



PACT ProSCAPE Website Terms of Use

Effective Date: August 18, 2026

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These Terms of Use ("Terms") govern access to and use of the PACT ProSCAPE website and related publicly available materials provided by HummingBird Technosys, Inc. ("HummingBird," "we," "us," or "our").

By accessing or using this website, you agree to these Terms. If you do not agree to these Terms, do not use the website.

1. Website Purpose

The PACT ProSCAPE website provides information concerning HummingBird, PACT ProSCAPE, and related products, capabilities, technologies, services, and business activities.

Information on this website is provided for general informational, marketing, evaluation, and business-development purposes.

These Terms govern the public website. They do not constitute a software license, SaaS subscription agreement, evaluation license, support agreement, or other commercial agreement for PACT ProSCAPE.

Access to or use of PACT ProSCAPE software, hosted services, trial environments, technical data, support services, professional services, or other commercial offerings may be subject to separate agreements.

If a separate written agreement conflicts with these Terms regarding a product or service governed by that agreement, the separate agreement controls with respect to that product or service.

2. Permitted Use

You may use this website for legitimate informational and business purposes and in compliance with applicable law.

You may not:

- use the website for unlawful, fraudulent, abusive, or malicious purposes;
- attempt to gain unauthorized access to systems, networks, accounts, applications, or data;
- interfere with or disrupt operation or security of the website;
- introduce malware, malicious code, automated attacks, or harmful content;
- probe, scan, or test vulnerabilities without express written authorization;
- scrape, crawl, harvest, or systematically extract website content except as expressly permitted by applicable law or HummingBird;
- circumvent access controls, security controls, rate limits, or other technical restrictions;
- impersonate another person or organization;
- use website content in a manner that infringes intellectual-property or other rights; or
- use proprietary website content, documentation, product information, or materials to develop, train, benchmark, or enhance a competing product or service through unauthorized extraction or reproduction.



3. Intellectual Property

The website and its content, including product descriptions, software concepts, designs, user interfaces, text, graphics, logos, icons, images, diagrams, demonstrations, documentation, workflows, process models, product architecture, and other materials, are owned by or licensed to HummingBird and are protected by applicable intellectual-property laws.

Except as expressly permitted in writing, access to this website does not grant any license, title, or other right in HummingBird intellectual property.

You may view and make reasonable internal business use of publicly available website materials for purposes of evaluating HummingBird and PACT ProSCAPE.

You may not reproduce, distribute, modify, publicly display, commercially exploit, reverse engineer, or create derivative works from protected website content except as expressly permitted by applicable law or authorized in writing by HummingBird.

4. Trademarks

PACT ProSCAPE, PACT, ProSCAPE, the HummingBird Technosys name and logo, and associated product names, logos, designs, and marks are trademarks, service marks, or claimed trademarks of HummingBird or their respective owners.

Use of a TM symbol does not necessarily indicate that a mark has been federally registered.

Third-party organization names, standards, specifications, products, logos, trademarks, and service marks referenced on this website remain the property of their respective owners.

No third-party reference implies affiliation, sponsorship, certification, approval, or endorsement unless expressly stated.

5. Product Information and Future Functionality

HummingBird seeks to provide useful and accurate information concerning PACT ProSCAPE. Product information may, however, change.

Website descriptions, illustrations, screenshots, prototypes, user-interface images, diagrams, demonstrations, specifications, performance information, planned functionality, and roadmaps may be illustrative and may not represent the exact configuration or functionality of a generally available product.

Features and availability may depend on:

- product edition or release;
- licensing;
- configuration;
- deployment model;
- infrastructure;
- integrations;
- third-party services; and
- customer-specific requirements.

HummingBird may modify products, services, specifications, functionality, pricing, packaging, release schedules, or availability.

Nothing contained on the website constitutes a binding commitment to provide future functionality, features, integrations, products, or release dates.



Purchasing decisions should be based upon functionality expressly included in the applicable written commercial agreement.

6. Safety, Regulatory, and Certification Information

PACT ProSCAPE is designed to assist organizations with development processes, artifacts, requirements, traceability, verification, reviews, configuration management, evidence management, compliance, assurance, and certification-related activities.

PACT ProSCAPE does not itself certify, approve, authorize, validate, or warrant any customer's product, system, software, hardware, process, organization, project, certification evidence, or regulatory submission as compliant with any particular standard, regulation, certification basis, or approval criterion.

Use of PACT ProSCAPE does not guarantee:

- regulatory approval;
- certification;
- compliance with any particular standard;
- acceptance by a certification authority, regulator, assessor, customer, or designated representative;
- product or system safety;
- product quality;
- absence of defects;
- successful completion of an audit or assessment; or
- absence of findings.

Customers remain responsible for identifying applicable requirements, configuring and using PACT ProSCAPE appropriately, establishing compliant processes, performing necessary engineering and verification activities, producing sufficient evidence, exercising appropriate professional judgment, and obtaining applicable approvals.

Please review our Compliance & Certification Disclaimer.

7. References to Standards and Third Parties

The website may reference standards, guidance, frameworks, regulations, and organizations including:

- DO-178C;
- DO-254;
- ARP4754A and subsequent revisions or related guidance;
- DO-278A;
- ISO 26262;
- IEC 61508;
- Automotive SPICE;
- railway-sector standards;
- IEC 62304;
- ISO 14971;
- ECSS standards; and
- other safety, security, quality, assurance, regulatory, and development standards.

References describe potential use cases, process support, and PACT ProSCAPE capabilities.



Unless expressly stated otherwise, neither HummingBird nor PACT ProSCAPE is affiliated with, sponsored by, endorsed by, certified by, or approved by organizations that publish, administer, assess, or enforce these standards.

Customers are responsible for obtaining authorized copies of applicable standards and determining which requirements and revisions apply.

8. No Professional Advice

Website information does not constitute legal, regulatory, certification, safety, cybersecurity, engineering, accounting, tax, export-control, or other professional advice.

You should obtain appropriate professional advice regarding requirements applicable to your organization, product, system, or project.

9. Demonstrations, Trials, Samples, and Evaluations

Demonstrations, prototypes, screenshots, sample projects, sample artifacts, templates, metrics, workflows, reports, dashboards, generated outputs, and trial environments may contain illustrative, hypothetical, simulated, anonymized, or demonstration data.

Such material should not be interpreted as representing the status, performance, certification, compliance, or results of an actual customer program unless expressly identified as such.

Trials and evaluations may be governed by additional terms.

10. Testimonials and Case Studies

Customer testimonials, quotations, case studies, performance results, logos, or endorsements will be presented only where HummingBird has determined that their publication is appropriate and applicable authorization has been obtained.

Results achieved by one customer, organization, or project do not guarantee comparable results for another.

Illustrative or hypothetical examples should be identified as such where appropriate.

11. Feedback

If you voluntarily provide suggestions, comments, ideas, recommendations, enhancement requests, or other feedback concerning the website or PACT ProSCAPE, you grant HummingBird a worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free right to use, reproduce, modify, incorporate, and otherwise exploit such feedback without restriction or obligation to compensate you.

Do not submit confidential, proprietary, classified, export-controlled, or restricted information as feedback unless it is subject to an applicable written agreement and authorized submission mechanism.

12. Third-Party Links and Services

The website may contain links to third-party websites, software, products, or resources.

HummingBird does not control and is not responsible for third-party content, availability, privacy, cybersecurity, terms, or business practices.



Links are provided for convenience and do not constitute endorsement unless expressly stated.

13. Export Controls and Restricted Information

PACT ProSCAPE, associated software, technical information, cryptographic functionality, and related services may be subject to United States and other applicable export-control, sanctions, and trade laws.

Users are responsible for complying with laws applicable to their access and use.

Do not submit export-controlled technical data, ITAR-controlled information, classified information, CUI, or other restricted information through the public PACT ProSCAPE website unless HummingBird has expressly authorized an appropriate mechanism for receiving it.

Statements that PACT ProSCAPE may be deployed in environments supporting aerospace, defense, government, export-controlled, or regulated programs do not, by themselves, represent that a particular customer deployment is ITAR compliant, EAR compliant, CMMC compliant, FedRAMP authorized, or otherwise compliant with a particular governmental requirement.

Compliance depends upon factors including:

- customer data;
- applicable export classification;
- deployment architecture;
- hosting location;
- personnel;
- citizenship or nationality restrictions where applicable;
- physical and logical access controls;
- operational procedures; and
- contractual requirements.

14. Disclaimer of Warranties

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PUBLIC WEBSITE AND PUBLICLY AVAILABLE WEBSITE CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE."

HUMMINGBIRD DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, CONCERNING THE PUBLIC WEBSITE, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

HummingBird does not warrant that:

- the website will be uninterrupted;
- the website will be error-free;
- the website will always be available;
- the website will be free of harmful components;
- website information will always be complete or current; or
- defects or errors will necessarily be corrected.



15. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HUMMINGBIRD TECHNOSYS, INC., ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, CONTRACTORS, AND SERVICE PROVIDERS WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR LOSS OF PROFITS, REVENUE, DATA, BUSINESS OPPORTUNITY, USE, OR GOODWILL, ARISING FROM OR RELATED TO ACCESS TO OR USE OF THE PUBLIC WEBSITE.

To the maximum extent permitted by applicable law, HummingBird's aggregate liability arising solely from use of the public website will not exceed US \$100.

These limitations do not apply to liability that cannot lawfully be excluded or limited.

Liability arising from licensed PACT ProSCAPE software, subscriptions, professional services, or other commercial offerings is governed by the applicable written commercial agreement.

16. Indemnification

To the extent permitted by applicable law, you agree to indemnify, defend, and hold harmless HummingBird and its affiliates, officers, directors, employees, and agents from claims, losses, damages, liabilities, and reasonable expenses arising from:

- your unlawful use of the website;
- your material violation of these Terms; or
- your infringement or misappropriation of another party's rights.

17. Changes to the Website and These Terms

HummingBird may modify the website or these Terms periodically.

Updated Terms become effective when posted unless otherwise stated.

Your continued use of the website following the effective date of revised Terms constitutes acceptance to the extent permitted by applicable law.

18. Governing Law and Venue

These Terms and any dispute arising from or relating exclusively to use of the public PACT ProSCAPE website are governed by the laws of the State of Arizona, without regard to its conflict-of-laws principles.

Subject to applicable law and any mandatory jurisdictional requirements, the state and federal courts located in Arizona will have jurisdiction over disputes arising from or relating exclusively to use of the public website, and you consent to personal jurisdiction and venue in those courts.

Any commercial agreement between HummingBird and a customer may establish different governing-law, venue, arbitration, or dispute-resolution provisions. In that case, the applicable commercial agreement controls with respect to the products or services it governs.

19. Severability

If any provision of these Terms is held unenforceable, that provision will be enforced to the maximum extent permitted by law and the remaining provisions will remain in full force and effect.



20. No Waiver

Failure by HummingBird to enforce any provision of these Terms does not constitute a waiver of that provision or any other right.

21. Entire Agreement

These Terms, together with policies expressly incorporated into them, constitute the agreement between you and HummingBird regarding use of the public website.

Separate agreements govern licensed software, hosted services, subscriptions, professional services, evaluations, support, and other commercial relationships where applicable.

22. Contact

HummingBird Technosys, Inc.

PACT ProSCAPE Legal

4 Venture Ave, Suite #220

Irvine, CA 92618, United States

Phone: +1 (949) 238-2200

Email: info@hummingbird-tek.com