<u>Geotec</u> by Sobek Technologies Inc. Copyright © 1994 - 2025. All rights reserved.

END-USER LICENSE AGREEMENT FOR SOBEK TECHNOLOGIES INC.'S Geotec Software IMPORTANT NOTICE - READ CAREFULLY

Please read this End-User License Agreement (EULA) carefully before installing or using Geotec. By selecting the "Accept" option and downloading the software product or by installing, accessing, copying or using the software product, you accept and agree to be bound by the terms of this agreement. You must agree to all the terms of this agreement before accepting. If you do not agree to all the terms of this agreement, you must select "Decline" and you must not install, access, copy or use the software product.

This EULA is a legal agreement between you, the Licensee, and Sobek Technologies Inc. (Sobek) for the software product(s) accompanying this EULA, which include(s) computer software and may include "online" or electronic documentation, associated media, and printed materials.

A - DEFINITIONS.

Date of Purchase means the date an individual, removable or network license was purchased, and a LID was provided to the user, if applicable.

Documentation means the user guide, help information and/or other documentation provided by Sobek with the Software. **EULA** means end-user license agreement.

GeoPlus Contract means the right to receive one (1) year of updates and technical support provided that the fees are paid by the Licensee to Sobek for the contract.

Individual License means a license that can be used on one computer only. It is possible to use Geotec through remote desktop connection, but for one user only. The individual license can be moved to another workstation a maximum of twice per year. The LID for an individual license starts with W.

License means access to the use of Geotec. A license can be individual, removable or network.

Licensee means the User, together with the business or other entity for which the Software is obtained.

Licensor means Sobek Technologies Inc. 4205 Northcliffe, Montreal, Quebec, Canada H4A 3L2 and its subsidiaries (collectively, "Sobek").

LID is a license identification provided by Sobek. The LID is a unique code consisting of alphanumerical characters. The LID established the type (individual, removable, network or trial) and duration (subscription or perpetual) of the license.

Module means the six software programs of Geotec: DBM, Lab, Log, Pro, Site and Time, one or several licenses of which can be purchased separately.

Network License means a license that can be used from any computer. The number of concurrent users corresponds to the number of licenses purchased, per module. The number of licenses per module can be different. The LID for a network license starts with N.

Perpetual means the access to the software for an unlimited period, the license belonging to you. The perpetual licenses allow the use of Geotec versions dated prior to the expiry date of the GeoPlus contract.

Removable License means a license that can be used on one workstation at a time. It remains associated to the workstation until it is deactivated by the user. It then becomes available for another workstation. There is no limit to the number of moves. The LID for a removable license starts with R.

Software means any Licensor computer program (in object code) accompanying this EULA.

Subscription means the use of the purchased modules for the duration of the subscription, after which you no longer have access to the software. The GeoPlus contract is included for the duration of the subscription.

Technical Support means the assistance to the users by telephone, emails or online meeting software for answers to precise questions regarding software operations.

Updates means any patch, modification or new version of the Software delivered to the Licensee pursuant to the GeoPlus Contract.

User means you, the individual who accepts this EULA, not any other person.

B - GRANT OF LICENSE. Subject to the terms and conditions set forth in this EULA, Sobek grants you a non-exclusive, non-transferable, non-sublicensable right and license to use Geotec. An <u>individual license</u> is limited to the use of the Geotec modules on one computer. The individual license can be moved to another computer a maximum of twice per year. A <u>removable license</u> is limited to the use of the Geotec modules on one computer at a time. When the user is ready, he can deactivate his removable license so it available for another computer. There is no limit to the number of moves. A

network license can be used on any computer. It is limited to one concurrent user, for each purchased license of a Geotec module. All updates are deemed to be part of the Software, and are subject to this EULA. They can be downloaded and used if the GeoPlus Contract is in due form.

After downloading Geotec, you may not: (1) distribute, rent, transfer, lend, lease, sublease, or sublicense all or any portion of Geotec; (2) modify or prepare derivative works based on Geotec; or (3) reverse engineer, decompile, or disassemble Geotec. You agree to keep confidential and use your best efforts to prevent and protect the contents of Geotec from unauthorized disclosure or use. You are responsible for the installation, management, operation, and results obtained from Geotec.

- **C COPYRIGHT**. The Software is the intellectual property of and is owned by Sobek. The structure, organization and code of the Software are the valuable trade secrets and confidential information of Sobek. The Software is protected by law, including without limitation the copyright laws of Canada and other countries, and by international treaty provisions. Except as expressly stated herein, this EULA does not grant you any intellectual property rights in the Software and all rights not expressly granted are reserved by Sobek. Except as otherwise noted in this EULA, you shall not cause or permit unauthorized copying, reproduction, or disclosure of any portion of the Software, or any Documentation, or the delivery or distribution of any part thereof to any third person or entity, for any purpose whatsoever, without the prior written permission of Sobek. You may not reverse engineer, decompile, disassemble, or otherwise analyze the Software, or knowingly allow others to do so. Any person who does not respect these rules is guilty of infringement and is punishable by law.
- **D UPDATES**. Sobek creates updated versions of the Software. These updates are available on Sobek's website to the Licensee. If the Licensee has a GeoPlus Contract in due form, the Licensee may download and use the updates of the Software. Without payment of the fees of the GeoPlus Contract, only the versions dated prior to the expiration of the Contract will be functional. It is the responsibility of the Licensee to ensure that the date of the updated version is prior to the expiration date of the Contract, because even though it can be downloaded, the updated version will be not usable.
- **E. TECHNICAL SUPPORT SERVICES**. Sobek may provide you with Technical Support services related to the Software. Any supplemental items including documentation and style files provided to you as part of the Technical Support services shall be considered part of the Software and subject to the terms and conditions of this EULA. With respect to technical information you provide to Sobek as part of the support services, Sobek may use such information for its business purposes, including for product support and development. Sobek will not utilize such technical information in a form that personally identifies you, and Sobek will not use any confidential data without the consent of the Licensee. These Technical Support services are only available to the Licensee after payment of the fees of the GeoPlus Contract.
- **F. DISCLAIMER OF WARRANTY and LIMITATION OF LIABILITY**. The licensed Software and Technical Support services are provided "as is" without warranty of any kind. The Licensor does not warrant that the licensed products or support services will meet the Licensee's requirements or that they will be uninterrupted or error-free. To the fullest extent permitted by law, the Licensor hereby disclaims all other warranties, whether express or implied, oral or written, with respect to the licensed products and support services including, without limitation, all implied warranties of title, non-infringement, quiet enjoyment, integration, merchantability or fitness for any particular purpose and all warranties arising from any course of dealing, course of performance or usage of trade.

Under no circumstances shall Sobek be liable to you or any other party for indirect, consequential, special, incidental, punitive, or exemplary damages of any kind (including lost revenues or profits or loss of business) resulting from this EULA, or from the furnishing, performance, installation, or use of the Software, whether due to a breach of contract, breach of warranty, or the negligence of Sobek or any other party, even if Sobek is advised beforehand of the possibility of such damages. To the extent that the applicable jurisdiction limits Sobek's ability to disclaim any implied warranties, this disclaimer shall be effective to the maximum extent permitted.

- **G. GOVERNING LAW**. This EULA is governed by and construed in accordance with the laws of the Province of Quebec, Canada, without regard to its conflicts of law provisions.
- **H. SEVERABILITY**. If any provision of this EULA shall be deemed invalid or unenforceable, the remainder of this EULA shall remain in full force and effect. To the extent any express or implied restrictions are not permitted by applicable laws, these express or implied restrictions shall remain in force and effect to the maximum extent permitted by such applicable laws.
- **I. CONTACT**. Should you have any questions concerning this EULA, or if you desire to contact Sobek Technologies Inc. for any reason, please contact: Sobek Technologies Inc., 4205 Northcliffe, Montreal, Quebec, Canada H4A 3L2, genevieve@sobek-technologies.com