

## **Spatial Data Analytics Inc. End User Licence Agreement (EULA)**

This End User Licence Agreement (the “Agreement” or “EULA”) is a legal contract between Spatial Data Analytics Inc. (“SDAI”, the “Vendor”) and the customer or end user (“Licensee” or “Authorized End User”) identified in an invoice, order, or other licensing document. By installing, accessing, or using the SDAI software or services, the Licensee agrees to be bound by the terms of this Agreement.

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### **1. Licence Grant**

1.1 Subject to the terms of this Agreement and payment of applicable licence fees, SDAI grants the Licensee a non-exclusive, non-transferable, non-assignable, limited licence (the “Licence”) to use SOLV3D or other software products and related applications (the “Software”) or related services (the “Services”) solely for the Licensee’s internal business purposes.

1.2 If the Licensee has acquired a Desktop (SOLV3D Studio) or Server Licence (SOLV3D Private Cloud) SDAI grants the Licensee the right to install and use the Software on a designated hardware subject to the any licensed limits on computer hardware, data storage, distributed deployment, or authorized users.

1.3 The Software and Services are licensed, not sold. No ownership rights are transferred to the Licensee.

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### **2. Use Restrictions**

2.1 The Licensee may not:

- Copy, distribute, rent, lease, lend, sub-license, or transfer the Software, Services, or rights granted under this Agreement to any third party without SDAI’s prior written consent.
- Modify, adapt, translate, reverse-engineer, decompile, or disassemble the Software or Services.
- Store or make the Software or Services available on a network for use by more users than authorized by SDAI in writing.
- Use the Software or Services to develop or derive any other software, web application, or commercial service without express written authorization from SDAI.

2.2 The Licensee shall maintain the confidentiality of the Software and Services and use its best efforts to prevent unauthorized disclosure, reproduction, or use. The Licensee must immediately notify SDAI of any suspected unauthorized use.

2.3 Trial, beta, or evaluation versions of the Software are provided solely for evaluation and expire after fourteen (14) days unless extended in writing by SDAI.

2.4 Educational licences may only be used for non-commercial educational purposes.

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### 3. Intellectual Property

3.1 SDAI and its licensors retain all title, copyright, trade secrets, and other intellectual property rights in the Software and Services. This Agreement grants only a licence to use, and does not transfer ownership.

3.2 The Licensee acknowledges the Software and Services embody proprietary technology, trade secrets, and confidential information of SDAI and its suppliers.

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### 4. Licence Fees

4.1 The licence fee as set forth in the Vendor's invoice or order form determines the duration, scope, and extent of the Licence granted.

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### 5. Warranties and Disclaimers

5.1 The Software and Services are provided "AS IS" without warranty of any kind. SDAI expressly disclaims all warranties, whether express, implied, statutory, or otherwise, including but not limited to warranties of merchantability, fitness for a particular purpose, uptime, accuracy, or non-infringement.

5.2 SDAI does not warrant that the Software or Services will be error-free or uninterrupted. The Licensee accepts that software generally may contain bugs or errors within industry-standard tolerances.

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### 6. Limitation of Liability

6.1 To the maximum extent permitted by law, SDAI liability shall not exceed the licence fees paid by the Licensee for the Software or Services giving rise to the claim.

6.2 In no event shall SDAI be liable for indirect, incidental, special, consequential, punitive, or exemplary damages, including but not limited to loss of profits, revenue, data, or business opportunity, even if advised of the possibility of such damages.

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### 7. Indemnification

The Licensee agrees to defend, indemnify, and hold harmless SDAI, its affiliates, directors, employees, agents, and partners from any claim, action, proceeding, loss, damage, cost, expense, or liability (including legal fees) arising from:

- The Licensee's breach of this Agreement;
  - Misuse or unauthorized use of the Software or Services;
  - Any false or inaccurate representation or warranty made by the Licensee.
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### 8. Term and Termination

8.1 This Agreement begins upon installation or first use of the Software or Services and continues for the licence term specified in the applicable invoice or order.

8.2 This Agreement terminates automatically if the Licensee breaches any provision. Upon termination, the Licensee must immediately cease using the Software and Services and return or destroy all copies, certifying such destruction in writing if requested.

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## **9. Audit Rights**

SDAI reserves the right, upon reasonable notice, to audit the Licensee's use of the Software and Services to verify compliance with this Agreement.

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## **10. Data Privacy & Security**

The Licensee is solely responsible for the accuracy, quality, legality, and appropriateness of all data it submits or stores using the Services. SDAI shall implement reasonable administrative, technical, and physical safeguards designed to protect Licensee data; however, the Licensee acknowledges that no system is entirely secure.

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## **11. Updates, Patches, and Support**

SDAI may, at its discretion, provide updates, patches, or new versions of the Software. Unless expressly stated in writing, such updates are governed by this Agreement and do not include future products or modules that SDAI may separately license. Support and maintenance are provided only under a separate agreement, if purchased.

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## **12. Survival Clause**

The provisions relating to intellectual property, confidentiality, indemnification, limitations of liability, and any other provisions which by their nature should survive termination shall remain in full force and effect after termination of this Agreement.

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## **13. Force Majeure**

SDAI shall not be liable for any failure or delay due to causes beyond its reasonable control, including but not limited to natural disasters, war, terrorism, labor disputes, internet failures, or government restrictions.

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## **14. Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta, Canada, without regard to conflict-of-law principles. The parties submit to the exclusive jurisdiction of the courts of Alberta.

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## 15. Miscellaneous

15.1 This Agreement constitutes the entire agreement between the parties with respect to the Software and Services, superseding all prior oral or written understandings.

15.2 No modification shall be valid unless in writing and signed by both parties.

15.3 The Agreement may not be assigned by the Licensee without SDAI prior written consent. Any unauthorized assignment shall be void.

15.4 If any provision is found invalid or unenforceable, the remaining provisions shall remain in full force.

15.5 Headings are for convenience only and shall not affect interpretation.

15.6 This Agreement is binding upon the parties and their successors and permitted assigns.

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## 16. Notices

All notices to SDAI shall be sent to:

**Spatial Data Analytics Inc.**  
180 Northfield Drive West, Unit #4  
1st Floor, Waterloo, Ontario,  
N2L 0C7, Canada

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## 17. Acceptance

The Licensee's installation, access, or use of the Software or Services constitutes acceptance of this Agreement.