C Tech Earth Science Software

End User License Agreement ("Agreement")

Version 202610

This End User 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 (i.e., "C Tech"). This Agreement governs Customer's ordering, subscriptions, licensing, use, support, and warranty of C Tech's earth science software products and associated tools, and Customer's use of C Tech Accounts and the Online Licensing Service. By accepting this Agreement during installation, by creating or signing in to a C Tech Account, or by downloading, installing, or using the Software, Customer agrees to be bound by the terms of this Agreement. If Customer does not agree to the terms, Customer shall not download, install, or use the Software or create or use a C Tech Account.

SECTION 1: DEFINITIONS

The following terms shall have the meanings set forth below when used in this Agreement:

- "Assignment" means the allocation of an online Fixed license to a named Authorized User by an Organization Administrator through the Online Licensing Service.
- "Authorized User" means an individual who is a direct employee of the licensed organization, or a consultant or contractor working directly under contract to the licensed organization, who is authorized by Customer to use the Software under the applicable License Type and, where the License Type requires a C Tech Account, whose C Tech Account is a member of Customer's Organization. Consultants and contractors may be Authorized Users only while working directly under contract to the licensed organization, and only for work performed for that organization under that contract. They may not use the Software for their own projects or for any other client. On request, Customer shall provide C Tech with written confirmation of each such engagement, and C Tech may require Customer to remove from its Organization any consultant or contractor whose use is not confirmed. For University Enterprise Licenses, Authorized Users are as described in Section 4.6.
- "C Tech Account" means an account with C Tech, created and managed at ctech.com, that identifies a single individual (or an Enterprise Service Account as permitted by Section 4.5) and is used to sign in to the Software and the Online Licensing Service.
- "Confidential Information" means any non-public information disclosed by either party to the other in connection with this Agreement, including but not limited to trade secrets, business plans, technical data, and customer data.
- "C Tech EVS AI Skills" means C Tech's AI agent skill files that provide structured knowledge for AI agents to work with EVS data formats and EVS software, including data file creation and manipulation, application settings, and output generation, delivered via installer to the Customer's local machine.
- "EVS" means Earth Volumetric Studio, C Tech's earth science modeling and visualization software.
- "License Key" means the hardware dongle (USB device) used to authenticate and enable a dongle-based Fixed license, or an entitlement held by Customer's Organization in the Online Licensing Service.
- "License Manager" means the C Tech License Manager application, installed with the Software, that runs on Customer's computer and manages sign-in, Registered Devices, and license authorization for the Software.
- "License Type" means the specific category of license granted to Customer, as described in Section 4.
- "Licensing Policy" means C Tech's published policy, available at https://ctech.com/licensing-policy/ and updated from time to time in accordance with Section 19, that sets the number of Registered Devices, device replacement allowances, Offline Periods, the capabilities of each License Type, and related licensing limits.
- "Offline Period" means the period, set for each License Type by the Licensing Policy, during which the Software may run without contacting the Online Licensing Service.

- “Online Licensing Service” means C Tech’s Internet-based service that authenticates C Tech Accounts and Registered Devices, holds Customer’s subscriptions and Assignments, and authorizes use of the Software.
- “Organization” means the organization record in the Online Licensing Service that represents Customer and holds Customer’s subscriptions, members, and Assignments.
- “Organization Administrator” means a C Tech Account designated by Customer to manage Customer’s Organization, including its members and Assignments.
- “Registered Device” means a computer, including a virtual machine, registered to a C Tech Account through the License Manager for use of the Software.
- “Software” means, collectively, EVS, the 3D PDF Converter, C Tech EVS AI Skills, the License Manager, and all associated tools, updates, documentation, and online or electronic materials provided by C Tech under this Agreement, and, where the context requires, the Online Licensing Service.
- “Subscription Term” means the period during which Customer’s license is active, as specified in the applicable order or renewal.
- “Third-Party Components” means software, libraries, or services from third-party providers that are incorporated into or used in connection with the Software.
- “Update” means any patch, bug fix, update, upgrade, enhancement, or other modification to the Software that C Tech may provide from time to time.

SECTION 2: LICENSE GRANT AND RESTRICTIONS

2.1 Grant of License

Subject to the terms of this Agreement and payment of applicable fees, C Tech grants Customer a revocable, non-exclusive, non-transferable (except as provided in Section 5), limited license to download, install, and use the Software, and to access the Online Licensing Service, strictly in accordance with the applicable License Type and the terms of this Agreement.

The Software is licensed, not sold. C Tech and its licensors retain all right, title, and interest in and to the Software, including all intellectual property rights therein.

2.2 Restrictions

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

- license, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose, or otherwise commercially exploit the Software or make the Software available to any third party, except as expressly permitted by the applicable License Type;
- modify, create derivative works of, disassemble, decrypt, reverse compile, or reverse engineer any part of the Software;
- remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) of C Tech or its affiliates, partners, suppliers, or licensors;
- tamper with, bypass, or otherwise interfere with any license management system, License Key, License Manager, Registered Device key, Offline Period, device limit, or copy protection mechanism, including by altering the system clock to extend licensed use;
- share C Tech Account credentials, permit more than one individual to use a single C Tech Account, or create or use a C Tech Account for a group, role, shared mailbox, or any other identity that is not a single identified individual, except an Enterprise Service Account as permitted by Section 4.5;
- use automated or scripted means to sign in to the Online Licensing Service or to hold licenses without an active user, except through an Enterprise Service Account as permitted by Section 4.5;
- use the Software on a publicly accessible server, or use the Software to perform or offer automated or semi-automated analysis or graphics services to third parties, unless expressly permitted by the applicable License Type;
- permit use of the Software by any individual who is not an Authorized User; or

- duplicate any portion of the Software except for reasonable backup or archival purposes, provided that all proprietary notices are reproduced on each such copy.

2.3 C Tech Accounts

Use of the Software under any License Type other than Presentation mode requires a C Tech Account, except that a dongle-based Fixed license requires a C Tech Account only for the 3D PDF Converter Add-On. Each C Tech Account must belong to a single identified individual and use that individual's own email address, except an Enterprise Service Account as permitted by Section 4.5.

Customer shall ensure that the information in each C Tech Account in its Organization is accurate and current, that credentials are kept confidential, and that credentials are not shared. Customer is responsible for all activity under the C Tech Accounts in its Organization and shall promptly notify C Tech of any unauthorized use of a C Tech Account. Use of C Tech's website is also subject to the terms of use and Privacy Policy published there.

2.4 Organizations and Organization Administrators

Customer's subscriptions are held by its Organization. Customer shall designate at least one Organization Administrator. Organization Administrators manage the Organization's members and Assignments, and their actions in the Online Licensing Service are the actions of Customer. Customer shall promptly remove from its Organization any individual who is no longer an Authorized User, including any individual who leaves Customer's employment. Removal ends that individual's right to use Customer's licenses immediately, although authorization already stored on a Registered Device that is not connected to the Online Licensing Service may continue to operate until its Offline Period ends. Customer remains responsible for ensuring that a removed individual does not use the Software in that time. Organization Administrators can view information about the members of the Organization as described in Section 9.4.

2.5 Online Authorization

Except in Presentation mode and with a dongle-based Fixed license, the Software contacts the Online Licensing Service to authorize its use. Licensed use may continue without a connection only within the Offline Period for the applicable License Type. Floating licenses have no Offline Period. Customer is responsible for providing the Internet connectivity the Software requires.

SECTION 3: ORDERING, PAYMENT, AND DELIVERY

3.1 Ordering

Customer may order Software and subscriptions as listed on the C Tech price list at ctech.com. C Tech does not guarantee that prices will remain unchanged and exclusively honors the current price list at ctech.com. No order shall be effective until made in writing and accepted by an authorized representative of C Tech.

3.2 Payment

C Tech has a single payment policy for all customers globally, whether commercial or government. All subscriptions and licenses require advance payment in full prior to delivery of License Keys or activation of subscriptions.

Customer is responsible for all applicable taxes, fees, duties, and government charges.

3.3 Delivery

For licenses using hardware dongles, C Tech will ship dongles F.O.B. Destination, Prepaid and Added, via a courier service requiring Customer's signature for receipt. Shipping charges will be paid by C Tech and added to the invoice. In the event of loss or damage during shipment, Customer agrees to assist C Tech in filing freight claims.

Online subscriptions are delivered as entitlements on Customer's Organization in the Online Licensing Service and become available to Authorized Users when C Tech activates the subscription. Electronically delivered Software and C Tech EVS AI Skills are delivered by download and require no physical shipment.

SECTION 4: LICENSE TYPES

The capabilities of each License Type are summarized in the Licensing Policy. Every paid License Type allows Authorized Users to work with their own data. Creation of EVS Presentations requires a Floating, Enterprise, or University Enterprise License. Automation and presentation scripting require an Enterprise License. Enterprise Licenses are the only License Type under which the Software may be used to perform or offer automated or semi-automated analysis or graphics services, as described in Section 4.5.

4.1 EVS Presentation Mode

EVS is freely available for download from ctech.com. When installed in accordance with this Agreement, the Software may be run in Presentation mode without a purchased license or a C Tech Account. Presentation mode opens EVS Presentations (.evsp files), which are single-file deliverables that allow recipients to interactively view and modify properties of EVS applications. Presentation mode does not open Customer's own data files or C Tech's sample data, and it does not contact the Online Licensing Service.

4.2 EVS Demo

EVS Demo is free of charge and requires a C Tech Account. EVS Demo may be used only to evaluate the Software and to learn to use it with the sample data provided by C Tech. EVS Demo may not be used for commercial, production, or client work of any kind, and it does not open Customer's own data files. Output created with EVS Demo identifies EVS Demo as its source, and Customer shall not remove or obscure that identification. The License Manager must contact the Online Licensing Service at least once in each Offline Period for EVS Demo to continue to run. EVS Demo does not include the 3D PDF Converter Add-On. C Tech may limit, change, or end the availability of EVS Demo at any time.

4.3 EVS Fixed License Subscriptions

Fixed licenses are provided in one of two forms, as specified at the time of purchase.

(a) Dongle-Based Fixed Licenses. A dongle-based Fixed license runs EVS on the computer to which its hardware dongle is attached, without contacting the Online Licensing Service. Dongle-based Fixed licenses are not supported on virtual machines, and the Software will not run with them on a virtual machine. A dongle-based Fixed license authorizes use of EVS only until the subscription date recorded on the dongle, and only of versions of EVS released on or before that date. No version of EVS may be used with a dongle after its subscription date has passed.

(b) Online Fixed Licenses. An online Fixed license is assigned by an Organization Administrator to one named Authorized User. The assigned user may register up to the number of Registered Devices set by the Licensing Policy and may use the license on only one Registered Device at a time. Each Registered Device may run the Software without contacting the Online Licensing Service within the Offline Period. Registered Devices may be replaced only in accordance with the Licensing Policy. Online Fixed licenses may be used on virtual machines, but C Tech recommends against it. Each virtual machine, including a virtual machine recreated with a new identity, counts as a separate Registered Device, and replacements caused by recreated virtual machines count against the allowances in the Licensing Policy.

Fixed licenses of either form shall not be hosted on any server, whether public or private, for the purpose of remote access or multi-user access, including access via remote desktop software. Fixed licenses may not be used to perform or offer automated or semi-automated analysis or graphics services.

4.4 EVS Floating License Subscriptions

Floating (concurrent) licenses provide a pool of licenses held by Customer's Organization in the Online Licensing Service. An Authorized User signed in to a C Tech Account in Customer's Organization may use an available license from the pool while running the Software, and the license returns to the pool when that use ends. Floating licenses require a continuous connection to the Online Licensing Service and have no Offline Period. The Software may not be hosted on a publicly accessible server or used to perform or offer automated or semi-automated analysis or graphics services. Use is restricted to Authorized Users only.

4.5 EVS Enterprise Licenses

Enterprise Licenses provide organization-wide access to EVS for all Authorized Users whose C Tech Accounts are members of Customer's Organization, with no limit on the number of users or Registered Devices. The license cost is based on the total number of full-time equivalent employees. Each Registered Device may run the

Software without contacting the Online Licensing Service within the Offline Period. Use is restricted to Authorized Users only. The Software may not be hosted on a publicly accessible server.

Automated Analysis and Graphics Services. Enterprise Licenses permit Customer to use the Software, including its automation and presentation scripting features, to perform or offer automated or semi-automated analysis or graphics services, including services whose results are delivered to Customer's clients. Such services must be operated by Authorized Users or Enterprise Service Accounts. Third parties may receive the results of such services but may not access or operate the Software directly.

Enterprise Service Accounts. While Customer holds a current Enterprise License, Customer may create C Tech Accounts that do not belong to a single individual ("Enterprise Service Accounts") solely to run automated processing with the Software, for Customer's internal purposes or for the automated analysis and graphics services described above, provided that:

- each Enterprise Service Account is created and controlled by an Organization Administrator, and Customer is responsible for all activity under it;
- Enterprise Service Accounts are used only for automated processing and not for interactive use by individuals;
- the credentials of an Enterprise Service Account are never disclosed to anyone who is not an Authorized User; and
- Enterprise Service Accounts are not used to host the Software on a publicly accessible server or to give any third party direct access to the Software.

Mergers and acquisitions occurring during the Subscription Term must be reported immediately if the event affects the applicable staff size level and will be subject to prorated license fee increases. Changes in employee count that affect the size level must be reported prior to the renewal date.

4.6 EVS University Enterprise Licenses

University Enterprise Licenses provide access to EVS for faculty and students at a single campus of the licensed institution, as specified at the time of purchase, with no limit on the number of users or Registered Devices at that campus. For University Enterprise Licenses, Authorized Users are the faculty and students of the licensed campus, and consultants and contractors working directly under contract to the institution as described in Section 1, whose C Tech Accounts are members of Customer's Organization. Each additional campus requires its own University Enterprise License. Each Registered Device may run the Software without contacting the Online Licensing Service within the Offline Period. The Software may not be hosted on a publicly accessible server or used to perform or offer automated or semi-automated analysis or graphics services. University Licenses may not be used in support of commercial projects not affiliated with the university. Enterprise Service Accounts are not available under University Enterprise Licenses.

4.7 3D PDF Converter Add-On

The 3D PDF Converter is available only as an organization-wide add-on to a paid EVS subscription (Fixed, including dongle-based Fixed, Floating, Enterprise, or University Enterprise). It is not offered as a standalone license and is not available in Presentation mode or with EVS Demo. A 3D PDF Converter Add-On subscription ends no later than the EVS subscription to which it is added.

While Customer's Organization holds a current 3D PDF Converter Add-On subscription, every Authorized User in the Organization may use the 3D PDF Converter on a computer where EVS is licensed for that user. With a dongle-based Fixed license, this requires the dongle to be attached and the user to be signed in to a C Tech Account in Customer's Organization. With a Floating license, the 3D PDF Converter uses a license from Customer's floating pool, which it shares with EVS when both run on the same computer for the same user.

4.8 C Tech EVS AI Skills

C Tech EVS AI Skills is provided at no additional cost to Customers with a current EVS license subscription (Fixed, Floating, or Enterprise). The Software is installed to the Customer's local machine and provides AI agent skill files for use with EVS data formats and EVS software. C Tech EVS AI Skills is subject to the same License Type, terms, and restrictions as the Customer's underlying EVS license. The skill files may not be redistributed, sublicensed, or made available to third parties. The skill files may not be used to train, fine-tune, or otherwise develop competing AI models or services. C Tech reserves the right to modify the availability or

terms of C Tech EVS AI Skills at any time, including the right to offer it as a separately licensed product in future releases.

C TECH EVS AI SKILLS IS 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, OR NON-INFRINGEMENT. CUSTOMER'S USE OF C TECH EVS AI SKILLS IS ENTIRELY AT CUSTOMER'S OWN RISK. C TECH SHALL HAVE NO LIABILITY WHATSOEVER TO CUSTOMER OR ANY THIRD PARTY FOR ANY DAMAGES, LOSSES, OR CLAIMS ARISING OUT OF OR RELATED TO CUSTOMER'S USE OF, OR INABILITY TO USE, C TECH EVS AI SKILLS, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, REGARDLESS OF THE THEORY OF LIABILITY. THIS LIMITATION APPLIES EVEN IF C TECH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

AI agent skill files provide structured guidance for AI systems interacting with EVS data formats and EVS software. The output produced by AI agents using these skill files 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 AI-generated output before use. C Tech makes no representation that AI-generated output will be accurate, complete, or suitable for any purpose.

SECTION 5: LICENSE TRANSFERS

5.1 Permitted Transfers

Dongle-based Fixed licenses, online Fixed licenses, and Floating licenses may be transferred or sold to another organization, subject to the following conditions:

- All transfers must be accompanied by this Agreement, duly executed by the transferee.
- The transferor must provide C Tech with written certification of the legitimacy of the transfer.
- Online licenses are transferred by C Tech moving the subscription to the transferee's Organization. C Tech may charge a reasonable administrative fee for this.

5.2 Reassignment Within Customer's Organization

Reassigning an online Fixed license from one Authorized User to another within Customer's Organization is performed by an Organization Administrator and is not a transfer under this Section. The previous user's Registered Devices are governed by the Licensing Policy.

5.3 Prohibited Transfers

EVS Enterprise Licenses, EVS University Enterprise Licenses, the 3D PDF Converter Add-On, Enterprise Service Accounts, and C Tech EVS AI Skills may not be transferred, sold, leased, or rented without C Tech's prior written consent. No License Type may be leased or rented.

5.4 Assignment by C Tech

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.

SECTION 6: UPDATES AND MODIFICATIONS

6.1 Updates

C Tech may from time to time provide Updates to the Software. All Updates shall be deemed part of the Software and subject to the terms of this Agreement. C Tech has no obligation to provide any Updates or to continue to provide or enable any particular features or functionalities.

6.2 Modifications

C Tech reserves the right to modify, suspend, or discontinue, temporarily or permanently, any features of the Software or any service to which it connects, with or without notice and without liability to Customer, except that discontinuing the Online Licensing Service for a current subscription is governed by Section 16.5.

6.3 Prior Versions

This Agreement grants no right to run any particular prior version of the Software. Customers with a current Floating, Enterprise, or University Enterprise subscription may run prior versions of EVS that the License Manager supports, as available and without guarantee. Whether a prior version of EVS runs with a Fixed license, including a dongle-based Fixed license, depends on the version, and C Tech does not guarantee that it will. Online licenses authorize use of any version only during a current Subscription Term. Subject to Section 12, Customer may choose not to install Updates that Customer deems inappropriate for its use.

6.4 New Functionality Fees

C Tech reserves the right to set fees for new functionality offered in new releases of the Software. License transfers to a different computer architecture or operating system may not be considered upgrades and may be subject to additional fees.

SECTION 7: INTELLECTUAL PROPERTY

7.1 Ownership

C Tech, on behalf of itself and its licensors, retains all right, title, and interest in and to the Software, including without limitation all copyrights, patents, trade secrets, and other proprietary rights. Nothing in this Agreement constitutes a waiver of C Tech's rights under any intellectual property laws.

7.2 Patent Restriction

Customer may not seek, and may not permit any other user to seek, a patent or similar right worldwide that is based on or incorporates any Software. This prohibition shall not apply to Customer's own proprietary technology except to the extent that the Software, or any portion thereof, is part of any claim or preferred embodiment in a patent application.

7.3 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 ("Feedback") provided by Customer with respect to the Software. Customer retains ownership of Feedback but acknowledges that C Tech may freely use such Feedback without obligation to Customer.

SECTION 8: CUSTOMER SUPPORT

8.1 Included Support

Software Updates and technical support are included in subscription fees for all paid EVS License Types. A current subscription provides unlimited Software Updates and unlimited technical support. Customers may contact support at support@ctech.com or by telephone at (941) 315-5740.

8.2 Coverage Hours

Technical support is provided Monday through Friday (U.S. holidays excluded) during C Tech's regular office hours and may be available at other times.

8.3 Scope of Support

Technical support is limited to responding to how-to questions regarding the Software. It does not include creating customized applications, reviewing or working with Customer's data files, or providing assistance with Customer's Python scripts. C Tech will make reasonable efforts to provide workarounds and corrections for identified bugs, but some bugs may require a new Software version, and C Tech cannot guarantee the availability or timing of future versions.

8.4 Supported Versions

Support is limited to the past three Software versions or any version released within the past two years from the date of inquiry, whichever is more restrictive. C Tech reserves the right to decline support for any version that contains critical flaws addressed by a subsequent release.

8.5 Consulting Services

Support requests outside the scope of included support may be addressed through C Tech's consulting services at additional cost. Contact sales@ctech.com for information.

8.6 Replacement of Hardware Dongles and Registered Devices

(a) Hardware Dongles. Prior to validation, lost hardware dongles are subject to a $100 USD replacement charge. After validation, lost or stolen hardware dongles are subject to a replacement charge of $200 plus 30% of the prorated remainder of the Subscription Term, and require written certification from Customer that the dongle is lost or stolen and, if found, will be returned to C Tech. Malfunctioning hardware dongles handled in accordance with installation instructions will be replaced at no cost during the first year and are subject to a $100 USD replacement charge thereafter. All hardware dongle replacement costs are exclusive of applicable shipping charges.

(b) Registered Devices. Registered Devices for online Fixed licenses may be replaced in accordance with the Licensing Policy. Replacements beyond the allowances in the Licensing Policy require approval from C Tech and may be subject to fees. Enterprise and University Enterprise Licenses have no limit on Registered Devices.

SECTION 9: DATA COLLECTION AND PRIVACY

9.1 Privacy Policy

C Tech collects, stores, maintains, and shares information about Customer in accordance with its Privacy Policy, available at https://ctech.com/privacy-policy/. By accepting this Agreement, Customer consents to the terms of C Tech's Privacy Policy.

9.2 Data Collected

The Software incorporates Internet-based services that transmit certain information to C Tech or its service providers. Data collected may include: Internet protocol address, operating system type, hardware configuration, browser type, name and version of the Software in use, usage patterns, and error or crash data. C Tech uses this information to provide and improve its technical support, products, and services.

9.3 Account and Licensing Data

For each C Tech Account, C Tech collects and stores the account holder's name, email address, Organization membership, and role in the Organization. Sign-in to C Tech Accounts is provided through Amazon Cognito, a service of Amazon Web Services, and may use a single sign-on identity provider designated by Customer's Organization. The License Manager stores sign-in credentials on Customer's computer in Windows Credential Manager.

When the License Manager registers a computer as a Registered Device, it sends C Tech the device name, a public key generated on that computer, and a limited set of hardware characteristics used to display and recognize the device. The private key does not leave the computer.

While the Software is in use, and periodically while the License Manager is running, the License Manager contacts the Online Licensing Service to authorize and renew licenses. Each contact records the C Tech Account, Registered Device, product, time, and Internet protocol address. C Tech retains Registered Device and licensing history, including the history of removed or replaced devices, to administer the Licensing Policy. Account and licensing data is stored on Amazon Web Services infrastructure.

9.4 Visibility to Organization Administrators

Organization Administrators of Customer's Organization can view the names and email addresses of the Organization's members, their roles and Assignments, and summaries of their use of the Organization's licenses, including when each member's licensing last contacted the Online Licensing Service, whether an

online Fixed or Floating license is in use, and recent refusals because no license was available. For Enterprise and University Enterprise Licenses, these summaries show when licenses were last renewed, not each use of the Software. C Tech may make additional information about members' use of the Organization's licenses, including their Registered Devices, available to Organization Administrators, and will describe it in the Licensing Policy. When an Authorized User's C Tech Account joins an Organization, this information becomes visible to that Organization's Organization Administrators.

9.5 Error Reporting

The Software automatically transmits error and crash reports to C Tech via Raygun Limited ("Raygun"), a third-party error monitoring service. C Tech uses Raygun's client-side API to strip personally identifiable information from error reports prior to transmission. Error reports contain only technical diagnostic data, including the state of the Software and the Customer's system at the time of the error, and may occasionally include information about other programs interacting with the Software. No personally identifiable information, Customer data files, or proprietary content is intentionally included in error reports. Raygun stores data on Amazon Web Services infrastructure in the United States (US-East-1 region). Raygun maintains compliance with GDPR, CCPA, HIPAA, and PCI standards, and encrypts all data in transit using industry-standard TLS. C Tech's use of Raygun is governed by a data processing agreement between C Tech and Raygun. For details on Raygun's privacy and security practices, see https://raygun.com/privacy and https://raygun.com/security.

9.6 Opt-Out

In compliance with applicable privacy regulations, including GDPR, the Software provides the ability to opt out of Internet-based data collection services, including error reporting. The licensing communication described in Section 9.3 is required for every License Type that uses the Online Licensing Service and cannot be disabled. Presentation mode sends no licensing communication, and a dongle-based Fixed license sends none unless a C Tech Account is signed in. By using these features without opting out, Customer consents to the transmission of such information.

9.7 Data Protection

C Tech processes personal data in accordance with applicable data protection laws, including the General Data Protection Regulation (GDPR) and the California Consumer Privacy Act (CCPA). C Tech processes limited personal data as necessary for C Tech Accounts, license management, support delivery, and Software improvement. For data subject access requests, deletion requests, or other privacy inquiries, Customer may contact C Tech at privacy@ctech.com.

9.8 Use of Information

C Tech may use collected data, including error reports, to improve the Software and related services. C Tech may share aggregated, non-personally-identifiable data with hardware and software vendors to improve interoperability with C Tech products.

SECTION 10: THIRD-PARTY SERVICES AND COMPONENTS

10.1 Third-Party Services

The Software may display, include, or make available third-party content, or provide links to third-party websites or services ("Third-Party Services"). C Tech shall not be responsible for any Third-Party Services, including their accuracy, completeness, timeliness, validity, legality, or quality. Third-Party Services are provided solely as a convenience, and Customer accesses and uses them at its own risk and subject to such third parties' terms and conditions.

10.2 MrSID Software

Portions of the Software are copyright © 1995–2010 Celartem, Inc., doing business as LizardTech. All rights reserved. MrSID is protected by U.S. Patent No. 5,710,835. Foreign patents pending.

SECTION 11: PROPRIETARY DATA AND CONFIDENTIALITY

This Agreement does not constitute a Non-Disclosure Agreement (NDA). It is C Tech's standard policy not to disclose Customer data to third parties. However, Customer should not provide sensitive data files or other proprietary data to C Tech during the course of technical support. C Tech will not execute an NDA solely to comply with technical support requirements. Any work requiring an NDA will be classified as consulting services and may only be performed if C Tech verifies it has no conflicts.

Neither this Agreement nor any such NDA shall bind C Tech to exclusivity unless specifically agreed to in writing.

SECTION 12: NO WARRANTIES

THE SOFTWARE IS PROVIDED "AS IS" AND "AS AVAILABLE" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, C TECH, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SOFTWARE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE.

WITHOUT LIMITATION TO THE FOREGOING, C TECH PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND, THAT THE SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE OR SYSTEMS, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS, OR BE ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

WITHOUT LIMITING THE FOREGOING, NEITHER C TECH NOR ANY OF ITS PROVIDERS MAKES ANY REPRESENTATION OR WARRANTY: (I) AS TO THE OPERATION OR AVAILABILITY OF THE SOFTWARE, OR THE INFORMATION, CONTENT, AND MATERIALS INCLUDED THEREIN; (II) THAT THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE; (III) AS TO THE ACCURACY, RELIABILITY, OR CURRENCY OF ANY INFORMATION PROVIDED THROUGH THE SOFTWARE; OR (IV) THAT THE SOFTWARE, ITS SERVERS, OR E-MAILS SENT FROM OR ON BEHALF OF C TECH ARE FREE OF VIRUSES, SCRIPTS, TROJAN HORSES, WORMS, MALWARE, OR OTHER HARMFUL COMPONENTS.

The Online Licensing Service is provided without any commitment of availability, uptime, or response time. When the Online Licensing Service cannot be reached, Software that requires it may run only within the applicable Offline Period, and Floating licenses stop when their current authorization ends. C Tech shall have no liability for any inability to use the Software caused by unavailability of the Online Licensing Service, by Customer's Internet connectivity, or by the end of an Offline Period.

The Software is a mathematical modeling tool intended to assist Customer in characterization, development, and design processes and requires considerable skill and judgment for correct use and interpretation of results. The Software is not intended to replace rigorous model confirmation, sound engineering judgment, or quality checking of all results.

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 13: LIMITATION OF LIABILITY AND INDEMNIFICATION

13.1 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 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 OR THE USE OF THE SOFTWARE.

13.2 Aggregate Liability Cap

In no event shall C Tech's, its affiliates', and its technology suppliers' aggregate liability to Customer under this Agreement exceed: (a) for Software provided for a fee (excluding C Tech EVS AI Skills), the license fees attributable to the twelve (12) month period immediately preceding the event giving rise to the claim, regardless of when such fees were actually paid; and (b) for C Tech EVS AI Skills, EVS Demo, and Presentation mode, zero dollars ($0), as such Software is provided free of charge, without warranty, and entirely at Customer's risk as set forth in Sections 4.1, 4.2, and 4.8. For the avoidance of doubt, C Tech's total liability for C Tech EVS AI Skills, EVS Demo, and Presentation mode shall not exceed zero dollars ($0) regardless of the form of action or theory of liability.

13.3 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 ("Losses") arising out of or related to Customer's use of the Software or any breach of this Agreement by Customer or its employees, agents, or authorized representatives.

13.4 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.

SECTION 14: CLAIMS OF INFRINGEMENT

14.1 Indemnification by C Tech

C Tech will defend or settle at its own expense any action brought against Customer to the extent it is based on a claim that the Software infringes a United States or Canadian patent or copyright, and will pay any costs and damages finally awarded against Customer attributable to such claim, subject to the following conditions: (i) Customer promptly notifies C Tech in writing and reasonably cooperates in the defense; (ii) C Tech has sole authority and control over such defense and any settlement; and (iii) should the Software become, or in C Tech's opinion be likely to become, the subject of such a claim, Customer will permit C Tech, at its option and expense, to procure for Customer the right to continue using the Software, to replace or modify it so that it becomes non-infringing, or to grant Customer a credit for the Software as depreciated on a three-year straight-line basis and accept its return.

14.2 Limitations on Infringement Claims

C Tech shall have no liability for infringement claims based upon or resulting from: (i) combination of the Software with any product not furnished by C Tech; (ii) modification of the Software by a party other than C Tech; (iii) Customer's failure to install Updates as instructed by C Tech; or (iv) use of the Software as part of any infringing process. This section states C Tech's entire liability with respect to infringement claims.

SECTION 15: IDENTIFICATION AS CUSTOMER

C Tech may publicly reference Customer's organization as a C Tech customer on its website or in communications. C Tech will not express any false endorsement or partnerships. Customer grants C Tech a limited license to use Customer's trademarks or service marks for this purpose. Customer may notify C Tech at any time to request removal of such references, and C Tech will use best efforts to comply.

SECTION 16: TERM AND TERMINATION

16.1 Term

This Agreement takes effect when Customer accepts it and remains in effect while Customer holds any license to, or uses, the Software, until terminated under this Section. Each subscription runs for its Subscription Term.

16.2 Expiry of Subscriptions

Each subscription ends at the end of its Subscription Term unless renewed. C Tech may decline to renew any subscription in its sole discretion. When a subscription ends, licensed use under it ends and the Online Licensing Service stops authorizing it. Customer's other current subscriptions continue, and the end of an add-on subscription, such as the 3D PDF Converter Add-On, ends only that add-on. When Customer holds no current paid subscription that authorizes a use, the Software remains usable for it only in Presentation mode, or as EVS Demo with a C Tech Account, subject to Section 4.

16.3 Suspension

C Tech may suspend any C Tech Account, Registered Device, or subscription immediately, with or without notice, (i) if C Tech reasonably believes suspension is needed to protect the security or integrity of the Software or the Online Licensing Service, including in the case of compromised credentials or suspected misuse, (ii) if Customer fails to pay amounts when due, or (iii) during any cure period under Section 16.4. Suspension continues until C Tech determines that its cause is resolved. Suspension is not termination, and a Subscription Term is not extended by any period of suspension.

16.4 Termination by C Tech for Breach

If Customer breaches this Agreement and the breach can be cured, C Tech will provide sixty (60) days written notice, during which Customer may cure the breach. If Customer does not cure the breach within that period, C Tech may terminate this Agreement or any affected subscription. C Tech may terminate this Agreement immediately by written notice, without a cure period, if Customer (i) tampers with, bypasses, or circumvents any license management system or licensing limit, (ii) shares C Tech Account credentials in violation of Section 2.3, (iii) violates Section 18.5, or (iv) fails to pay amounts when due. No fees are refunded upon termination under this Section 16.4.

16.5 Termination by C Tech Without Cause

C Tech may terminate this Agreement or any subscription at any time and for any reason by notice to Customer, effective immediately. In that case, C Tech will refund the portion of prepaid fees attributable to the remainder of the Subscription Term of each affected subscription. This refund is Customer's sole remedy for termination under this Section 16.5.

16.6 Termination by Customer

Customer may terminate this Agreement at any time by ceasing all use of the Software, deleting the Software and all copies thereof from all computers and devices, and asking C Tech to close Customer's Organization. An individual who uses the Software only in Presentation mode or as EVS Demo, and who does not belong to a customer Organization, may instead terminate this Agreement by ceasing all use of the Software, deleting it, and closing the individual's C Tech Account. Fees already paid are not refunded.

16.7 Effect of Termination

Upon termination of this Agreement, C Tech will revoke Customer's subscriptions and retire its Registered Devices in the Online Licensing Service, and Customer shall immediately cease all use of the Software and delete all copies. Upon termination of a single subscription, C Tech will revoke only that subscription, Customer shall immediately cease the use that subscription authorized, and this Agreement and Customer's other subscriptions continue. Authorization already stored on a Registered Device may continue to operate until its Offline Period ends, and Customer shall not use it after termination. C Tech retains account and licensing data as described in its Privacy Policy. Termination shall not limit any of C Tech's rights or remedies at law or in equity in the case of breach by Customer during the term of this Agreement.

16.8 Survival

Sections 1 (Definitions), 2.2 (Restrictions), 3.2 (Payment), 7 (Intellectual Property), 9 (Data Collection and Privacy), 11 (Proprietary Data), 12 (No Warranties), 13 (Limitation of Liability and Indemnification), 14

(Claims of Infringement), 18 (General Provisions), and this Section 16.8 shall survive termination of this Agreement.

SECTION 17: FORCE MAJEURE

Neither party shall be liable for any failure or delay in performing its obligations under this Agreement where such failure or delay results from any cause beyond the reasonable control of that party, including but not limited to acts of God, natural disasters, pandemics, government actions, war, terrorism, labor disputes, power failures, Internet or telecommunications failures, or cyberattacks. The affected party shall promptly notify the other party of the force majeure event and shall use commercially reasonable efforts to mitigate its effects.

SECTION 18: GENERAL PROVISIONS

18.1 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.

18.2 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.

18.3 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 Software 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.

18.4 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.

18.5 Export Compliance

Customer may not export or re-export the Software except as authorized by United States law and the laws of the jurisdiction in which the Software was obtained. Without limitation, the Software 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 Software, 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.

18.6 U.S. Government End Users

The Software 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. The Software is 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.

18.7 U.S. Government Restricted Rights

Use, duplication, or disclosure of the Software by the Government is subject to restrictions set forth in DFARS 252.227-7202.3 and 48 CFR 52.227-19, as applicable.

18.8 Training

C Tech provides workbooks and free video tutorials for intermediate-level self-taught training. Premium training content, including advanced training videos and online training, is accessed at ctech.com by signing in with a C Tech Account, and organization-wide access is available to every Authorized User whose C Tech Account is a member of Customer's Organization. (i) All premium training content is available at C Tech's then-prevailing rates at ctech.com. (ii) Enterprise and University Enterprise Customers with current subscriptions receive unlimited organization-wide access to all premium training materials at no additional cost. (iii) EVS Fixed and Floating License Customers may pay an additional fee of 10% of their total annual subscription fees to receive unlimited organization-wide access to premium training materials for the same Subscription Term.

18.9 Consent for Internet-Based Services

The Software incorporates Internet-based services as described in Section 9, including the Online Licensing Service. C Tech may revise or cancel these services at any time, subject to Section 16.5 for the Online Licensing Service. By using these features, Customer consents to the transmission of information as described in Section 9. Customer will not receive a separate notice each time a connection is made.

SECTION 19: AMENDMENTS

C Tech reserves the right to modify or replace this Agreement at any time, as it applies to new Software releases. C Tech may present a revised Agreement for acceptance when the Software is installed or when a user signs in to a C Tech Account. By accepting the revised Agreement, or by continuing to use the Software after revisions become effective, Customer agrees to be bound by the revised terms. If Customer does not agree to the new terms, Customer is no longer authorized to use the Software.

C Tech may update the Licensing Policy from time to time. A revision of this Agreement or the Licensing Policy that reduces Customer's rights does not apply to the Software version Customer is using until the earlier of the next renewal of the affected subscription or Customer's first use of a Software release that includes the revised terms. Any other change applies when published.

Customers with a modified and mutually executed version of this Agreement will not be bound by Agreement changes during the twelve (12) month period following execution, except as the new Agreement applies to features not covered by the modified Agreement.

An authorized representative of C Tech must approve and countersign any revisions to C Tech's payment terms or this Agreement in writing.

SECTION 20: ORDER OF PRECEDENCE

If there is a conflict among the terms and conditions in documents provided by Customer and C Tech, the descending order of precedence shall be: (1) This License Agreement; (2) the Licensing Policy; (3) C Tech's Enterprise License Staff Level Certification (if applicable); (4) C Tech's University Certification (if applicable); (5) the terms of use of C Tech's website, as they apply to C Tech Accounts; (6) Customer's Purchase Order and associated Terms and Conditions.

SECTION 21: ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between Customer and C Tech regarding Customer's use of the Software and supersedes all prior and contemporaneous written or oral agreements. Customer may be subject to additional terms and conditions that apply when purchasing or subscribing to other C Tech products or services.

SECTION 22: CONTACT INFORMATION

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

C Tech Development Corporation
5846 So. Flamingo Rd. #180

Cooper City, FL 33330
Email: sales@ctech.com
Phone: (941) 315-5740
Privacy Inquiries: privacy@ctech.com