C Tech AI Integrations

License Agreement (“Agreement”)

Version 202611

This C Tech AI Integrations License Agreement (“Agreement”) is a legal agreement between you (either an individual or a single entity, referred to herein as “Customer”) and C Tech Development Corporation, a Wyoming corporation (“C Tech”). This Agreement governs Customer’s use of the AI Integrations. By downloading, installing, enabling, uploading, or using the AI Integrations, including through a plugin marketplace or by automatic update, Customer agrees to be bound by this Agreement, in the version that applies under Section 6.2. If Customer does not agree, Customer shall not download, install, enable, upload, or use the AI Integrations. An individual who accepts for an entity represents that the individual has authority to bind that entity.

The AI Integrations are publicly available for download, but public availability does not grant a license. Only Customers with a Qualifying Subscription may use them. Viewing or forking C Tech’s public repository on GitHub, as GitHub’s terms allow, grants no right to download, install, or use the AI Integrations.

SECTION 1: DEFINITIONS

The following terms shall have the meanings set forth below when used in this Agreement. Capitalized terms that are not defined in this Agreement, and the terms EVS Demo and Presentation mode, have the meanings given or described in the EVS EULA.

- “AI Integrations” means the Skill Files and MCP Servers that C Tech provides for use with AI Platforms, in whatever plugin, package, or other form C Tech delivers them, and any updates to them.
- “AI Platform” means a third-party artificial intelligence system or service that Customer uses, whether it runs on Customer’s computers or in a cloud service operated by a Platform Provider.
- “EVS” means Earth Volumetric Studio, C Tech’s earth science modeling and visualization software.
- “EVS EULA” means the C Tech Earth Science Software End User License Agreement. For deciding whether Customer holds a Qualifying Subscription, it means the version that governs that subscription. For use of C Tech software, and for claims about that software, it means the version that applies to that software and that use.
- “MCP Server” means executable software provided by C Tech that runs on Customer’s computer and gives an AI Platform, through the Model Context Protocol or a similar interface, access to C Tech software, to files installed with it, or to C Tech documentation and reference material.
- “Output” means files, data, text, and other results that an AI Platform produces for Customer while using the AI Integrations. A copy of the AI Integrations, or of a substantial part of them, is not Output. Results that C Tech software produces, including when an AI Platform operates that software, are not Output and are governed by the EVS EULA.
- “Personnel” means Customer’s employees, and consultants and contractors working directly under contract to Customer, but only while so engaged and only for work performed for Customer under that contract. Consultants and contractors may not use the AI Integrations for their own projects or for any other client. For a University Enterprise License, Personnel also means the faculty and students of the licensed campus. A person may be Personnel whether or not that person holds or is assigned an EVS license. A person stops being Personnel when the employment, engagement, or enrollment ends.
- “Platform Provider” means the operator of an AI Platform.
- “Qualifying Subscription” means a current, paid EVS Fixed, Floating, Enterprise, or University Enterprise license subscription held by Customer under the EVS EULA. EVS Demo and Presentation mode are not Qualifying Subscriptions.
- “Skill Files” means C Tech’s text files that give AI Platforms structured knowledge for working with EVS data formats and EVS software, including data file creation and manipulation, application settings, and output generation, together with the plugin manifests, reference files, and other non-executable files that C Tech delivers with them.

SECTION 2: LICENSE GRANT

2.1 Grant

While Customer holds a Qualifying Subscription, and subject to this Agreement, C Tech grants Customer a revocable, non-exclusive, non-transferable, limited license, at no additional charge, to download, install, upload, copy, and use the Skill Files on Customer's computers and AI Platforms for Customer's own purposes, including work Customer performs for its clients, in working with EVS data formats and EVS software.

2.2 Delivery

C Tech delivers the AI Integrations through plugin marketplaces, by download from C Tech's public repository, or as a package that Customer uploads to an AI Platform. They require no physical shipment.

2.3 Platform Providers

Customer may store Skill Files on an AI Platform, and a Platform Provider may store, copy, and process them on Customer's behalf, including in routine backups, to provide that AI Platform to Customer under the Platform Provider's terms. Where an AI Platform offers a setting that keeps Customer's content out of model training, Customer shall enable it for the Skill Files. A Platform Provider's own use of content on its platform to train or improve its models, as its terms allow, is not a breach of this Agreement by Customer, provided Customer has enabled every such setting. Section 3(c) continues to apply to training that Customer directs. Customer is responsible for its choice of AI Platform and for that platform's settings. Customer's use of an AI Platform is governed by the Platform Provider's terms, and C Tech is not responsible for any AI Platform.

2.4 Internal Sharing

Customer may make the Skill Files available to its Personnel, including through shared project configuration, organization-wide plugin provisioning, or an agent shared within Customer's AI Platform tenant. Customer is responsible for its Personnel's compliance with this Agreement. Customer shall promptly remove access to the AI Integrations for any person who is no longer Personnel.

2.5 University Enterprise Licenses

Under a University Enterprise License, the AI Integrations may be used only by the Personnel of a campus whose University Enterprise License is current and not suspended. Each additional campus requires its own University Enterprise License. The AI Integrations may not be used in support of commercial projects not affiliated with the university.

2.6 EVS Remains Separately Licensed

This Agreement grants no right to use EVS or any other C Tech software. That use is governed by the EVS EULA, including its License Types and limits.

SECTION 3: RESTRICTIONS

Customer agrees not to, and shall not permit others to:

(a) redistribute, sublicense, sell, rent, lease, publish, or otherwise make the AI Integrations available to anyone other than Personnel and Platform Providers as permitted in Section 2;

(b) provide the AI Integrations to anyone other than Personnel as a hosted service, or give anyone other than Personnel access to an agent or AI Platform configured with them, except that a Platform Provider may operate the AI Platform as permitted in Section 2.3;

(c) use the AI Integrations to train, fine-tune, or otherwise develop competing AI models or services;

(d) disassemble, decrypt, reverse compile, or reverse engineer any MCP Server or other executable part of the AI Integrations; or

(e) remove, alter, or obscure any proprietary notice of C Tech or its licensors in the AI Integrations.

Nothing in this Agreement limits the rights that the terms of a hosting service, such as GitHub, give that service or its users in a repository C Tech makes public there. Those rights do not include deploying or using the AI Integrations with an AI Platform.

SECTION 4: MODIFICATIONS, OUTPUT, AND OWNERSHIP

4.1 Modifications

Customer may modify the Skill Files for its own internal use. Modified Skill Files remain subject to this Agreement, and C Tech has no obligation to support them or to preserve Customer's changes when it issues updates.

4.2 Output

As between Customer and C Tech, and to the extent rights exist in it, Customer owns the Output, and C Tech claims no ownership of it. Customer may use and deliver Output to its clients and others without restriction under this Agreement, including after this Agreement ends. Output may incidentally include short passages of Skill Files. C Tech grants Customer a perpetual, non-exclusive license to use those passages only as part of the Output in which they appear. This Section grants no right to reproduce or distribute the Skill Files, or a substantial part of them, as Output or otherwise.

4.3 Ownership

The AI Integrations are licensed, not sold. C Tech, on behalf of itself and its licensors, retains all right, title, and interest in the AI Integrations, including all copyrights, patents, trade secrets, and other proprietary rights.

4.4 Feedback

Customer grants C Tech a perpetual, irrevocable, worldwide, royalty-free, fully sublicensable license to use, reproduce, modify, publish, distribute, and otherwise exploit any feedback, comments, ideas, improvements, or suggestions provided by Customer with respect to the AI Integrations. Customer retains ownership of its feedback, but C Tech may freely use it without obligation to Customer.

SECTION 5: MCP SERVERS

5.1 Availability

C Tech may offer MCP Servers but has no obligation to do so. This Section 5 applies to any MCP Server that C Tech offers. C Tech may publish additional terms with a particular MCP Server. Those terms apply only to the MCP Server they are published with. C Tech will present them, with their version, before that MCP Server is installed or enabled. Once Customer accepts them they form part of this Agreement for that MCP Server and control where they conflict, subject to Section 10.1.

5.2 License

While Customer holds a Qualifying Subscription, and subject to this Agreement, C Tech grants Customer a revocable, non-exclusive, non-transferable, limited license to install and run each MCP Server on Customer's computers, for use by Customer's Personnel. Where an MCP Server operates C Tech software or reads files installed with it, that use of the software is governed by the EVS EULA, and the software must be licensed for that computer and its user to the extent the EVS EULA requires.

5.3 EVS License Limits Still Apply

An MCP Server does not expand any EVS license. All use of EVS through an MCP Server is use of EVS under the EVS EULA, including its limits on hosting, remote and multi-user access, automated services, and automated sign-in. Functions of an MCP Server that rely on capabilities not included in Customer's License Type, such as the automation and scripting capabilities reserved for Enterprise Licenses, will not operate under that License Type. That is not a defect in the MCP Server. An interactive session that operates C Tech software runs under the license of the Authorized User who starts it. Only that Authorized User may direct it, and Customer shall not let another person operate C Tech software through it. Under an Enterprise License, a

session may instead run under an Enterprise Service Account, but only for automated processing as the EVS EULA permits for Enterprise Service Accounts.

5.4 Actions Taken by AI Agents

An MCP Server lets an AI Platform take actions in C Tech software without a person performing each step. Those actions may change, overwrite, or delete projects, files, and data. AI Platforms can make mistakes. Customer is solely responsible for every action taken through an MCP Server, for deciding what an AI Platform is allowed to do, and for keeping backups.

5.5 Security

An AI Platform can be manipulated by instructions hidden in the data, files, or web pages it reads ("prompt injection"). Customer is responsible for securing its computers, for controlling what an AI Platform connected to an MCP Server may read, and for reviewing any action before allowing it where the AI Platform offers that choice.

SECTION 6: UPDATES AND DATA

6.1 Updates

C Tech may update, suspend, or discontinue any AI Integration, or offer it as a separately licensed product in the future, with or without notice and without liability to Customer. Plugin marketplaces may install updates automatically; Customer may turn this off where the AI Platform allows it. Discontinuing an AI Integration ends new releases of it. Customer's license to a release Customer already has ends only under Section 9.

6.2 Changes to this Agreement

Each release of the AI Integrations includes the version of this Agreement that applies to it. C Tech publishes the current version on its Downloads page at https://ctech.com/downloads/. Customer's use of a release is governed only by the version issued with that release. A revised version applies only to releases issued under it and never to an earlier release, and an earlier version never applies to a later release. C Tech will identify every change to this Agreement in the release notes of the release that carries it. Customer decides whether and when to update, including whether to enable automatic updates where an AI Platform offers them, and is responsible for reviewing the version that applies before using an updated release. By enabling automatic updates, Customer accepts the version that applies to each release installed that way. If Customer does not agree to a revised version, Customer shall not use releases issued under it.

6.3 Data

Skill Files contain no code that sends data to C Tech. They may refer to C Tech web pages, which an AI Platform may retrieve. Retrieving those pages is use of C Tech's website under its Privacy Policy, available at https://ctech.com/privacy-policy/. Customer data sent to an AI Platform is handled by the Platform Provider under its terms, and C Tech does not receive it through the Skill Files. C Tech will describe any data an MCP Server sends to C Tech in the materials provided with that MCP Server.

6.4 Support

C Tech may, but is not required to, provide support for the AI Integrations.

6.5 Third-Party Components

The AI Integrations may include or depend on software, libraries, or services from third parties. Those components are subject to their own license terms, which C Tech identifies in the materials provided with the AI Integrations, and those terms control for those components.

SECTION 7: NO WARRANTIES; AI-GENERATED OUTPUT

7.1 Disclaimer

THE AI INTEGRATIONS ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TITLE, OR NON-INFRINGEMENT. CUSTOMER'S USE OF THE AI INTEGRATIONS IS ENTIRELY AT CUSTOMER'S OWN RISK. C TECH DOES NOT WARRANT THAT THE AI INTEGRATIONS WILL WORK WITH ANY AI PLATFORM OR CONTINUE TO BE COMPATIBLE WITH IT.

7.2 AI-Generated Output

The AI Integrations provide structured guidance to AI Platforms. Output is generated by third-party AI systems and is not verified, endorsed, or warranted by C Tech. Customer is solely responsible for reviewing, validating, and verifying all Output before use. C Tech makes no representation that Output will be accurate, complete, or suitable for any purpose. Output is not a replacement for rigorous model confirmation, sound engineering judgment, or quality checking of all results.

7.3 Jurisdictions

Some jurisdictions do not allow the exclusion of or limitations on implied warranties or the limitations on applicable statutory rights of a consumer. In such jurisdictions, some or all of the above exclusions and limitations may not apply to Customer.

SECTION 8: LIMITATION OF LIABILITY AND INDEMNIFICATION

8.1 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, C TECH, ITS AFFILIATES, AND ITS TECHNOLOGY SUPPLIERS SHALL NOT BE LIABLE TO CUSTOMER OR ANY OTHER PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL, EXEMPLARY, OR INCIDENTAL DAMAGES OR LOSSES, INCLUDING BUT NOT LIMITED TO LOSS OF DATA, LOSS OF PROFITS, OR BUSINESS INTERRUPTION, ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE AI INTEGRATIONS, ANY OUTPUT, OR ANY ACTION TAKEN BY AN AI PLATFORM, REGARDLESS OF THE THEORY OF LIABILITY AND EVEN IF C TECH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2 Aggregate Liability Cap

C Tech's, its affiliates', and its technology suppliers' aggregate liability to Customer under this Agreement shall not exceed zero dollars ($0), regardless of the form of action or theory of liability, because the AI Integrations are provided at no additional charge, without warranty, and entirely at Customer's risk.

8.3 Customer Indemnification

Customer shall indemnify and hold harmless C Tech, its affiliates, and technology suppliers from and against all settlements, claims, actions, suits, proceedings, judgments, awards, and damages arising out of or related to Customer's use of the AI Integrations or any Output, or any breach of this Agreement by Customer or its Personnel.

8.4 Exceptions

Notwithstanding anything to the contrary in this Agreement, C Tech does not limit its liability for any matter which it would be illegal for C Tech to exclude or attempt to exclude, but nothing in this Section confers any right or remedy upon Customer to which Customer would not otherwise be entitled.

8.5 Claims That Involve Other C Tech Software

This Section 8 does not apply to a claim to the extent it arises from C Tech software other than the AI Integrations, or from C Tech's obligations under the EVS EULA, including licensing and support of that software. The EVS EULA governs that part of the claim, whether or not an AI Platform was operating the software. This Agreement governs the part that arises from the AI Integrations or from an action an AI Platform took.

SECTION 9: TERM AND TERMINATION

9.1 Term

This Agreement takes effect when Customer accepts it and remains in effect until it ends under this Section.

9.2 End of Qualifying Subscription

The licenses in Sections 2.1 and 5.2 end automatically when Customer no longer holds a Qualifying Subscription, including when the EVS EULA ends. If Customer again holds a Qualifying Subscription, and this Agreement has not been terminated under Section 9.3 or 9.4, those licenses are granted again from that date, for each release under the version of this Agreement that applies to it under Section 6.2, and any removal period then running under Section 9.5 ends. While every Qualifying Subscription that Customer holds is suspended under the EVS EULA, the licenses are paused. Customer shall not use the AI Integrations during the suspension, and the removal period in Section 9.5 does not begin. A subscription transferred under the EVS EULA is a Qualifying Subscription of the transferee only. The license to passages in Output under Section 4.2 does not end.

9.3 Termination by C Tech

C Tech may terminate this Agreement for a particular Customer at any time and for any reason by email notice to an administrator of Customer's organization account in C Tech's online licensing service, effective when the notice is sent, whether or not that administrator has signed in to the account. C Tech may end the AI Integrations for all customers at any time and for any reason by notice in its public repository and on ctech.com, effective thirty (30) days after that notice is published.

9.4 Termination by Customer

Customer may terminate this Agreement at any time by ceasing all use of the AI Integrations and disabling its Personnel's access to them. Section 9.5 then applies.

9.5 Effect of Ending

When the licenses end, Customer shall immediately cease all use of the AI Integrations and disable its Personnel's access to them, and, within thirty (30) days, remove all copies from its computers and AI Platforms, including any organization-wide provisioning and shared agents. Customer shall use the deletion controls that each AI Platform offers. Copies that remain in a Platform Provider's routine backups and that Customer cannot access or delete need not be removed, but may not be restored or used, and Section 3 continues to apply to them. This does not affect Customer's rights in Output created before the licenses ended. No fees are refunded, and ending this Agreement does not by itself affect Customer's EVS subscriptions.

9.6 Survival

Sections 1, 3, 4.2, 4.3, 4.4, 5.4, 7, 8, 9.5, 10, and this Section 9.6 survive termination.

SECTION 10: GENERAL PROVISIONS

10.1 Relationship to the EVS EULA

This Agreement alone governs the AI Integrations, and they are not "Software" under the EVS EULA. The EVS EULA alone governs EVS and other C Tech software, including when an AI Platform operates that software. If Customer and C Tech have signed an agreement that modifies the EVS EULA and addresses AI skill files or the

AI Integrations, the signed terms control over this Agreement to the extent they conflict. A claim that involves both the AI Integrations and other C Tech software may be brought in a single proceeding under Section 10.6, with this Agreement applied to the AI Integrations and the EVS EULA applied to the other software.

10.2 Severability

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

10.3 Waiver

The failure to exercise a right or to require performance of an obligation under this Agreement shall not affect a party's ability to exercise such right or require such performance at any time thereafter, nor shall the waiver of a breach constitute waiver of any subsequent breach.

10.4 Transfer

Customer may not transfer, assign, sell, lease, or rent this Agreement or the AI Integrations without C Tech's prior written consent. C Tech may assign this Agreement, in whole or in part, to any successor entity in connection with a merger, acquisition, reorganization, or sale of all or substantially all of C Tech's assets, without Customer's consent.

10.5 Governing Law

This Agreement shall be governed by the laws of the State of Wyoming, United States, excluding its conflicts of law rules. Customer's use of the AI Integrations may also be subject to other local, state, national, or international laws. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods.

10.6 Dispute Resolution

Any dispute arising out of or relating to this Agreement shall first be submitted to good faith negotiation between the parties. If the dispute cannot be resolved through negotiation within thirty (30) days, either party may submit the dispute to binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, with the arbitration to be conducted in Broward County, Florida. The prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

10.7 Export Compliance

Customer may not export or re-export the AI Integrations except as authorized by United States law and the laws of the jurisdiction in which they were obtained. Without limitation, they may not be exported or re-exported (a) into or to a nation or resident of any U.S. embargoed country, or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Persons List or Entity List. By installing or using the AI Integrations, Customer represents and warrants that it is not located in, under the control of, or a national or resident of any such country or on any such list.

10.8 U.S. Government End Users

The AI Integrations and related documentation are "Commercial Items" as defined under 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation" as used under 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. They are licensed to U.S. Government end users only as Commercial Items and with only those rights granted to all other end users under this Agreement. The Government's rights to use, duplicate, or disclose them are those granted in this Agreement, consistent with DFARS 227.7202-3, except where the applicable procurement contract includes FAR 52.227-19, in which case that clause governs to the extent it requires.

10.9 Entire Agreement

This Agreement, together with any additional terms that Customer has accepted under Section 5.1, constitutes the entire agreement between Customer and C Tech regarding the AI Integrations and supersedes all prior and contemporaneous written or oral agreements regarding them, except as stated in Section 10.1.

SECTION 11: CONTACT INFORMATION

If Customer has any questions about this Agreement, please contact C Tech:

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