END USER LICENSE AGREEMENT FOR TERRASOLID SOFTWARE

This End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and Terrasolid Ltd. ("Terrasolid"). Read the terms and conditions of this EULA ("License") carefully before you download, install or otherwise use the Software product.

The Software and the accompanying User Documentation are copyrighted and licensed (not sold). By downloading, installing, copying or otherwise using the Software you hereby accept and agree the validity of the license and the terms and conditions covering your use of the Software and the documentation.

If you do not agree, do not use the Software.

These license terms, together with any maintenance agreement, Terrasolid sales agreements and/or any terms and/or conditions about the use published by Terrasolid, represent the entire set of terms and conditions covering your use of this Software, services and accompanying documentation and material provided by Terrasolid.

Terrasolid only can modify this agreement.

GRANT OF LICENSE. Upon your compliance with the registration procedure described in the accompanying User Documentation, Terrasolid grants to you a non-exclusive License to use one copy of the Software in object code form only, and the User Documentation, only as authorized in this License. *THE SOFTWARE IS TO BE USED SOLELY AS A CLIENT APPLICATION BY ONE (1) INDIVIDUAL AT THE SAME TIME* installed on a computer controlled by you. The "Use", "Used" or "Using" means to access, download, install, copy or otherwise benefit from using the functionality of the software in accordance with the Documentation.

RESERVED RIGHTS. You acknowledge and agree that the Software and User Documentation are proprietary products of Terrasolid or its suppliers protected under copyright laws and international treaty provisions. You further acknowledge and agree that the entire right, title and interest in and to the Software and User Documentation, including associated intellectual property right, shall remain with Terrasolid. Terrasolid retains all rights not expressly granted.

RESTRICTIONS. This is your evidence of license to exercise the right granted herein and must be retained by you. You agree that you may not decode, reverse engineer, reverse assemble, reverse compile, or otherwise translate the Software. You may not load, lease, rent, sell or otherwise encumber any copy of this Software or any of the rights granted herein. YOU MAY NOT TRANSFER THIS LICENSE TO ANOTHER END USER WITHOUT TERRASOLID'S PRIOR WRITTEN CONCENT. If such consent is obtained, you may permanently transfer this License to another end-user provided you transfer the Software and all User Documentation and media to such end-user, and you do not retain any copies. The recipient of such transfer must agree to all terms and conditions of this License.

LIMITED WARRANTY. For sixty (60) days from the date of invoice (the "Warranty Period"), Terrasolid warrants that (i) the Software will perform substantially in accordance with the functional specifications in the User Documentation; and (ii) the media on which the Software is distributed meets generally accepted industry standards. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TERRASOLID DISCLAIMS ANY AND ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS LIMITED WARRANTY GIVES YOU SPECIFIC RIGHTS. YOU MAY HAVE OTHER RIGHTS, WHICH VARY FROM STATE/JURISDICTION TO STATE/JURISDICTION.

END USER REMEDIES. If a defect in the Software or User Documentation appears that constitutes a breach of the above limited warranty, Terrasolid shall, at its sole option, refund the price you paid for this License or replace the defective items(s), if you return the defective item(s) to Terrasolid during the Warranty Period. Terrasolid will warrant the replacement items for the remainder of the original Warranty Period or thirty (30) days, whichever is longer. You agree that the foregoing constitutes your sole and exclusive remedy for breach by Terrasolid of the warranties made in this License. Neither these remedies nor any product support services offered by Terrasolid are available without proof that you acquired the accompanying copy of the software from an authorized source.

LIMITATION OF LIABILITY. In no event will Terrasolid be liable for indirect, special, incidental, economic or consequential damages, regardless of the nature of the claim, including without limitation lost profits, costs of delay, interruption of business, loss of use, costs of lost or damaged data or documentation or liabilities to third parties arising from any source, even if Terrasolid has been advised of the possibility of such damages. In no event shall Terrasolid's liability exceed the amount paid by you for the Software and User Documentation. Some states/jurisdictions do not allow the exclusion or limitation of implied warranties or limitation of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.

TERM. This License is effective upon your completion of registration of the Software with Terrasolid and shall continue until terminated. You may terminate this License by returning to Terrasolid the Software, User Documentation and all copies thereof. Terrasolid may terminate this License upon the breach by you of any provision contained in this License. Upon such termination by Terrasolid, you agree to return to Terrasolid the Software, User Documentation and all copies thereof.

Should you have any questions regarding this License, please send an email message to <u>info@terrasolid.com</u> Date 28.1.2019