

**Geotec by Sobek Technologies Inc.**  
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**END-USER LICENCE AGREEMENT  
FOR SOBEK TECHNOLOGIES INC.'S Geotec Software  
IMPORTANT NOTICE - READ CAREFULLY**

Please read this End-User Licence 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.**

**Annual Support and Maintenance 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.

**Date of Purchase** means the date a USB licence or a network licence was purchased, and a PIN was sent to the user, if applicable.

**Date of Rental** means the date an individual licence was rented, and a PIN was sent 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 licence agreement.

**Individual Licence** means a licence installed on a single workstation and allows the temporary use of one or several modules of Geotec for a period of 1 month to 1 year, after which the module is not functional. The support and maintenance are included for the rental period. An individual licence requires a Workstation Licence File provided by Sobek.

**Licence** means access to the use of Geotec. A licence can be individual, USB 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").

**Module** means the seven software programs of Geotec: Dam, DBM, Lab, Log, Pro, Site and Time, which can all be purchased separately.

**Network Licence** means a licence installed on a server computer and accessible from all computers connected to the server. Each network licence allows one concurrent user, for each module purchased. A network licence requires a Network Licence File provided by Sobek. The network licence gives access to an unlimited use of the current version of Geotec at the expiry date of the annual support and maintenance contract (if applicable).

**Network Licence File** means the file provided by Sobek when a network licence is purchased. The file is saved on the server computer.

**PIN** is a personal identification number specific to each licensee and provided by Sobek.

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

**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 Annual Support and Maintenance Contract.

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

**USB Licence** means a licence that requires the use of a USB protection key connected to the computer for the purchased modules to be functional. The USB licence gives access to an unlimited use of the current version of Geotec at the expiry date of the annual support and maintenance contract (if applicable).

**USB Protection Key** is an encrypted USB key that must be connected to the computer for the purchased modules of Geotec to be active. The USB key is under the responsibility of the Licensee and Sobek is not responsible for its loss or breakage. An amount for shipping and handling fees will be charged to the Licensee for each USB key.

**Workstation Licence File** means the file provided by Sobek when an individual licence is rented. The file is saved on the workstation.

**B - GRANT OF LICENCE.** Subject to the terms and conditions set forth in this EULA, Sobek grants you a non-exclusive, non-transferable, non-sublicensable right and licence to use Geotec. An individual licence is limited to the use of the Geotec modules on the computer where the workstation licence file is installed. The Geotec modules are functional only for the period of the rental. A USB licence is limited to the use of the Geotec modules on the computer where the USB protection key is connected. A network licence is limited to one concurrent user, for each purchased module of Geotec, and installed on a server computer. All updates are deemed to be part of the Software, and are subject to this EULA. They can be downloaded and used if an Annual Support and Maintenance Contract is in due form; in which case, an update code is provided by Sobek to encrypt the USB protection key or a new network licence file is sent. The support and the maintenance are included with the purchase of an individual licence.

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**D - UPDATES.** Sobek creates updated versions of the Software. These updates are available on Sobek's website to the Licensee. If the Licensee has an Annual Support and Maintenance Contract in due form, the Licensee may download and use the updates of the Software. Without payment of the fees of the Annual Support and Maintenance Contract, only the last version downloaded before the expiration of the Contract will remain 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 Annual Support and Maintenance Contract.

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**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:

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