such notices. Without limitation, You agree that a printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. AMTS will not be responsible for failures to fulfill any obligations due to causes beyond its control.

20. Incorporation by Reference of Third-Party Terms. AMTS utilizes one or more platforms, software, or systems by third-party Distributors (the “Distributors”). AMTS does not provide any greater or different representations, warranties or assurances with respect to the Distributors’ components utilized in the Services than what is provided in this Agreement directly pertaining to the Services.

Some parts of the Service may include output from third parties. Third party services and related output are subject to their own terms, and AMTS is not responsible for them.

By accessing the Services, You agree to conform to the same code of conduct found in Section 5, as it pertains to the Distributors and their products. Further, You agree the You:

- a. Will use the Distributors’ software only as an integral component of the Services;
- b. Will not use the Distributors’ software for development, compilation, debugging and similar design-time purposes;
- c. Will not reverse-compile or decompile, analyze, reverse-engineer, reverse-assemble or disassemble, unlock or otherwise attempt to discover the source code or underlying algorithms of the Distributors’ software or attempt to do any of the foregoing in relation to the code of the Software; and will not modify, adapt, translate or create any derivative works of the Distributors’ software or merge the Distributors’ software into any other software; and
- d. Will not use, copy, modify, or transfer the Software, or any copy, adaptation, transcription, or merged portion thereof, except as expressly permitted by the Licensor. The End User's rights will be nonexclusive and except as expressly permitted by the Licensee, non-assignable, provided always, however, that the provisions set forth in this Agreement applicable to any End User must also apply to any permitted assignee and the Licensee will be responsible for ensuring compliance with the foregoing condition;

By accessing the Services, You agree that AMTS and/or its Distributors will have the exclusive ownership of all right, title, and interest in and to the software or service licensed to the end user,

including ownership of all the intellectual property rights and confidential information pertaining thereto, subject only to the express rights and privileges expressly granted to the end user under said Agreement.

You agree that Your obligations under this Agreement will also be for the benefit of the Distributors and will be enforceable by the Distributors as third-party beneficiaries against the You.