



## END USER LICENSE AGREEMENT

*Date of Last Revision: March 2, 2025*

**IMPORTANT – READ CAREFULLY BEFORE USING THIS PRODUCT:** YOU ACCEPT AND AGREE TO BE BOUND BY ALL OF THE TERMS OF THIS END USER LICENSE AGREEMENT (“AGREEMENT”) BY SELECTING THE “ACCEPT” OPTION AND DOWNLOADING THE SOFTWARE PRODUCT OR BY INSTALLING, USING, OR COPYING THE SOFTWARE PRODUCT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, YOU MUST SELECT “DECLINE” OR “CANCEL” AND YOU MUST NOT DOWNLOAD, INSTALL, USE, OR COPY THE SOFTWARE PRODUCT. IF THIS AGREEMENT IS CONSIDERED AN OFFER BY US, THEN ACCEPTANCE IS EXPRESSLY LIMITED TO THESE TERMS AND CONDITIONS. THIS IS A LEGAL AGREEMENT BETWEEN YOU AND DATACLAY.

IF YOU ARE ACCEPTING THIS AGREEMENT ON BEHALF OF ANOTHER PERSON OR A COMPANY OR OTHER LEGAL ENTITY, THEN YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO BIND THAT PERSON, COMPANY, OR LEGAL ENTITY TO THIS AGREEMENT.

IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, THEN YOU ARE NOT ENTITLED TO USE THE SOFTWARE.

### LICENSE

Subject to the terms and conditions of this Agreement, Dataclay, LLC (“Dataclay”, “we”, “us” or “our”) hereby grants you (“Licensee”, “you” or “your”) a non-exclusive, non-sublicensable, non-transferable, personal and limited license to use the software product(s) specified on your order (“Order”) and for which you have paid the applicable fees (“Software”) only: (a) in object code, (b) for Licensee’s own internal business operations, (c) in accordance with the applicable user documentation (“Documentation”), and (d) in accordance with any installation, copy, use and machine restrictions specified or referenced in the Order or Documentation including, but not limited to, license subscription term limit (including, without limitation, any trial periods), user limits, machine limits, copy limits or other limitations. For purposes of this Agreement, Licensee’s internal business operations means use of the Software internally for Licensee’s own business purposes and/or use of the Software in or as part of Licensee’s cloud-based “software-as-a-service” applications or solutions provided or licensed to Licensee’s end users. Further, the following specific license rights and limitations apply to the Software license type you acquired or purchased:

- If you acquired a Trial License, then you have the right to install, copy and use such copies of the Trial Software on an unlimited number of machines owned or controlled by you. Multiple users may use such Trial Software copies.
- If you purchased a Standard License, then you only have the right to install and use one copy of each such Standard License Software on a single machine. Multiple users may use a Standard License Software copy installed on a single machine, but not concurrently. Such Standard License Software copy may be de-installed on such single machine and reinstalled on another single machine, provided that such Standard License Software copy cannot be copied and installed and used concurrently on multiple machines. Further, this Standard License does not permit (i) the installation or use of multiple copies of a single Standard License Software copy, or (ii) the installation of a single Standard License Software copy on more than one machine at any given time, or (iii) the installation of a Standard License Software copy on a system that allows shared use of applications, or on a multi-user network, or on any configuration or system of computers that allows multiple users of such single Standard License Software copy. Multiple copy use or machine or system installation is only allowed if Licensee obtains a separate Floating License for each user and each copy of the Floating License Software for a single machine or system.
- If you purchased a Floating License, then you have the right to install one copy of such Floating License Software on a single machine or system that is accessible by multiple nodes for use by Licensee users up to the number of Floating License Software copies purchased by Licensee. Any number of Floating License Software copies purchased by Licensee may be installed on a single machine or system. Each such Floating License Software copy will be associated with the single machine or system and not with any of the nodes that access it for use by Licensee users. Such Floating License Software copy may be de-installed on such single machine or system and re-installed on another single machine or system, provided that such Floating License Software copy cannot be copied and installed and used concurrently on multiple machines or systems (other than nodes as described in this paragraph).

You may not use, copy, or install the Software on any system with more than one computer, or permit the use, copying, or installation of the Software by more than one user or on more than one computer. If you hold multiple, validly licensed copies, you may not use, copy, or install the Software on any system with more than the number of computers permitted by license, or permit the use, copying, or installation by more users, or on more computers than the number permitted by license.

You may make one archival copy of the Software. The archival copy must be on a storage medium other than a hard drive and may only be used for the reinstallation of the Software.

Licensee has no right to receive, use or examine any source code or design documentation relating to the Software. The term "Software" also includes updates, modifications or new releases of the Software and Documentation that may be provided by Dataclay to Licensee from time to time in its sole discretion or pursuant to a support and maintenance agreement with Dataclay. No rights or licenses are granted by Dataclay or its licensors under this license, expressly or by implication, with respect to any proprietary information or patent right, copyright, trade secret right or other intellectual property right owned or controlled by Dataclay or its licensors, except as expressly provided herein. Licensee's rights in the Software will be limited to those expressly granted in this Agreement. Dataclay and its licensors reserve all rights and licenses in and to the Software not expressly granted to Licensee under this Agreement. The Software and Documentation are licensed and not sold.

## **RESTRICTIONS**

Except for one copy solely for archival purposes, copying of the Software or any portion thereof is expressly prohibited. Licensee must reproduce and include the copyright notice and any other notices that appear on the Software on any copy.

Licensee will not (and will not authorize or enable any third party to): (a) decompile, disassemble, reverse engineer or otherwise attempt to discover the source code or underlying ideas or algorithms of the Software, (b) modify, adapt, alter, translate, or create a derivative work of any part of the Software, (c) sublicense, rent, lease, distribute, sell or otherwise transfer the Software or the rights to the Software to any third party (except as expressly provided below), (d) use the Software or any results obtained from the Software for timesharing or service bureau purposes, or (e) remove any proprietary notices or labels on the Software.

Where Licensee has other rights under statute, Licensee will provide Dataclay with reasonably detailed information regarding any intended disassembly or decompilation. Licensee will not decrypt the Software unless necessary for legitimate use of the Software.

Licensee is hereby notified that the Software may contain time-out devices, counter devices, registry entries and/or other devices intended to ensure the limits of a particular license will not be exceeded ("Limiting Devices"). If the Software does contain Limiting Devices, then Dataclay will ensure that you receive any keys or other materials necessary to use the Software to the limits of your license.

## **LICENSEE DATA**

If Licensee has licensed Dataclay's Templater™ Software and is using such Software in conjunction with Dataclay's software-as-a-service known as QUE™, then as part of the provision of the QUE service Licensee acknowledges that certain Licensee data or data files may be automatically uploaded from Templater into QUE without Licensee designating such data or data files for uploading.

## **LICENSE FEES**

Dataclay has established its License fees based on whether or not a licensee is an Enterprise. For purposes of this Agreement "Enterprise" means an organization (including its affiliates) that meets one or more of the following criteria upon the effective date of this Agreement or upon renewal of the Software license subscription term. Licensee's organization (including affiliates) is an Enterprise if it:

- (a) employs more than 250 individuals as employees or consultants;
- (b) has annual gross revenues of \$20,000,000 or more;
- (c) intends to use the Software to auto-generate or modify more than: 1,000 videos per day; 3,000 videos per week; 10,000 videos per month; or 100,000 videos per year; and/or
- (d) is listed as a Fortune 500, Inc. 5000 company, and/or Fortune Global 500.

You represent and warrant that at the time you purchase a Software license, and upon renewal of your Software license, you have paid the applicable Software license fees that correspond to your status as an Enterprise or non-Enterprise organization based on the above criteria. You will promptly contact Dataclay to correct an incorrect designation and pay the additional license fees, if applicable.

If you are not an Enterprise at the time you purchase a Software license, but during the subscription term of the Software license you become an Enterprise, the Software license fees due by you will not increase to the Enterprise level until renewal of your Software license. Likewise, if you are an Enterprise at the time you purchase a Software license, but during the subscription term of the Software license you no longer meet the criteria for an Enterprise, the Software license fees due by you will not decrease to the non-Enterprise level until renewal of your Software license.

Licensee will conduct such internal audits as are reasonably required to verify its compliance with this Agreement and, upon Dataclay's request from time to time, certify compliance with any Software copy, use or other restrictions, including without limitation, whether or not Licensee is an Enterprise, and provide Dataclay with such certification and supporting evidence in writing within ten business days of such request.

## **QUE METER CREDITS FOR DATACLAY SUITE OF PRODUCTS**

As an alternative to the above License Fees section and to give you the opportunity to try all of our suite of products and services, you may elect to purchase QUE Meter credits which may be used for any Dataclay suite of products and services including Templater, QUE Services and Projector. The rules for QUE Meter credits include the following:

- You must create a QUE account
- You must purchase a perpetual Templater Rig software license
- QUE Meter credits may only be used for output as determined in Dataclay's sole discretion
- QUE Meter credits will expire 1 year after purchase; however, if you purchase additional QUE Meter credits then the expiration date for all QUE Meter credits (the new credits as well as the existing QUE Meter credits) will be 1 year from the new QUE Meter credit purchase date
- You may only purchase and maintain the maximum number of QUE Meter credits specified on your Order
- QUE Meter requires Dataclay applications, including Templater, to run in environments with an active internet connection that can reach the que-api.dataclay.com domain.

Additional rules for QUE Meter credits may be included on your Order. In the event of a conflict between this Section and any other section of this Agreement, this Section will prevail.

## **TITLE AND COPYRIGHT**

As between the parties, Dataclay retains all right, title, and interest, including, without limitation, all intellectual property rights in and to the Software, and any copies or portions thereof. The Software is protected by the copyright laws of the United States and international copyright treaties. Licensee's Software license confers no title or ownership and is not a sale of any rights in the Software. Third-party suppliers and licensors may protect their rights in the Software in the event of any infringement.

## **TERM; RENEWAL AND TERMINATION**

The term of this Agreement for the Software license is the applicable perpetual or subscription term you selected when you Ordered the Software License. This Agreement is effective from the date you download the Software and will remain in force until terminated or expiration of the subscription term of your Software license (including, without limitation, any trial licenses), whichever occurs first.

If you selected a recurring Software license subscription, then your subscription term will continue to automatically renew, and you will continue to be charged applicable license fees for such subscription via your selected payment method, until and unless you terminate the recurring renewal of your Software license subscription through the termination process made available in your account. If you terminate your recurring Software license subscription, your subscription will continue in effect until the end of your paid subscription term and then terminate on that date. (For example, if your paid six-month subscription start date is on January 1 and you cancel on May 15, your subscription will continue through June 30.)

If you do not have a recurring Software license subscription, then you may terminate this Agreement at any time by destroying the Documentation and the Software (together with all copies and adaptations thereof) or by using the uninstaller function to uninstall the Software. Such termination does not relieve you of any obligation to pay any outstanding fees for the Software (e.g. for the subscription term of the Software license purchased by you).

This Agreement will automatically terminate if you breach any of the terms or conditions of this Agreement. We may also terminate this Agreement for any of the following reasons: (a) your failure to pay any applicable fees, (b) our obligation to do so by law, or (c) our decision to discontinue a Software product that is licensed to you on a subscription term basis.

Upon termination or expiration of this Agreement for any reason, you will: (a) stop using the Software, and (b) destroy the Software and the Documentation (together with all copies thereof), which may be done by using the uninstaller function to uninstall the Software.

The Agreement Sections titled "Restrictions", "Title and Copyright", "Limitation of Liability", "Limited Warranty and Disclaimer", "Open Source Software" and "General Provisions" will survive any termination or expiration of this Agreement.

## **SUPPORT**

This Agreement does not include any maintenance and/or support of the Software including, without limitation, any updates, upgrades or new versions ("Support Programs"); provided, however, that if we provide or you download or otherwise obtain in any manner any Support Programs they will become part of the Software and the terms of this Agreement will apply to such Support Programs.

Dataclay makes available on its website certain self-help support services such as tutorials, a knowledgebase, user-to-user forums and discussion areas ("Self-Help Support"). The Self-Help Support we make available on our website may contain information, products, and services provided by third parties and links (including advertisements) to websites made available by third parties. This information and these products, services, and links are provided only as a convenience to users of the Self-Help Support. Dataclay does not control this information or these products, services, or websites, and Dataclay does not make any representations or warranties, express or implied, regarding this information or these products, services, or websites and will not be liable for any information or services you receive from them. Inclusion of any of the foregoing in the Self-Help Support does not constitute or imply an endorsement, authorization, sponsorship, or affiliation by or with Dataclay with respect to any third party, any third party's website or its content, or any information, products, or services provided by a third party.

Dataclay makes no representations or warranties with respect to any user-to-user forums, blogs, private messages, emails, or other electronic discussion mediums made available via the Self-Help Support (collectively, "Discussion Areas") or with respect to any messages, information, or materials contained in the Discussion Areas. Your use of, or reliance upon, any such messages,

information, or materials is at your sole risk and expense. Dataclay does not, and cannot, review all of the information and materials provided in the Discussion Areas and has no responsibility or liability for any such information or materials or their use. If Dataclay becomes aware of any information or materials that it determines violate its agreements or the Discussion Areas' policies promulgated by Dataclay from time to time or that Dataclay otherwise deems inappropriate in its sole discretion, Dataclay reserves the right to delete, move, or edit any such information or materials.

You acknowledge that any ideas, inventions, suggestions for improvement or discussions submitted by you regarding any aspect of the Software or the Self-Help Support ("Feedback") that are not already subject to third party intellectual property rights may be used by us or any other user of the Self-Help Support without compensation or attribution, and you hereby grant us a worldwide, irrevocable, royalty-free, non-exclusive, sublicenseable and transferable license under all your intellectual property rights in the Feedback for any purpose.

## **DISCLAIMER**

**TO THE EXTENT ALLOWED BY LOCAL LAW, THE SOFTWARE IS PROVIDED TO LICENSEE "AS IS" WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED. DATACLAY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, NON-INFRINGEMENT, TITLE AND FITNESS FOR A PARTICULAR PURPOSE. DATACLAY SPECIFICALLY DISCLAIMS ANY LIABILITY FOR ANY ACTIONS RESULTING FROM LICENSEE'S USE OF THE SOFTWARE. DATACLAY DOES NOT WARRANT THAT THE SOFTWARE WILL MEET ALL OF LICENSEE'S REQUIREMENTS OR THAT THE USE OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE. THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE SOFTWARE IS ASSUMED BY LICENSEE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY DATACLAY OR DATACLAY'S AUTHORIZED REPRESENTATIVES BEFORE CREATE A WARRANTY OR AMEND THIS WARRANTY.**

Some jurisdictions do not allow exclusions of implied warranties or conditions, so the above exclusion may not apply to Licensee to the extent prohibited by such local laws. Licensee may have other rights that vary from country to country, state to state, or province to province. To the extent warranties cannot be disclaimed or excluded, they are limited to the duration of the minimum warranty period required by law.

## **LIMITATION OF LIABILITY**

EXCEPT TO THE EXTENT PROHIBITED BY LOCAL LAW, DATACLAY'S TOTAL AGGREGATE LIABILITY FOR ANY KIND OF LOSS, DAMAGE OR LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT OR THE SOFTWARE OR DOCUMENTATION, UNDER ANY THEORY OF LIABILITY, IS LIMITED TO THE TOTAL OF THE FEES ACTUALLY PAID BY LICENSEE TO DATACLAY HEREUNDER FOR THE SOFTWARE IN THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION GIVING RISE TO SUCH LIABILITY AROSE. MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMITATION.

IN NO EVENT WILL DATACLAY BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT OR THE SOFTWARE OR DOCUMENTATION, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY, AND WHETHER OR NOT DATACLAY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

The limitations specified in this Limitation of Liability Section will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

These limitations will not apply to liability for death or personal injury resulting from Dataclay's negligence to the extent applicable law prohibits such limitation.

Some jurisdictions do not allow the exclusion or limitation of liability for incidental or consequential damages, so the above limitation may not apply to Licensee to the extent prohibited by such local laws. Only those limitations and exclusions that are lawful in your jurisdiction will apply to you and, in such instances, Dataclay's liability will be limited to the maximum extent permitted by law.

Dataclay will not be liable to Licensee because of any exercise of Dataclay's right to terminate this Agreement, as provided hereunder, at law or equity for compensation, reimbursement or damages on account of any loss of prospective profits on anticipated sales or on account of expenditures, investments, leases or other commitments relating to the business or goodwill of Licensee, notwithstanding any law to the contrary.

## **OPEN SOURCE SOFTWARE; THIRD PARTY SOFTWARE**

**Open Source Software.** The Software includes certain "Open Source Software". A list of the Open Source Software included in the Software and available to Licensee from Dataclay, the applicable license terms, and how to obtain the Open Source Software is provided at <http://legal.dataclay.com>. Any provisions in this Agreement which differ from any Open Source Software license are offered by Dataclay alone and not by any other party. ALL OPEN SOURCE SOFTWARE IS PROVIDED ON AN "AS IS" BASIS, AND DATACLAY DISCLAIMS ALL WARRANTIES WITH REGARD TO OPEN SOURCE SOFTWARE, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL DATACLAY OR ITS LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES OR ANY OTHER DAMAGES

WHATSOEVER, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE OPEN SOURCE SOFTWARE EVEN IF DATACLAY OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH LOSSES OR DAMAGES ARE FORESEEABLE. THIS LIMITATION WILL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM DATACLAY'S OR ITS LICENSORS' NEGLIGENCE TO THE EXTENT APPLICABLE LAW PROHIBITS SUCH LIMITATION.

**Adobe.** Licensee understands and acknowledges that the Software was developed as a plug-in application for use with Adobe's software product known as Adobe After Effects (however it may be renamed by Adobe) and that Licensee must separately obtain a license to Adobe After Effects in order to use the functionality of the Software. Further, Licensee understands and acknowledges that it is Licensee's responsibility to understand and comply with the applicable Adobe software license agreement and terms of use for Adobe After Effects including, without limitation, Licensee's installation, copying and use of Adobe After Effects on a computer file server within Licensee's internal network. **While the Software may be run on a server, it is not required to be run on a server in order to use the Software functionality.**

**LICENSEE WILL NOT RELY ON ANY DISCUSSIONS, COMMUNICATIONS, ADVERTISING OR WRITTEN INFORMATION OR ADVICE GIVEN BY DATACLAY OR DATACLAY'S AUTHORIZED REPRESENTATIVES REGARDING LICENSEE'S USE OF ADOBE AFTER EFFECTS WITH THE SOFTWARE AND/OR LICENSEE'S COMPLIANCE WITH THE APPLICABLE ADOBE SOFTWARE LICENSE AGREEMENT AND TERMS OF USE FOR ADOBE AFTER EFFECTS.**

Licensee agrees to indemnify Dataclay from any claim, demand, loss or damages including, without limitation, reasonable attorneys' and expert witness' fees, arising out of or related to Licensee's use of Adobe After Effects and/or Licensee's breach of the applicable Adobe software license agreement and terms of use for Adobe After Effects.

"Adobe" means Adobe Systems Incorporated and/or Adobe Systems Software Ireland Limited.

## **GENERAL PROVISIONS**

**Assignability; Restrictions on Transfer.** If you accepted this Agreement on behalf of a company or other legal entity, then you may assign or transfer this Agreement and the Software license in whole, but not in part, in connection with a change of control, change in majority ownership or the sale of all or substantially all of the assets of your company or other legal entity. Otherwise, if Licensee is not a company or other legal entity, then you may not assign or transfer in whole or in part or in any manner this Agreement or any of your rights, obligations, or any interest in or under this Agreement or the Software without Dataclay's prior written express consent, which may be withheld in its sole discretion, and payment to Dataclay of any applicable fees. Any attempted assignment or transfer in violation of this section will be void.

Upon permitted assignment and transfer of the Agreement and Software license, Licensee will immediately deliver all copies of the Software to the assignee or transferee. The assignee or transferee must agree in writing to the terms and conditions of this Agreement. Licensee's Software license will automatically terminate upon such permitted assignment and transfer.

Dataclay may at any time and without Licensee's consent assign this Agreement or all or a portion of its rights and obligations under this Agreement. This Agreement and all of its provisions will inure to the benefit of and become binding upon the parties and the successors and permitted assigns of the respective parties.

**Indemnity.** Licensee agrees to indemnify Dataclay from any claim, demand, loss or damages including, without limitation, reasonable attorneys' and expert witness' fees, arising out of or related to Licensee's use of the Software or violation of this Agreement.

**No Waiver.** No waiver of any right under this Agreement will be effective unless in writing, signed by a duly authorized representative of Dataclay. No waiver of any past or present right arising from any breach or failure to perform will be deemed to be a waiver of any future right arising under this Agreement.

**Severability.** If any provision in this Agreement is held invalid or unenforceable, that provision will be construed, limited, modified or, if necessary, severed, to the extent necessary, to eliminate its invalidity or unenforceability, and the other provisions of this Agreement will remain unaffected.

**Non-Exclusive Remedy.** Except as otherwise expressly stated herein, termination, expiration or cancellation of this Agreement and/or Licensee's use of the Software will be a non-exclusive remedy of Dataclay and will be without prejudice to any other right or remedy of Dataclay. Except as otherwise expressly stated herein, Dataclay's rights and remedies are cumulative and not alternative.

**Attorneys' Fees.** In the event of any legal proceeding between Dataclay and you arising out of or related to this Agreement, Dataclay will be entitled to recover, in addition to any other relief awarded or granted, its costs and expenses (including reasonable attorneys' and expert witness' fees) incurred in any such proceeding.

**U.S. Government End Users.** The Software is a "commercial item," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire the Software with only those rights set forth herein. Contractor/Manufacturer is Dataclay, LLC, 6425 Living Place, Suite 200, Pittsburgh, PA 15206.

**Export.** Licensee will comply with all applicable export laws, restrictions, and regulations of any United States or foreign agency or authority. Licensee will not export or re-export or allow or authorize the export or re-export of the Software and Documentation, or any product, technology or information it obtains or learns pursuant to this Agreement (or any direct product thereof) in violation of any such laws, restrictions or regulations.

**English Language Controls.** We may provide translations of this Agreement as a convenience to licensees. However, in the event of a conflict or inconsistency between the English and any non-English versions, the English version of this Agreement will govern, to the extent not prohibited by local law in your jurisdiction.

#### **Notices**

- **To Dataclay:** Licensee may send notices to Dataclay at the following address: Dataclay, LLC, 6425 Living Place, Suite 200, Pittsburgh, PA 15206, as it may be updated from time to time on the Dataclay website.
- **To Licensee:** Dataclay may notify Licensee by email, postal mail or other legally acceptable means using the contact information provided by Licensee.

**Marketing.** Dataclay may use and display Customer's name, logo, trademarks, and service marks on Dataclay's website and in Dataclay's marketing materials in connection with identifying Customer as a customer of Dataclay. Upon Customer's written request, Dataclay will promptly remove any such marks from Dataclay's website and, to the extent commercially feasible, Dataclay's marketing materials.

**Complete Understanding.** This Agreement sets forth the entire understanding and agreement between Licensee and Dataclay with respect to the subject matter hereof and supersedes any prior representations, discussions, undertakings, communications, or advertising relating to the Software. This Agreement may be amended only in writing signed by an authorized representative of Dataclay. NO VENDOR, DISTRIBUTOR, DEALER, RETAILER, SALES PERSON OR OTHER PERSON IS AUTHORIZED TO MODIFY THIS AGREEMENT OR TO MAKE ANY WARRANTY, REPRESENTATION OR PROMISE WHICH IS DIFFERENT THAN, OR IN ADDITION TO, THIS AGREEMENT ABOUT THE SOFTWARE.

**Governing Law.** This Agreement will be governed by, and interpreted in accordance with, the laws of the State of Texas (U.S.A.) exclusive of its choice of law provisions. Licensee consents to the exclusive jurisdiction and venue of the State and Federal Courts for Travis County, Texas; provided, however, that an action for injunctive relief may be filed in a jurisdiction where the actions or party to be enjoined is located. This Agreement expressly excludes the United Nations Convention on Contracts for the International Sale of Goods. The parties expressly exclude the application of the United Nations Convention on the International Sale of Goods and UCITA (the Uniform Computer Information Transactions Act) as it may be enacted in the applicable jurisdiction. The prevailing party in any action to enforce this Agreement will be entitled to recover costs and expenses, including, without limitation, fees of attorneys and experts and costs and fees on appeal. English will be the controlling language of this Agreement.

Trademark Notice. Copyright © 2014-2025 Dataclay, LLC All rights reserved. Templater®, Templater Rig™, Templater Pro™, Templater Bot™ and QUE™, are trademarks of Dataclay, LLC. All other marks referenced are the property of their respective owners.