



GENERAL TERMS AND LICENSE AGREEMENT

These Terms apply to our Offerings and, if applicable, your account with Spatial Construx and constitute a binding contract between us.

By installing, copying, accessing, or otherwise using our Offerings, you agree to be bound by these Terms unless superseded by an Additional Agreement. If you do not agree to these Terms, you must not access or use our Offerings.

You agree to these Terms on behalf of the company or other legal entity for which you are acting (for example, as an employee or contractor) or, if there is no company or legal entity, on behalf of yourself as an individual (in either case, “You”). You represent and warrant that you have the right and authority (as well as the capacity—for example, you are of sufficient legal age) to act on behalf of and bind such entity (if any) and yourself. Additional capitalized terms are defined in these Terms, including in Section 12 (Definitions) below.

1. OFFERINGS

1.1 Rights to Offerings

For any Software (including and Update or Upgrades) that Spatial Construx makes available or delivers to You as a downloaded product without a subscription, Spatial Construx grants to You a non-exclusive, non-transferable, limited license (“License”) to install and use the Software for personal or internal business purposes on a single computer or device at a time, unless otherwise specified in writing.

For any Offering consisting of Software or a Cloud Service that Spatial Construx makes available or provides to You that requires a subscription, and subject to compliance with these Terms and all payment obligations, including any taxes and other fees, Spatial Construx grants to You a non-exclusive right to use the Offering (and permit Your Authorized Users to use the Offering) solely (a) during the subscription period, and (b) in accordance with these Terms and any applicable Additional Terms.

Except as expressly authorized by these Terms, or as otherwise expressly permitted in writing by Spatial Construx, You will not: (i) reproduce, modify, adapt, translate, port, or create derivative works of all or any portion of any Offering, except as expressly permitted by applicable law notwithstanding a contractual prohibition to the contrary, or (ii) sublicense, transfer, distribute, transmit, sell, lease, rent, loan, or otherwise make available all or any portion or functionality of any Offering to a third party (whether on a service bureau basis or otherwise).

1.2 Access to Software and Cloud Services

Subject to compliance with these Terms, Spatial Construx may make Offerings available to You through Your account or other electronic means. Spatial Construx will not be liable for any losses or other liability incurred by You or others due to sending Your account information to an incorrect address. You may be required to log into Your account or provide Spatial Construx additional information to activate, access, or use an Offering. Some Offerings may cause Your computers or other devices to automatically connect to the internet (intermittently or on a regular basis)—for example, to validate the proper use of Your subscription, to back up data, or to provide You with access to services or download and install Updates or Upgrades, all without further notice to You. You and Your Authorized Users agree to such connection and to validation of Your subscription and to the automatic downloading and installation of Updates



and Upgrades. You may not be able to adjust Your Update or Upgrade settings for certain Offerings, including those for which automatic Updates or Upgrades are required for operation or security of the Offering.

1.3 Your Account

In order to access certain Offerings, in whole or in part, You may need apply for an account with Spatial Construx. You are responsible for anyone who obtains, accesses, or uses Offerings through You or Your account (including Your Authorized Users) and their compliance with these Terms as though each of them is You. In certain cases, Your Authorized Users may be required to set up individual accounts or agree to applicable terms in order to obtain, access, or use Offerings, but You remain responsible. You also agree to secure and not share user IDs or passwords (except with authorized account administrators).

2. TRAIL VERSIONS

Spatial Construx may make available or deliver Offerings (or features of an Offering) described as “not for resale,” “free,” “evaluation,” “trial,” “pre-release,” “beta,” or another similar designation (collectively, “Trial Versions”). Except as expressly set forth in the Documentation for the Trial Version, (a) you may access or use the Trial Version only for a period of 30 days from download or receipt, (b) Your use will be limited to non-commercial evaluation purposes, (c) the use of a Trial Version will be only by You as an individual or, if You are an entity, by one named employee. Notwithstanding any other provisions in these Terms, (i) Spatial Construx makes no commitments with respect to Trial Versions, including any commitment to continue any Trial Version or to convert any Trial Version into an Offering; (ii) Spatial Construx constantly conducts research to improve our Offerings and makes no commitment that such research will be commercially released in an Offering; and (iii) Trial Versions may contain code that is not fully tested, including errors and faults that may cause total data loss or system failure. Subscriptions to Trial Versions do not include subscription Benefits, and Spatial Construx reserves the right, without any further notice, to end any Trial Versions at any time.

3. FEEDBACK

If You provide Spatial Construx with ideas for improvement, suggestions, or other feedback (collectively, “Feedback”), You hereby grant to Spatial Construx a non-exclusive, transferable, irrevocable, worldwide, royalty-free license (with rights to sublicense) to make, use, sell, offer to sell, reproduce, modify, distribute, make available, publicly display and perform, disclose and otherwise exploit the Feedback and any Offerings using the Feedback.

4. YOU OWN YOUR WORK

You will retain Your ownership rights to files, designs, models, data sets, images, documents or similar material created by You (or Your Authorized Users) and submitted or uploaded to an Offering by You (or Your Authorized Users).

5. USE OF YOUR CONTENT

In order for You to access or use certain Offerings, or for Spatial Construx to provide You with certain services, You may wish to upload or otherwise share Your Content. Spatial Construx personnel will not use Your Content except (a) at Your request, or with Your consent; (b) in connection with providing and improving Offerings (including maintaining, securing, updating, or otherwise modifying Offerings); or (c) in connection with legal obligations, enforcement, investigations, or proceedings. Spatial Construx may block or remove Your Content for any reason, including non-compliance with these Terms. When You provide or make accessible



Your Content, You authorize Spatial Construx and its designees to use, reproduce, modify, distribute and make available Your Content in connection with providing Offerings and the other activities contemplated by these Terms.

You are responsible for ensuring that (i) Your Content and its use with any Offering comply with all applicable laws and regulations and these Terms, (ii) Your Content will not infringe or misappropriate any intellectual property or proprietary rights of any person, and (iii) You secure backup copies of Your Content at all times. You acknowledge that online services may suffer disruptions or outages, and You may not be able to retrieve Your Content as a result.

You will indemnify and hold harmless (and, at Spatial Construx's request, defend) Spatial Construx against any and all losses, liabilities, expenses (including reasonable attorneys' fees) suffered or incurred by Spatial Construx by reason of any claim, suit or proceeding arising out of or relating to (1) Your Content; (2) Your (including Your Authorized Users') use of Offerings, including any Output or other results produced by such use; and (3) Your (including Your Authorized Users') breach of these Terms (including any Additional Agreement, or other applicable terms).

6. SPATIAL CONSTRUX PROPRIETARY RIGHTS

You acknowledge and agree that Spatial Construx and its licensors and suppliers will have ownership of and all rights with respect to (a) the Offerings, Documentation, and other information or material made available to You by Spatial Construx, including any copies of the foregoing, (b) any materials or other information based on, derived from, or otherwise using any of the foregoing (including Metrics), and (c) all rights under trade secrets, copyrights, trademarks, patents, and any other intellectual property or proprietary rights relating to any of the foregoing. The structure and organization, the underlying algorithms and other internals, the protocols, data structures and other externals, and the source code of the Offerings constitute proprietary and confidential information of Spatial Construx, and You will not disclose such information to third parties, or use such information for any purpose other than as required for ordinary-course access to and use of the Offerings as set forth in these Terms, without prior written consent. You will not access or attempt to access the Offerings by any means other than the interface Spatial Construx provides or authorizes. You will not engage in any decompiling, disassembling, or other reverse engineering, or otherwise attempt to discover, learn, or study the structure or organization, underlying algorithms or other internals, protocols, data structures or other externals, or the source code of the Offerings, except as expressly permitted under applicable.

You have only the rights expressly granted to You under these Terms. All rights not expressly granted are reserved by Spatial Construx and its licensors and suppliers.

You will not take any action, or authorize, encourage, or assist any third party to take any action, inconsistent with this Section 6.

7. UPDATES AND SUPPORT

Licensor may provide updates, modifications, or support for the Software at its discretion. Licensee agrees to install and use such updates to the Software in accordance with these Terms.

8. TERMINATION



These Terms become effective on the first date accepted in accordance as describe above and continue in effect indefinitely unless terminated in accordance with the provisions of these Terms, including this Section 8.

8.1 Your Right to Terminate

With regard to any Offering made available to You as a downloadable product without a subscription, You may terminate Your License and these Terms at any time by uninstalling the Software and destroying all copies thereof.

With regard to any Offering consisting of Software or a Cloud Service that Spatial Construx makes available or provides to You that requires a subscription, You may terminate Your subscriptions and these Terms if Spatial Construx is in material breach of these Terms and fails to cure such breach within 30 days after written notice of the breach. In any event You are always free to not renew your subscription.

8.2 Spatial Contrux's Right to Terminate

Spatial Construx may terminate (or disable or suspend Your access to and use of) any or all of Your subscriptions or other Offerings, or terminate these Terms and Your account if You fail to comply with any provision of this Agreement.

9. DISCLAIMER OF WARRANTY

THE SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

10. LIMITATION OF LIABILITY

IN NO EVENT SHALL LICENSOR BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE AGGREGATE LIABILITY OF SPACIAL CONSTRUX WITH RESPECT TO ANY OFFERING OR OUTPUT THEREOF WILL IN NO EVENT EXCEED THE GREATER OF (a) THE AMOUNT PAID OR PAYABLE BY YOU FOR THE OFFERING IN THE ONE-YEAR PERIOD BEFORE THE EVENTS OR CIRCUMSTANCES GIVING RISE TO THE LIABILITY FIRST OCCURRED, OR (b) US\$1000. YOU ACKNOWLEDGE AND AGREE THAT THE DISCLAIMERS AND LIMITATIONS OF LIABILITY IN THESE TERMS CONSTITUTE AN ESSENTIAL ELEMENT OF THE BARGAIN BETWEEN YOU AND SPATIAL CONSTRUX, AND THAT SPATIAL CONSTRUX WOULD NOT HAVE PROVIDED THE OFFERINGS TO YOU WITHOUT YOUR AGREEMENT TO EACH OF THESE TERMS.

11. MISCELLANEOUS

11.1 Changes to the Offerings

Spatial Construx reserves the right from time to time to (a) modify, discontinue, or substitute an Offering (including any Benefits, features, functionality, or supporting services related to the Offering), or (b) add or modify license keys, authorizations or other means of controlling or



measuring access to or use of the Offerings. Spatial Construx will endeavor to notify You of any major changes to an Offering in the applicable release notes or other Documentation for the Offering.

11.2 Changes to Terms

To the maximum extent permitted by applicable law, Spatial Construx reserves the right from time to time to (and You acknowledge that Spatial Construx may) modify these Terms. Spatial Construx will endeavor to notify You of any changes to these Terms (“Terms Modification Notice”), including by posting to this site. It is your responsibility to regularly check this site for updates, including Terms Modification Notices. Except as otherwise expressly set forth in these Terms, if any modification to the Terms has a material adverse effect on You and You do not agree to the modification, You may reject the modification by notifying Spatial Construx of the rejection within 30 days of the Terms Modification Notice. If You reject a modification under these circumstances, (a) Your access to and use of any Offerings affected by the modification will continue to be governed by the terms in effect immediately before the modification (except to the extent the modification was made for security, privacy, or legal compliance reasons, in which case the modification will be effective immediately) until the earlier of (i) the end of the applicable Offering Term, or (ii) 180 days after the Terms Modification Notice; and (b) Your rights to such Offerings, including any related subscription Benefits, will then terminate. In the event of such a termination by You, Spatial Construx (or the party from whom You purchased Your subscription) will refund the prorated portion of any prepaid fees applicable to the remaining Offering Term of Your subscription for the affected Offerings after the effective date of termination. In any event, if any subscription is renewed or extended, it will be under the then-current Terms.

You acknowledge that Your commitments with respect to the Offerings and subscription Benefits are not contingent on delivery of future features or functionality (or oral or written statements about future features or functionality).

11.3 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the **STATE OF GEORGIA** without regard to its conflict of law principles.

11.4 Force Majeure

Neither party will be responsible or have any liability for any delay or failure to perform to the extent due to unforeseen circumstances or causes beyond its reasonable control, including acts of God, earthquake, fire, pandemic, flood, sanctions, embargoes, strikes, lockouts or other labor disturbances, civil unrest, unavailability or delay of suppliers or licensors, riots, terrorist or other malicious or criminal acts, war, failure or interruption of the internet or third party internet connections or infrastructure, power failures, acts or orders of civil and government authorities and severe weather (“Force Majeure”). The affected party will give the other party prompt written notice (when possible) of the failure to perform and use its reasonable efforts to limit the resulting delay in its performance.

11.5 Export

When You obtain, access or use an Offering, You will comply with the export control and international trade laws and regulations of the United States and of any other country whose laws apply to You or Your Content. You will not access or use any Offering from within a U.S. sanctioned location or if You appear on any U.S. government restricted parties list. You will



obtain U.S. government and any other required authorization before You obtain, access or use, or allow any person or entity to obtain, access or use, any Offering for a U.S.-restricted end use.

11.6 Assignment

You may not assign this Agreement without Spatial Construx's written consent, which may be withheld at its sole discretion. Any attempted assignment without prior written consent will be null and void. These Terms shall apply to, inure to the benefit of and be binding upon the parties hereto and upon their respective successors and permitted assigns.

11.7 Heading

The section headings in these Terms are for convenience only and in no way define, limit, or describe the scope of the intent of any section.

11.8 Severability

If and to the extent any provision of these Terms is held unenforceable under applicable law, (a) such provision will be deemed modified to the extent reasonably necessary to conform to applicable law but to give maximum effect to the intent of the parties set forth in these Terms, and (b) such provision will be ineffective only as to the jurisdiction in which it is held unenforceable without affecting enforceability in any other jurisdiction.

11.9 Notices

Any notices by You to Spatial Construx will be sent by postal mail or delivery service to:

SPATIAL CONSTRUX LLC
1175 Cicero Drive, Suite 110
Alpharetta, GA 30022

Such notices will be effective when received by Spatial Construx..

Except as otherwise expressly stated in these Terms (including any Additional, any notices by Spatial Construx to You will be provided (a) by email to the registered email address associated with Your account or Software registration, (b) by posting to Your account, (c) by posting within an Offering (for example, through an in-Offering notification function or sign-in notification), or (d) by postal mail or delivery service to the address associated with Your account or Software registration.

11.10 Entire Agreement.

These Terms, including any Additional Agreement, constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements or understandings, whether oral or written, relating to the subject matter hereof.

If there is any conflict between these General Terms and the Additional Agreement, the Additional Agreement will control in relation to its subject matter to the extent set forth in the Additional Agreement.

Failure to enforce or exercise any provision of these Terms is not a waiver of such provision, unless such waiver is specified in writing and signed by the party against which the waiver is asserted.

12. DEFINITIONS



“Additional Agreement” means any agreement signed directly with a Spatial Construx entity that expressly supplements or amends the Terms (for example, an enterprise business agreement).

“Authorized Users” or **“Your Authorized Users”** means (a) You (if You are an individual) and (b) identified individuals (such as Your individual employees, consultants and contractors and other individuals accessing and using an Offering) for whom You have acquired a subscription or License to an Offering. If an Offering allows You to designate Authorized Users for such Offering, You will be responsible for providing notice to, and obtaining agreement from, any such Authorized Users regarding the application of these Terms to their access to and use of such Offering prior to their access and use.

“Spatial Construx” means Life Map, LLC, an Alpharetta, Georgia based Limited Liability Company doing business as Spatial Construx.

“Benefits” means any benefits made available to You or Your Authorized Users by Spatial Construx. Benefits are typically based on the type of Offering for which You subscribe. Benefits may include access to Updates and Upgrades, rights to previous versions, additional Software or Cloud Services, pre-release versions, technical support, training, webinars, forums, events, galleries, newsletters and usage data. Benefits may also include account benefits such as single sign-on and management of Your profile, security settings, linked accounts and preferences.

“Cloud Service” means a web- or cloud-based service made available by Spatial Construx, whether or not provided as part of a subscription and whether or not provided for a fee. Cloud Services may include software as a service (SaaS) and remote storage or processing of data.

“Documentation” means the then-current end-user documentation (including online, printed, or other documentation) and any technical or legal requirements for an Offering.

“Metrics” means data and other information regarding access to and use of any Offerings (including Your access and use). Metrics includes information regarding usage of features, functions, storage and indexes and information regarding usage, volume, type, storage and processing of Your Content (but not Your Content itself). If Metrics includes any personal data, treatment of such personal data will be pursuant to the Privacy Statement.

“Offerings” means Software, Cloud Services, and Benefits provided by Spatial Construx, and any subscriptions for such items.

“Software” means any software or similar materials, including any modules, components, features and functions, made available by Spatial Construx, whether or not provided as part of a subscription and whether or not provided for a fee. Software includes Updates and Upgrades.

“Terms” (including **“these Terms”**) means these General Terms and the other terms referenced in these General Terms.

“Updates” means security fixes, hot fixes, patches and other updates (including new features, new functions and other modifications released between Upgrades).



“**Upgrades**” means new versions of Offerings, or add-ons to or additional products associated with Offerings, as determined by Spatial Construx.

“**Your Content**” means (a) any files, designs, models, data sets, images, documents, or similar material submitted or uploaded to any Offering by You (or Your Authorized Users) and (b) Your specific output generated from the use of any Offering based on Your own raw data or information.

Effective Date: March 28, 2024