

# Pilot Subscription Agreement

Effective Date: 2026-01-28 00:34:14 (GMT)

## Provider Information

Provider (legal): AMES-EC Tech LLC (Tennessee limited liability company)

Brand: Construction & Equipment Efficiency Systems (CEES)

Product: AMES

Contact: support@ames-tech.com | <https://ames-tech.com>

## 1. Scope

Provider grants Customer a limited, non-exclusive, non-transferable right to access and use the Software during the Pilot Period, subject to this Agreement.

## 2. Pilot Options

Customer selects either (a) One-Month Pilot or (b) Three-Month Pilot in the Order Form / checkout flow. The Pilot Period begins upon access code issuance.

## 3. Fees & Payment

Fees are due in advance. Pilot pricing is discounted and non-refundable unless otherwise required by law.

## 4. Customer Responsibilities

Customer is solely responsible for operational decisions, maintenance actions, compliance, and safety. The Software records and organizes information entered by users and does not replace professional judgment.

## 5. Intellectual Property

Provider retains all right, title, and interest in and to the Software and all related intellectual property.

## 6. Disclaimer

THE SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED.

## 7. Limitation of Liability

Provider shall not be liable for any indirect, incidental, special, consequential, or punitive damages. Total liability under this Agreement shall not exceed the amounts paid by Customer for the Pilot.

## 8. Termination

Either party may terminate for material breach if the breach is not cured within a reasonable period after written notice.

## 9. Signatures

Customer: \_\_\_\_\_ Date: \_\_\_\_\_

Provider: \_\_\_\_\_ Date: \_\_\_\_\_