

Acceptance of the Anaqsim software is governed by the EULA set out below, with appropriate clauses for the STUDENT and LICENSED versions.

CLICK-WRAP SOFTWARE LICENCE AGREEMENT (B2C)

PLEASE READ THIS LICENCE AGREEMENT CAREFULLY BEFORE CONTINUING. IF YOU DO NOT ACCEPT THE TERMS OF THIS LICENCE, YOU MUST NOT ACCESS, DOWNLOAD, INSTALL, OR USE THE SOFTWARE.

This End User Licence Agreement (“EULA”) is a legal agreement between you, the Licensee and Practical Groundwater Ltd (Licensor) a company registered in Canada under business number 71950415 and whose registered office is **111 2nd Avenue South, Saskatoon, Saskatchewan, S7K 1K6, Canada.**

This EULA covers the **Anaqsim, analytic element method for simulating groundwater flow (Student and Licensed)** Software and the associated electronic Documentation. This EULA grants a licence to use the Software and the Documentation only. The Licensor does not sell or assign the Software or the Documentation to you.

After installation, this EULA is available from the install file, the website, or by request. It is recommended that you print or save a copy of this EULA for future reference.

1. Definitions and Interpretation

1.1 In this EULA, unless the context otherwise requires, the following expressions have the following meanings:

- a) **“Documentation”** means the user help documentation which accompanies the Software;
- b) **“Intellectual Property”** means any and all intellectual property including but not limited to: Patents, patentable inventions, Inventions whether patentable or not, Copyright, Design Rights, Database Rights, Know-How, Software, Code and/or Trade Secrets;
- c) **“Licence Fee”** means the licence fee paid by the Licensee to Licensor;
- d) **“Terms of License”** means the period defined in Clause 14;
- e) **“Software”** means the **Anaqsim, analytical element method for simulating groundwater flow software**;
- f) **“Warranty Period”** means the duration of the limited warranty as defined in Clause 9; and
- g) **“you”, “your”** means the Licensee.

2. System Requirements

2.1 The Software requires the following [minimum] hardware and software specification to install and operate correctly:

- a) Operating System: Windows 10 (64-bit)

- b) RAM: 1GB although 8GB+ helps with larger problems
- c) Storage: 500MB
- d) Internet Connection: Required for software activation and updates
- e) Additional Requirements: Microsoft .NET Framework 4.8 or later

3. **Accepting or Rejecting this EULA**

- 3.1 By clicking the 'Accept Terms and Conditions' checkbox during checkout or by clicking the 'Accept' button during the install process you are indicating your acceptance of this EULA and the terms and conditions set out herein and your agreement that you will comply with them.
- 3.2 If you do not accept the terms and conditions of this EULA, you must not continue to access, download, install, or use the Software.

4. **Ownership of the Software and Documentation**

- 4.1 The Software and the Documentation and all Intellectual Property rights therein (including, but not limited to, copyright) belong to the Licensor. This EULA does not grant to you (or sell to you) any rights of ownership in the Software or the Documentation. This EULA grants you a licence to use the Software and the Documentation in accordance with the terms and conditions of this EULA only.
- 4.2 The Licensor also retains ownership of any and all copies of the Software or the Documentation and all Intellectual Property rights therein, regardless of the form in which the copies may exist.

5. **Grant and Scope of Licence**

- 5.1 **STUDENT:** In consideration of your acceptance of this EULA and agreement to its terms and conditions, the Licensor hereby grants to you a limited, non-exclusive, non-transferable licence to:
 - a) access, download, install, and use the Software, in accordance with the terms and conditions of this EULA, for personal, non-commercial purposes only on one computer or device owned or otherwise controlled by you;
 - b) use the Documentation in accordance with the terms and conditions of this EULA, for personal, non-commercial purposes only;
 - c) subject to Clause 7, make one copy of the Software for backup, archival, or other security purposes; and
 - d) make as many copies of the Documentation as reasonably required to support the use of the Software in accordance with the terms and conditions of this EULA.
- 5.2 **LICENSED:** In consideration of your payment of the Licence Fee and your acceptance of this EULA, the Licensor hereby grants to you a limited, non-exclusive, non-transferable licence to:
 - a) Access, download, install and use the Software, in accordance with the terms and conditions of this EULA, for business purposes only on one computer or device owned, leased, or otherwise controlled by you;

- b) use the Documentation in accordance with the terms and conditions of this EULA, for business purposes only;
 - c) subject to Clause 7, make one copy of the Software for backup, archival, or other security purposes; and
 - d) make as many copies of the Documentation as reasonably required to support the use of the Software in accordance with the terms and conditions of this EULA.
- 5.3 The licence granted hereunder also extends to any and all free updates, patches, fixes and similar that the Licensor may provide, as described in Clause 6, below.

6. **Software Updates**

The Licensor may, from time to time, issue free updates, patches, fixes and similar for the Software. The Software shall continue to match the description of it that was provided to you before install.

7. **Licence Restrictions**

- 7.1 You may not make copies of the Software or Documentation or any part thereof except where such copying is necessary to support the normal use of the Software in accordance with this EULA or is necessary for backup purposes as set out above in sub-Clauses 5.1(c) and 5.1(d). and 5.2(c), 5.2(d).
- 7.2 You may not translate, reverse-engineer, decompile, disassemble, modify, or create derivative works based on the Software (or any part thereof) except as expressly permitted by law or this EULA. Sections 50B and 296A of the Copyright Designs and Patents Act 1988 as amended by The Copyright and Related Rights Regulations 2003 permit such actions only where they are necessary to obtain information necessary to create an independent software program which can be operated with the Software or with another software program (“the permitted objective”). The information obtained from such actions must not be used for any other purpose.
- 7.3 The actions described in sub-Clause 5.1 and 5.2 will not be permitted if you:
- a) already have readily available to you the information necessary to achieve the permitted objective;
 - b) do not confine the decompiling to such acts as are necessary to achieve the permitted objective;
 - c) supply the information obtained by the decompiling to any person to whom it is not necessary to supply it in order to achieve the permitted objective; or
 - d) use the information to create a software program which is substantially similar in its expression to the Software or to do any other act restricted by copyright.
- 7.4 You may not modify, adapt, alter, translate, or otherwise change the Software or Documentation or any part thereof or combine, incorporate in, or merge the Software with any other software.
- 7.5 You may not alter, delete, or otherwise obscure any notices of proprietary rights (including, but not limited to, copyright) or any product identification or

restrictions on or in the Software or the Documentation. Any and all such notices must be included in full on all copies made of the Software or the Documentation, whether full or partial.

8. **Transfer**

8.1 The Software and Documentation are licensed only to you, the Licensee. You may not rent, lease, sub-licence, sell, assign, pledge, transfer, or otherwise dispose of the Software or Documentation, on a temporary or permanent basis, without the prior written consent of the Licensor.

9. **Licensee's Undertakings**

9.1 **STUDENT:** You hereby undertake and agree that:

- a) you will use the Software only in accordance with the bounds of the terms and conditions of this EULA;
- b) you will keep all copies of the Software and Documentation secure; and
- c) you will comply with all applicable laws, rules, and regulations governing technology control and export.

9.2 **LICENSED:** You hereby undertake and agree that:

- a) you will use the Software only in accordance with the bounds of the terms and conditions of this EULA;
- b) you will keep all copies of the Software and Documentation secure;
- c) you will comply with all applicable laws, rules, and regulations governing technology control and export; and
- d) you will supervise and control any use of the Software by your employees and ensure that they are notified of the terms and conditions of this EULA, understand them, and comply with them.

10. **Limited Warranty**

LICENSED only

10.1 The Licensor warrants that the Software will, when used on a computer or device which meets the system requirements set out above in Clause 2, materially conform with the Documentation and that the Documentation will correctly describe the Software and its functions in all material respects for a period of one month from the date of purchase of the license key (the "Warranty Period").

10.2 If you become aware of a defect or fault in the Software which results in the Software failing to perform substantially as described in the Documentation and inform the Licensor in writing within the Warranty Period, the Licensor shall, at its sole option:

- a) repair the Software; or
- b) replace the Software.

10.8 The remedies available to you under sub-Clause 10.2, above, may be dependent upon your supplying sufficient information to the Licensor that the Licensor may reasonably require in order to diagnose, reproduce, and remedy

the defect or fault.

- 10.9 The warranty granted by this Clause 10 shall not apply to the extent that any defect or fault in the Software results from your unauthorised alteration or modification of the Software or from your use of the Software in breach of the terms and conditions of this EULA.

11. **Limitation of Liability**

STUDENT

- 11.1 The Software and Documentation are provided for personal, non-commercial use by you, the Licensee.
- 11.2 The Licensor shall not be liable to you for any business losses including:
- a) loss of profits;
 - b) loss of sales or business;
 - c) loss of revenue;
 - d) loss of agreements or contracts;
 - e) loss of anticipated savings;
 - f) loss of use or corruption of software or data;
 - g) business interruption; or
 - h) loss of business opportunity, reputation, or goodwill.
- 11.3 Nothing in this Clause 11 shall exclude or limit the Licensor's liability for death or personal injury resulting from the Licensor's negligence or that of its employees, agents, or sub-contractors; for fraud or fraudulent misrepresentation; or for any other form of liability which cannot be limited or excluded under English law.

LICENSED

- 11.4 The Software and Documentation are provided for internal business use by you, the Licensee.
- 11.5 The Licensor shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising out of or in connection with this EULA for:
- a) loss of profits;
 - b) loss of sales or business;
 - c) loss of revenue;
 - d) loss of agreements or contracts;
 - e) loss of anticipated savings;
 - f) loss of use or corruption of software or data;
 - g) business interruption;
 - h) loss of business opportunity, reputation, or goodwill; or
 - i) special, indirect, or consequential loss, damage, charges, or expenses.
- 11.6 Subject to sub-Clause 11.5, above (losses for which the Licensor is not liable), and sub-Clause 11.7, below (liability which is not excluded or limited), the

Licensor's maximum aggregate liability, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising out of or in connection with this EULA shall be limited to a sum equal to the Licence Fee.

- 11.7 Nothing in this Clause 11 shall exclude or limit the Licensor's liability for death or personal injury resulting from the Licensor's negligence; for fraud or fraudulent misrepresentation; or for any other form of liability which cannot be limited or excluded under English law.

12. No Other Warranties or Liability

- 12.1 This EULA sets out the full extent of the Licensor's liabilities and obligations with respect to the Software and Documentation. Except as expressly set out in this EULA, the Licensor is bound by no other conditions, warranties, representations, guarantees, or other terms, whether express or implied.
- 12.2 To the fullest extent permitted by law, any warranties, representations, guarantees, or other terms which may be implied or otherwise incorporated into this EULA whether by statute, common law, or otherwise, are hereby excluded.
- 12.3 In particular, the Licensor does not warrant that the Software or the Documentation will meet your particular requirements or that the operation of the Software will be uninterrupted or error-free (subject to the limited warranty in Clause 10). It is your responsibility to ensure that the Software as described in the Documentation (and the Documentation itself, where appropriate) meets your requirements.

13. Changes to this EULA

- 13.1 The Licensor reserves the right to amend the terms and conditions of this EULA at any time on written notice to you. You will be notified of such changes by email.
- 13.2 By continuing to use the Software and Documentation following receipt and service of notice of such changes as described above, you shall be deemed to have accepted the changes to this EULA.
- 13.3 If you do not accept the changes to this EULA, you must immediately stop all actions permitted under this EULA including, but not limited to, using the Software and Documentation.

14. Term and Termination of this EULA

- 14.1 This EULA is effective until terminated. You may terminate it at any time by fully uninstalling, deleting, or otherwise removing the Software from any and all computers or devices in your possession or control and deleting or destroying all copies of the Software and Documentation in your possession or control.
- 14.2 The Licensor reserves the right to terminate this EULA immediately on written notice to you in the event that you commit a material or persistent breach of this EULA and (if the breach is capable of remedy) fail to remedy the breach within 14 calendar days after the service of a written notice from the Licensor requiring you to do so.
- 14.3 In the event that this EULA is terminated for any reason:
- a) All rights granted to you by this EULA shall discontinue;

- b) You must immediately stop all actions permitted under this EULA including, but not limited to, using the Software and Documentation;
- c) You must immediately and fully uninstall, delete, or otherwise remove the Software from any and all computers or devices in your possession; and
- d) You must immediately delete, destroy, or return to the Licensor (at the Licensor's option) all copies of the Software and Documentation in your possession or control and, where the Licensor requires the deletion or destruction of such copies, you must certify to the Licensor that you have done so.

15. **Privacy and Data Protection**

- 15.1 All personal data that the Licensor may use will be collected, processed, and held in accordance with the provisions of UK data protection legislation and your rights thereunder.
- 15.2 For complete details of the Licensor's collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, personal data sharing (where applicable), details of your rights how to exercise those rights please refer to the Licensor's **Privacy policy** available from the website.

16. **Notices**

- 16.1 All notices under this EULA shall be in writing.
- 16.2 All notices sent to you by the Licensor will be sent by email or to the address provided by you when you downloaded the Software.
- 16.3 If you wish to contact the Licensor or are required to contact the Licensor by a provision in this EULA, please contact the Licensor by email at the most recent contact email address or via the website. The Licensor will always confirm receipt in writing.
- 16.4 Notices shall be deemed to have been duly given:
 - a) when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or
 - b) when sent, if transmitted by email and a successful transmission report or return receipt is generated; or
 - c) on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or
 - d) on the tenth business day following mailing, if mailed by airmail, postage prepaid.

17. **Assignment**

- 17.1 The Licensor may transfer its rights and obligations under this EULA to another party at any time. If this occurs, the Licensor will inform you of the transfer in writing. Your rights as the Licensee under this EULA will not be affected by such a transfer.
- 17.2 This EULA and the licence granted to you under it are personal to you. Except where expressly permitted under this EULA, you may not transfer your rights

and obligations under this EULA to another party without the Licensor's prior written consent.

18. No Waiver

18.1 No failure or delay by either party to this EULA in exercising any of its rights under this EULA shall be deemed to be a waiver of that right, and no waiver by either party to this EULA of a breach of any provision of this EULA shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

19. Entire Agreement

19.1 This EULA and any other document specifically referred to herein contains the entire agreement between the Licensor and Licensee with respect to its subject matter.

19.2 This EULA supersedes and extinguishes any and all previous agreements, representations, warranties, promises, assurances, and understandings between the Licensor and Licensee relating to its subject matter.

20. Severance

20.1 In the event that one or more of the provisions of this EULA is or are found to be unlawful, invalid, or otherwise unenforceable, that or those provision(s) shall be deemed severed from the remainder of this EULA. The remainder of this EULA shall be valid and enforceable.

21. Law and Jurisdiction

21.1 This EULA (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, Canadian law.

21.2 Any dispute, controversy, proceedings or claim between the Parties relating to this EULA (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of Canada.