Datgel

Software License Schedule

(also known as the Datgel End User License Agreement, or EULA)

DGD-LG-005 — v1.3

Version date: 28 October 2026 • Effective on publication

This Schedule is incorporated by reference into the
Datgel Master Customer Agreement (DGD-LG-004)
between Datgel and each Customer, and into the
Datgel Trial Terms of Use (DGD-LG-006)
accepted by each Trial user.

Published at:
www.datgel.com/legal/license-schedule
www.datgel.com/legal/eula

Preamble

This document is the Datgel Software License Schedule (the “Schedule”). It is also known as the Datgel End User License Agreement (or EULA). Both names refer to the same document.

The Schedule is one of the three components of the Datgel Master Customer Agreement (DGD-LG-004) (the “Master Customer Agreement”). The other two components are the Master Customer Agreement terms themselves (clauses 1 to 16 of DGD-LG-004) and each Order Form issued by Datgel and accepted by the Customer. The Schedule is also incorporated into the Datgel Trial Terms of Use (DGD-LG-006), which govern access to a Trial Version by a person whose organisation has not executed a Master Customer Agreement.

The Schedule sets out:

(a) the license types that Datgel offers and the terms of each;

(b) trial, promotional, evaluation, and academic version terms;

(c) operational specifications for Hosted Services and Customer-Hosted Deployments, including storage allowances, sub-processor list, and data-residency regions;

(d) Datgel Support and Maintenance service-level details;

(e) Customer warranties, disclaimers, and limitations of remedies (subject always to the mutual liability cap in clause 8 of the Master Customer Agreement);

(f) Datgel’s collection and use of Telemetry.

Foundational legal terms — liability, indemnity, payment, intellectual property, confidentiality, governing law, dispute resolution — are in the Master Customer Agreement and are not in this Schedule.

Datgel may vary this Schedule from time to time under the variation mechanism in clause 14 of the Master Customer Agreement. Each customer receives notice of variations affecting their Products, and may exercise the exit right in clause 14.6 of the Master Customer Agreement in respect of an Operational Change to which they reasonably object.

Important Notice

Do not install or use the Product until you have read and accepted all of the terms of this Schedule together with the Master Customer Agreement or, for a Trial Version, the Trial Terms of Use. If you do not wish to accept the terms, please do not activate the Product, and contact Datgel for a refund. You must not install or use the Product if to do so would be illegal or unlawful.

Copyright

The Product is copyright protected and intended to be used only by persons authorised by Datgel. All updates, amendments, or modifications to the Product belong to Datgel. No use or disclosure of the Product is otherwise permitted, and it may not be reproduced by any process, electronic or otherwise, without the specific written permission of Datgel.

A Definitions

Capitalised terms used in this Schedule have the meanings given in clause 1 of the Master Customer Agreement. The following additional definitions apply throughout this Schedule:

Academic Version: a version of a Product licensed for use only within an accredited tertiary education institution under the Academic Versions provisions in Section E of this Schedule.

Automation Interface: a command-line tool, application programming interface (including an OGC-standards endpoint), Model Context Protocol server, or other programmatic interface that Datgel supplies as part of a Product for the purpose of automating, or integrating other software with, the use of that Product.

Command Execution: a single instance of executing a particular unit of functionality inside a software application, such as performing a series of calculations over data which is launched from a single user-interface gesture.

Computer Network Technology: a computer network of any description using any communication protocol, whether using technologies now known or later devised, including Microsoft Terminal Server, Microsoft Remote Desktop, Citrix application server, or any form of thin-client application server.

Concurrent User: a Licensed User who, at a given moment, holds a Seat under a Network License, by being signed in to or running the Licensed Software.

Cooldown Period: the 90-day period following expiry of a Trial Period during which the same user account or email address may not re-enrol in a Trial Period for the same Product.

Country: the sovereign country nominated for a License in the Order Form or, where none is nominated, determined under clause B.3.

Customer-Hosted Deployment: an installation of a Product, or of a server component of a Product, on infrastructure that the Customer, or a third party engaged by the Customer, operates, whether on the Customer's premises or in a cloud subscription controlled by the Customer.

Device Checkout: the manner of Seat consumption described in clause C.2(d), under which a Seat is held by a specific device, rather than being released when the Licensed Software is closed.

Edition: a defined level or configuration of a Product (such as a Starter, Professional, or Enterprise level), with the scope described in the Order Form and in the Documentation for that Product, as further described in clause C.13.

Evaluation Version: a Product or Trial Version supplied for promotional, evaluation, testing, or similar purposes where payment has not been made and the Trial Provisions do not apply.

gINT Add-In Product: a Product that operates as an add-in to, or in conjunction with, Bentley gINT software. The license types in clauses C.1 to C.11 continue to apply to gINT Add-In Products as described in those clauses.

gINT Objects: intellectual property for use with Bentley gINT software, including reports, library items, database design, correspondence files, specifications, user guides, manuals, training materials, and other correspondence.

Hardware Key: a peripheral physical device, commonly known as a "dongle", which may be inserted into a USB port on a physical computer and validates that Licensed Software copied to that computer complies with the terms of the License granted.

License: the right granted to the Customer to use specified Licensed Software and Licensed Materials, of the license type identified in the relevant Order Form and on the terms set out in this Schedule.

Network License: a Country Network License, Regional Network License, or International Network License, as described in clauses C.2 and C.3.

Non-Production Instance: an instance of a server component of the Licensed Software that is used solely for testing, staging, training, or disaster-recovery standby, and not for live production work.

Office: a real property used by an organisation for the purposes of conducting business which has a single and unique street or postal address.

Perpetual License: a License that does not have a defined expiry and continues until terminated in accordance with the Master Customer Agreement.

Product Code: the code identifying a Product and, where applicable, its Edition, license type, geographic scope, and subscription basis, as shown on an Order Form. For example, a Product Code ending in "_RNW-S" denotes a Regional Network License on a subscription basis. The license-type suffixes used in Product Codes are explained in Section C.

Region: a group of countries listed as a standard Region in clause C.3(c), or a custom group of countries defined in an Order Form under clause C.3(d).

Seat: a unit of permitted concurrent use of a Product or Edition under a Network License. The number of Seats in a pool is the quantity stated in the Order Form.

Site: an office, business unit, or other part of the Customer that Datgel records as a separate site of the Customer in the Customer Area, and to which Licenses are issued.

Software Key: an electronic file or files located on a computer's hard drive that validate that Licensed Software copied to that computer complies with the terms of the License granted.

Subscription License: a License that may be used over a defined time period (such as one month, or 3, 6, or 12 months), as specified in the relevant Order Form. A Product Code ending in "-S" (for example, "_CNW-S") denotes a Subscription License. An annual Subscription License, of any license type, renews automatically for a further Subscription Term of twelve months (unless the Order Form states otherwise), at Datgel's list price then in force, unless either party gives the other written notice of non-renewal at least 30 days before the end of the then-current Subscription Term, and Datgel will notify the Customer of the renewal Fees at least 45 days before the end of each Subscription Term. If that notice shows that the price of a renewing Subscription License will increase (compared, for an equivalent period, with its price for the current Subscription Term), the Customer may cancel the renewal of that Subscription License by written notice to Datgel at any time before the end of the current Subscription Term, even after the 30-day notice period has passed, without charge or penalty. Where Datgel offers monthly billing for a Product, a monthly Subscription Term renews automatically each month until cancelled, cancellation takes effect at the end of the paid month, and no refund is given for part of a month. Unless the Order Form states otherwise, all Subscription Licenses issued to the same Site for Products that the Documentation identifies as co-termed, and that have the same billing period, expire and renew on one common date for that Site: annual Subscription Licenses are co-termed with each other, and monthly Subscription Licenses with each other, but an annual Subscription License is not co-termed with a monthly one, and Subscription Licenses issued to different Sites are not co-termed with each other. When the Customer orders a further such License for a Site, its first Subscription Term ends on that Site's common date for its billing period and its Fees are pro-rated by day. Where no such License with that billing period is held for a Site, the first one ordered for that Site and billing period sets the common date.

Telemetry: has the meaning given in clause 1.1 of the Master Customer Agreement (which includes feature-usage events, standard application telemetry, license-usage records, and error reports and diagnostic logs) or, for a Trial user whose organisation has not executed a

Master Customer Agreement, the meaning given in the Trial Terms of Use. Telemetry does not include Customer Data.

Trial Period: the time-limited evaluation period for a Product as set out in Section E of this Schedule.

Trial Environment: a Datgel-hosted shared environment used to deliver Trial Period access to Web Applications, Mobile Applications, and connected Products, as further described in Sections D and E.

Trial Terms of Use: the Datgel Trial Terms of Use (DGD-LG-006) published at www.datgel.com/legal/trial-terms, which govern access to a Trial Version by a person whose organisation has not executed a Master Customer Agreement.

Trial Version: a copy of a Product made available to the Customer or to a Trial user for use during a Trial Period.

B General License Terms

B.1 Grant of License

Subject to the Customer's compliance with the Master Customer Agreement and this Schedule, Datgel grants the Customer a limited, revocable, non-exclusive, non-transferable License (with no right to sub-license and no right of ownership) to:

(a) copy the Licensed Software into machine-readable object code form;

(b) use the Licensed Materials supplied for the Customer's internal use only;

(c) make the number of copies of the Licensed Software specified in the relevant Order Form;

(d) make one copy of the Product in machine-readable form for back-up purposes, including reproduction of the copyright notice on the original copy supplied by Datgel;

(e) use a copy of the Product on a Licensed User's mobile computer outside the licensed Country or Region (for License types that specify a Country or Region restriction) or Office (for License types that specify an Office restriction) for a continuous period not exceeding twenty-eight (28) days after departure from the specified Country, Region, or Office;

(f) use the Product in accordance with the additional license requirements of the license type identified in the Order Form, as set out in Section C of this Schedule; and

(g) use the Product during the Subscription Term, where the License is a Subscription License.

B.2 Prohibitions

The Product is provided solely for the use of the Customer and its Licensed Users as end users, for the purpose of conducting the Customer's business activities. The Customer must not:

(a) supply copies of the Product to an agent, subcontractor, or third party, even where the use would be in respect of the Customer's business activities;

(b) market, distribute, or transfer copies of the Product to anyone outside the licensed organisation;

(c) reproduce the Product or any component thereof by any means or process, electronic or otherwise;

(d) redistribute copies of the Product or any component thereof, either alone or as a component of any other product;

(e) modify, adapt, translate, rent, lease, loan, sell, distribute, network, or create derivative works based upon the Product or any component thereof;

(f) decompile, reverse-engineer, disassemble, or otherwise reduce the Licensed Software to a form allowing other uses apart from those described in the Master Customer Agreement and this Schedule;

(g) operate or integrate the Licensed Software with any automated electronic process unattended by Licensed User personnel, except through an Automation Interface in accordance with clause B.4;

(h) engage in password or account sharing, or use Computer Network Technology or port aggregation to use the Licensed Software, without the express permission of Datgel, except (i) as inherent in the delivery of a Web Application, Mobile Application, or Hosted Service, or (ii) under a Network License, where each Licensed User who accesses the Licensed Software through Computer Network Technology (including a Microsoft Remote Desktop or Citrix session) holds a Seat;

(i) circumvent, disable, or interfere with any Datgel usage-control mechanism, or any Seat, Edition, or geographic restriction, or prevent or alter the collection or transmission of Telemetry;

(j) publish, or disclose to any third party, the results of any benchmark, performance, or comparative test of the Product without Datgel’s prior written consent; or

(k) retain a copy of the Product or use the Product after a Subscription License has expired, except that the Customer may retain a copy of project databases containing the Customer’s own data unless the Master Customer Agreement is terminated.

B.3 Restrictions on Country, Region, or Office of use

Where a License is granted with restrictions on Country, Region, or Office of use and no Order Form specifies the Country, Region, or Office, the License applies to the country of the Customer site to which Datgel issues the License or, failing that, the country or Office where the Product is first installed or used; and a Regional Network License or Regional Seat License applies to the standard Region in clause C.3(c) that contains that country. All rights in and to the Product and all written components belong to Datgel and are protected by copyright and other intellectual property laws.

B.4 Automation Interfaces

Where Datgel supplies an Automation Interface as part of a Product, the Customer may use it to automate the Customer’s own use of that Product, or to integrate that Product with the Customer’s other software, provided that:

(a) each automated session, process, service account, or artificial-intelligence agent that signs in to or uses the Licensed Software holds a Seat (or, for a license type that is not a Network License, uses the License in the manner that the usage-control mechanism requires) while it runs, in the same way as a Licensed User, unless the Order Form or the Documentation for that Product provides otherwise. Where an Automation Interface is used without a continuous session (for example, by requests made with an API key), a Seat is treated as in use while requests have been made within the previous 10 minutes, and a Licensed User using a Product through a browser or client and through an Automation Interface at the same time uses one Seat. An Automation Interface used without a person present (for example, in a scheduled task or a continuous-integration pipeline) must use the credentials of a Licensed User, and uses that Licensed User’s Seat on the device on which it runs; a Seat may remain in use for a short period after a run ends, as described in the Documentation;

(b) credentials, API keys, and client secrets issued for an Automation Interface are kept confidential and are used only by or on behalf of the Customer;

(c) the Automation Interface is not used to give persons who are not Licensed Users access to the Licensed Software or its functionality, or to operate the Licensed Software as a service for third parties;

(d) the Customer is responsible for all actions taken through the Automation Interface using its credentials;

(e) Datgel may apply reasonable rate or usage limits to an Automation Interface to protect the security and availability of the Product and of its Hosted Services; and

(f) where the Customer connects an artificial-intelligence agent or assistant of its own choosing to a Product (including through a Model Context Protocol server supplied as an Automation Interface), the agent acts on behalf of the Customer; data that the agent retrieves from the Product is disclosed by the Customer to the agent and to its provider, which is not a sub-processor of Datgel; and the Customer is responsible for the agent's actions, configuration, and permissions, and for that provider's terms and processing.

B.5 Mobile Applications obtained from an app store

Where the Customer or a Licensed User obtains a Mobile Application from the Apple App Store, Google Play, or another operating-system application store (an "App Store"):

(a) this Schedule, and the Master Customer Agreement or the Trial Terms of Use (as applicable), are concluded between Datgel and the Customer only, and not with the operator of the App Store (such as Apple Inc. or Google LLC); Datgel, and not the App Store operator, is solely responsible for the Mobile Application and its content;

(b) the License to the Mobile Application is limited to use on devices that the Licensed User owns or controls, as permitted by the usage rules of the App Store, in addition to the terms of this Schedule;

(c) the App Store operator has no obligation to provide any maintenance or support services for the Mobile Application;

(d) in the event of any failure of the Mobile Application to conform to any applicable warranty, the Licensed User may notify the App Store operator, which will refund the purchase price (if any) paid to it for the Mobile Application; to the maximum extent permitted by law, the App Store operator has no other warranty obligation with respect to the Mobile Application;

(e) Datgel, and not the App Store operator, is responsible for addressing any claim relating to the Mobile Application or its possession or use, including product liability claims, claims that the Mobile Application fails to conform to any legal or regulatory requirement, claims arising under consumer protection, privacy, or similar legislation, and the investigation, defence, settlement, and discharge of any third-party claim that the Mobile Application infringes that third party's intellectual property rights;

(f) the Licensed User represents and warrants that they are not located in a country that is subject to a United States Government embargo or that has been designated by the United States Government as a "terrorist supporting" country, and that they are not listed on any United States Government list of prohibited or restricted parties;

(g) the Licensed User must comply with applicable third-party terms (such as their wireless data service agreement) when using the Mobile Application;

(h) questions, complaints, and claims about the Mobile Application should be directed to Datgel using the contact details in Section J; and

(i) Apple Inc. and its subsidiaries are third-party beneficiaries of this clause B.5 and, on the Licensed User's acceptance of this Schedule, have the right (and are deemed to

have accepted the right) to enforce this clause B.5 against the Licensed User as a third-party beneficiary.

B.6 Artificial-intelligence features

Products may include artificial-intelligence features, such as assistants and the summarisation, extraction, or classification of data ("AI Features"). AI Features are provided using one or more third-party artificial-intelligence model providers selected by Datgel, and Datgel may add, change, or replace those providers from time to time. In respect of AI Features:

(a) content is sent to an artificial-intelligence model provider only when a Licensed User uses an AI Feature, and only the content needed to perform the task requested is sent, which may include Customer Data such as project data, photographs, and uploaded files; it is processed solely to generate the response; and conversations with AI Features, and the content submitted to them, are retained by Datgel for as long as it reasonably needs them for the AI Feature, support, and security, or for any longer period required by law, and are then deleted;

(b) Datgel will use only artificial-intelligence model providers that are bound by contract not to use content submitted by or for the Customer to train or improve their models, and to keep that content confidential and secure;

(c) Datgel publishes the artificial-intelligence model providers in use, and the jurisdictions in which they process content, at www.datgel.com/legal/ai-providers (the "AI Provider List"), which forms part of the sub-processor list in clause D.6; Datgel will not use a new artificial-intelligence model provider for AI Features until at least 14 days after it has published that provider on the AI Provider List and given notice of it in the Customer Area, except that where a provider must be replaced or suspended urgently for security, availability, or legal reasons, Datgel may update the AI Provider List with effect on publication and will notify the Customer promptly afterwards; other changes to the AI Provider List take effect as provided in clause 7.4 of the Master Customer Agreement; and a Customer that does not accept a new provider may ask Datgel to disable AI Features under this clause B.6;

(d) responses may be inaccurate or incomplete, and must be checked by a suitably qualified person before they are relied on, consistent with clause G.2; the Customer is responsible for its use of responses;

(e) the Customer may ask Datgel to disable AI Features for all or some of its Licensed Users, where the Product supports doing so, and Datgel will do so within ten Business Days; disabling AI Features does not change the Fees; and

(f) where a Product allows the Customer to connect an artificial-intelligence model provider of the Customer's own choice, using the Customer's own account or credentials, that provider is not a sub-processor of Datgel, and the Customer is responsible for that provider's terms and processing.

C License Types

This Section sets out the license types available under the Master Customer Agreement. Clauses C.1 to C.11 describe the license types, and clauses C.12 to C.15 set out additional terms for particular kinds of Product. The Order Form for each Product, together with the Documentation for that Product, identifies the license type, any Edition, and the manner of Seat consumption (sign-in or Device Checkout) that apply to that Product. The license type is usually identified by the suffix of the Product Code, as follows:

Product Code suffix	License type	Clause
SU	Single User Software Key License (or Single User Hardware Key License, where a Hardware Key is supplied)	C.4 (C.1)
CNW	Country Network License	C.2 and C.3
RNW	Regional Network License	C.2 and C.3
INW	International Network License	C.2 and C.3
CS	Country Seat License — one-to-one with gINT license quantity	C.8(a)
CS-LG	Country Seat License — lesser than gINT license quantity	C.8(b)
RS	Regional Seat License — one-to-one with gINT license quantity	C.9
RS-LG	Regional Seat License — lesser than gINT license quantity	C.9
IS	International Seat License — one-to-one with gINT license quantity	C.10
IS-LG	International Seat License — lesser than gINT license quantity	C.10
SL	Single Server License	C.11
-S (final suffix)	Subscription License of the type indicated by the preceding suffix (for example, _CNW-S)	Section A

Where a Product Code has no license-type suffix, the license type is as stated in the Order Form and in clauses C.12 to C.15.

C.1 Single User Hardware Key License

A Single User Hardware Key License:

(a) allows a single copy of the Licensed Software to be used by any Licensed User on any of the Customer's personal computers in combination with a Hardware Key or another Datgel software usage-control mechanism, within the licensed organisation and country specified in the Order Form;

(b) does not permit use of the Licensed Software over a computer network of any description with any Computer Network Technology;

(c) does not permit electronic transfer of the Licensed Software from one computer to another over a network without the specific written permission of Datgel; and

(d) permits accompanying Licensed Materials to be used only within the licensed organisation and licensed country.

C.2 Network Licenses — Country, Regional, and International

A Network License (a “Country Network License”, “Regional Network License”, or “International Network License”, identified in a Product Code by the suffix CNW, RNW, or INW respectively, and previously described as a Country Network Hardware Key License or International Network Hardware Key License):

(a) provides a pool of Seats, of the quantity specified in the Order Form, that may be drawn on by any Licensed User of the licensed organisation; the Licensed Software may be installed on any number of the Customer’s computers and devices, but the number of Licensed Users (and automated sessions under clause B.4) using it at any moment must not exceed the number of Seats;

(b) is controlled by a Datgel software usage-control mechanism (currently the 10Duke Enterprise licensing service) or, for Products that still use one, a Hardware Key, and does not depend on the Customer holding any third-party software license (such as a Bentley gINT license) unless the Order Form or the Documentation for that Product says so;

(c) unless the Order Form or the Documentation for the Product provides for Device Checkout, consumes a Seat while a Licensed User is signed in to and using the Licensed Software (a Seat being held for the combination of the Licensed User and the device on which the Licensed Software is running, so that a Licensed User who uses the Licensed Software on more than one device at the same time holds a Seat for each device, while any number of instances of the Licensed Software that the Licensed User runs on the same device together hold one Seat), and releases the Seat when the Licensed User closes the Licensed Software or signs out, or automatically after a period without a license heartbeat set by Datgel from time to time;

(d) where the Order Form or the Documentation for the Product provides for Device Checkout, consumes a Seat for a specific device from the time the device checks the Seat out until the Seat is checked back in (by signing out, or by an administrator of the Customer removing the device), whether or not the Licensed Software is running; while checked out, the Seat may be used by any Licensed User operating that device, including while the device is offline for the period that Datgel configures, which may extend to the remainder of the Subscription Term;

(e) may be used by Licensed Users ordinarily based in the licensed Country (for a Country Network License), in the licensed Region (for a Regional Network License), or in any country (for an International Network License), as further described in clause C.3, including over a computer network located within that Country or Region;

(f) does not permit a Seat to be shared with, or used by, any person outside the licensed organisation, and Seats are not pooled across separate customer organisations, even where they are related;

(g) where the License is a Subscription License, is valid for the Subscription Term; additional Seats may be added during a Subscription Term and, unless the Order Form states otherwise, are co-termed with the existing Seats of that pool and charged pro rata; renewal and co-terming are as provided in the definition of Subscription License in Section A; and

(h) permits accompanying Licensed Materials to be used only within the licensed organisation and, for a Country or Regional Network License, within the licensed Country or Region.

C.3 Geographic scope of Network and Regional Seat Licenses

(a) Country. A Country Network License may be used by Licensed Users who are ordinarily based in the licensed Country. The licensed Country is the country of the

Customer site named in the Order Form or, failing that, is determined under clause B.3.

(b) Region. A Regional Network License may be used by Licensed Users who are ordinarily based in any country within the licensed Region. Datgel defines each standard Region so that the standard-time offsets from Coordinated Universal Time (UTC) of the principal business centres of its member countries span approximately four hours, and in any event not more than six hours, so that Licensed Users who share a pool of Seats work broadly overlapping business hours. A country that spans several time zones is allocated wholly to one Region, and a Region that consists of a single country may span all of that country's time zones.

(c) Standard Regions. The standard Regions are set out in the table below. Datgel may add countries or Regions to the table under clause 14.3 of the Master Customer Agreement. Removing a country from a Region in which the Customer holds a Regional Network License or Regional Seat License is a Material Change for that Customer during the then-current Subscription Term. The inclusion of a country in a Region does not authorise any supply or use that is prohibited by the Sanctions Laws referred to in clause 15.7 of the Master Customer Agreement. Datgel does not license, supply, or support any Product for use in, or by Licensed Users ordinarily based in, the following countries and territories, whether or not they are listed in a Region: the Russian Federation, Belarus, Iran, North Korea (the Democratic People's Republic of Korea), Syria, Cuba, and the Crimea, Donetsk, and Luhansk regions of Ukraine, together with any other area of Ukraine that is not under the control of the Government of Ukraine. Datgel may add a country or territory to this list where the Sanctions Laws require it, with effect from when they require it, and clause 15.7 of the Master Customer Agreement then applies.

Standard Region	Member countries	Indicative UTC span (principal centres, standard time)
Oceania	Australia, New Zealand, Papua New Guinea, Fiji, Solomon Islands, Vanuatu, Samoa, Tonga, and the other Pacific Island countries and territories	UTC+8 to UTC+13
South-East Asia	Singapore, Malaysia, Indonesia, Brunei, the Philippines, Thailand, Vietnam, Cambodia, Laos, Myanmar, and Timor-Leste	UTC+6:30 to UTC+9
China	The People's Republic of China, including the Hong Kong and Macau Special Administrative Regions	UTC+8
North Asia	Japan, South Korea, Taiwan, and Mongolia	UTC+8 to UTC+9
South and Central Asia	India, Pakistan, Bangladesh, Sri Lanka, Nepal, Bhutan, the Maldives, Afghanistan, Kazakhstan, Kyrgyzstan, Tajikistan, Turkmenistan, and Uzbekistan	UTC+4:30 to UTC+6
Middle East	Bahrain, Iran, Iraq, Israel, Jordan, Kuwait, Lebanon, Oman, Palestine, Qatar, Saudi	UTC+2 to UTC+4

Standard Region	Member countries	Indicative UTC span (principal centres, standard time)
	Arabia, Syria, the United Arab Emirates, and Yemen	
Europe	The member states of the European Union and the European Economic Area, the United Kingdom, Switzerland, Türkiye, Ukraine, Moldova, Georgia, Armenia, Azerbaijan, the countries of the Western Balkans, Andorra, Monaco, San Marino, and the Vatican City	UTC+0 to UTC+4
Africa	The countries of continental Africa, together with Madagascar, Mauritius, Seychelles, Comoros, Cabo Verde, and São Tomé and Príncipe	UTC−1 to UTC+4
North America	The United States, Canada, Mexico, and Bermuda	UTC−8 to UTC−3:30
Central America and the Caribbean	Belize, Guatemala, Honduras, El Salvador, Nicaragua, Costa Rica, Panama, and the Caribbean island countries and territories	UTC−6 to UTC−4
South America	Argentina, Bolivia, Brazil, Chile, Colombia, Ecuador, Guyana, Paraguay, Peru, Suriname, Uruguay, Venezuela, and French Guiana	UTC−5 to UTC−3

(d) Custom Region. An Order Form may define a custom Region comprising named countries whose principal business centres have standard-time offsets from UTC that span not more than six hours, or such wider span as the Order Form states. A custom Region applies only to the Order Form that defines it and to its renewals. A country that is not listed in a standard Region may be included only in a custom Region.

(e) International. An International Network License may be used by Licensed Users in any country, subject to clause 15.7 (Sanctions and export control) of the Master Customer Agreement and, for Mobile Applications obtained from an App Store, clause B.5(f).

(f) Separate pools. Where the Customer holds Network Licenses of more than one geographic scope for the same Product or Edition, each is a separate pool of Seats. Likewise, Regional Seat Licenses are a separate pool from any Country Seat Licenses or International Seat Licenses held for the same Product. The Customer must assign each Licensed User to the pool that corresponds to the place where that Licensed User is ordinarily based, using the administrative tools that Datgel provides. A Licensed User assigned to one pool may not consume a Seat from another pool when the first pool is fully in use.

(g) Travel and remote access. A Licensed User who is temporarily outside the licensed Country or Region may continue to use a Seat from their assigned pool in accordance with clause B.1(e). Use of the Licensed Software by remote access to a computer located in the licensed Country or Region is use from the place where the Licensed User is located.

(h) Verification. Datgel may use Telemetry under clause H.1, including an approximate location derived at the time a Seat is consumed or a Regional Seat License is used, to verify compliance with this clause C.3 and clause C.9, and may report apparent out-of-scope use to the Customer. On request, the Customer will either reassign the affected Licensed Users or upgrade the affected Seats to a Network License of the appropriate scope (or, for a Regional Seat License, upgrade the affected licenses to a Seat License of the appropriate scope).

C.4 Single User Software Key License

A Single User Software Key License (also referred to as “Single User License”, “Single Computer Software Key License”, or “Single Computer License”):

(a) allows a single copy of the Licensed Software to be used by any Licensed User on any of the Customer’s personal computers within the licensed organisation and country specified in the Order Form;

(b) does not permit use over a computer network with Computer Network Technology;

(c) does not permit electronic transfer from one computer to another over a network without the specific written permission of Datgel; and

(d) permits accompanying Licensed Materials to be used only within the licensed organisation and licensed country.

C.5 Office Wide License

An Office Wide License:

(a) allows an unlimited number of copies to be used on any of the Customer’s personal computers within a single Office, as specified in the Order Form;

(b) may be used by any Licensed User over a computer network located entirely within the licensed Office; and

(c) permits accompanying Licensed Materials to be used only within the licensed organisation at the licensed Office.

C.6 Country Wide License

A Country Wide License:

(a) allows an unlimited number of copies of the Licensed Software to be used on any of the Customer’s personal computers within the licensed organisation and country specified in the Order Form;

(b) may be used by any Licensed User over a computer network located entirely within the licensed country; and

(c) permits accompanying Licensed Materials to be used only within the licensed organisation and licensed country.

C.7 International License

An International License:

(a) allows an unlimited number of copies of the Licensed Software to be used on any of the Customer’s personal computers within the licensed organisation in any country, as specified in the Order Form;

(b) may be used by any Licensed User over a computer network within the licensed organisation; and

(c) permits accompanying Licensed Materials to be used only within the licensed organisation.

C.8 Country Seat License

A Country Seat License:

(a) allows a limited number of copies of the gINT Objects and Licensed Software to be used on any of the Customer's personal computers within the licensed organisation and country, up to the maximum number specified in the Order Form;

(b) requires the Licensed Software and gINT Objects to be used in combination with a Hardware Key, Software Key, or another Datgel software usage-control mechanism;

(c) may be used by any Licensed User over a computer network located entirely within the licensed country;

(d) permits accompanying Licensed Materials (other than gINT Objects) to be used only within the licensed organisation and licensed country; and

(e) has the two sub-types described in clauses C.8(a) and C.8(b) below.

C.8(a) Country Seat License — one-to-one with gINT license quantity:

(i) This sub-type applies when the Customer purchases and maintains the same or a greater quantity of Country Seat Licenses as the quantity of gINT licenses used.

(ii) The gINT Library is unlocked and gINT Rules is locked.

(iii) Within 2 weeks of the end of each quarter, the Customer must provide Datgel with (or facilitate Datgel to obtain) the previous 3 months of gINT usage data, presenting peak usage on each day based on 10-minute license pooling, in Excel or CSV format.

(iv) The Customer must create a login to its bentley.com organisation account using an email address provided by Datgel, with co-admin rights, or provide its Bentley Usage Data Export Authorisation Keys.

(v) The quantity of gINT licenses used is calculated based on the second-highest day for the Customer in the country, using 10-minute pooling, in the past 3 months.

(vi) The initial purchase quantity of Country Seat Licenses must be greater than or equal to the quantity of gINT licenses used, or if the Customer is new to gINT, the number of gINT licenses held.

(vii) The quantity of Country Seat Licenses must be greater than or equal to the quantity of gINT licenses used, gINT Objects used, and Licensed Software used.

C.8(b) Country Seat License — lesser than gINT license quantity:

(i) This sub-type applies when the Customer purchases and maintains a lesser quantity of Country Seat Licenses than the quantity of gINT licenses used.

(ii) The gINT Library and gINT Rules are locked, so the user cannot edit reports and other library objects, nor merge or copy library objects.

C.9 Regional Seat License

A Regional Seat License:

(a) allows a limited number of copies of the gINT Objects and Licensed Software to be used on any of the Customer's personal computers within the licensed organisation and Region, up to the maximum number specified in the Order Form;

(b) requires the Licensed Software and gINT Objects to be used in combination with a Hardware Key, Software Key, or another Datgel software usage-control mechanism;

(c) may be used by any Licensed User who is ordinarily based in a country within the licensed Region (as described in clause C.3), including over a computer network located entirely within the licensed Region;

(d) permits accompanying Licensed Materials (other than gINT Objects) to be used only within the licensed organisation and licensed Region; and

(e) has two sub-types analogous to those described in clauses C.8(a) and C.8(b) — a Regional Seat License one-to-one with gINT license quantity (suffix RS) and a Regional Seat License lesser than gINT license quantity (suffix RS-LG) — except that, for the purposes of clause C.8(a)(v), the quantity of gINT licenses used is calculated based on the second-highest day for the Customer in the countries within the licensed Region, using 10-minute pooling across those countries, in the past 3 months.

C.10 International Seat License

An International Seat License:

(a) allows a limited number of copies of the gINT Objects and Licensed Software to be used on any of the Customer's personal computers within the licensed organisation in any country, up to the maximum number specified in the Order Form;

(b) requires the Licensed Software and gINT Objects to be used in combination with a Hardware Key, Software Key, or another Datgel software usage-control mechanism;

(c) may be used by any Licensed User over a computer network within the licensed organisation;

(d) permits accompanying Licensed Materials (other than gINT Objects) to be used only within the licensed organisation; and

(e) has two sub-types analogous to those described in clauses C.8(a) and C.8(b), substituting the Customer's global peak gINT usage for its in-country peak gINT usage in the calculation.

C.11 Single Server License

A Single Server License (identified in a Product Code by the suffix SL):

(a) allows a single production instance of the Licensed Software, or of a server component of it, to be installed on one computer, virtual machine, or container deployment operated by or for the licensed organisation, as specified in the Order Form;

(b) may be accessed by any Licensed User over a computer network within the licensed organisation, provided that where the Product also requires each user to hold a Seat (such as a Web Application or a connected Product under clause C.12 or C.14), each Licensed User also holds a Seat;

(c) includes the right to operate one Non-Production Instance in addition to each licensed production instance, unless the Order Form states otherwise;

(d) requires the Licensed Software (and, for gINT Add-In Products, the gINT Objects) to be used in combination with a Hardware Key, Software Key, or another Datgel software usage-control mechanism, which may require the server to connect to Datgel's licensing service periodically to renew its License; and

(e) permits accompanying Licensed Materials to be used only within the licensed organisation.

C.12 Web Application License

Where a Product is a Web Application, the License for it comprises, as specified in the Order Form:

(a) a Single Server License for each deployment of the Web Application, held by the deployment while it runs; unless the Order Form provides for a Customer-Hosted

Deployment, Datgel operates the Web Application as a Hosted Service, the Server License is included in the Fees, whether the Hosted Service is dedicated to the Customer or shared with other customers, and Section D applies; a further deployment, other than a Non-Production Instance under clause C.11(c), requires a further Single Server License;

(b) a Network License for user Seats, under which a Seat is consumed by each Licensed User signed in to the Web Application and is released after a period without a session heartbeat; unless the Order Form states otherwise, user Seats for a Web Application are an International Network License; and

(c) Datgel Support and Maintenance and Product updates for the Subscription Term.

A Web Application is operated by Datgel as a Hosted Service, in which case Section D applies, unless the Order Form provides for a Customer-Hosted Deployment under a Single Server License. Onboarding, migration, and set-up services are Services under clause 6.2 of the Master Customer Agreement, with the scope described in the Order Form.

Access to a Web Application through an OGC-standards endpoint (such as WMS, WFS, or OGC API) or another Automation Interface uses an API key issued to a Licensed User through the Web Application. Such access is use of the Web Application and counts against the same user Seats as access through a web browser, counted as provided in clause B.4(a); the issuing of an API key does not create an additional or separate right of access. API keys are personal to the Licensed User to whom they are issued, must not be shared, and may be revoked by the Customer's administrators or by Datgel.

A Web Application License does not permit redistribution, sub-licensing, or operation of the Web Application as a service for third parties.

C.13 Editions

Where a Product is offered in Editions:

(a) the Order Form identifies each Edition licensed to the Customer, and the scope of each Edition (including the features common to all Editions) is as described in the Documentation for the Product published by Datgel from time to time;

(b) unless the Order Form describes an Edition as a bundle of Licenses, each Edition is licensed under its own Network License and is a separate pool of Seats, and a Licensed User consumes one Seat of each Edition that the Licensed User is using at a given moment;

(c) where the Order Form describes an Edition as a bundle of Licenses (for example, a Single Server License together with a stated number of user Seats), the Edition comprises the Licenses stated in the Order Form, and additional Seats may be purchased in packs co-termed with the Edition subscription; and

(d) Datgel may introduce new Editions, or move features into a higher Edition for new Licenses, under clause 14.3 of the Master Customer Agreement; removing a feature from an Edition that the Customer holds during a then-current Subscription Term is subject to clause 14.5 of the Master Customer Agreement.

C.14 Connected Products and server components

Where the Documentation or the Order Form states that a Product is a connected Product, being a Product that relies on Datgel's licensing service or on a server component to operate:

(a) the Product confirms its Seat with Datgel's licensing service while it runs, and may require an internet connection to do so, except to the extent that the Product uses Device Checkout or the Documentation describes offline use;

(b) unless the Order Form provides for a Customer-Hosted Deployment, the Product synchronises Customer Data with a Hosted Service operated by Datgel, the cost of which is included in the Seat fees unless the Order Form states otherwise, and Section D applies;

(c) Customer Data may also be stored on each device on which the Product is used, so that it can be used while disconnected;

(d) the Customer may operate the server component of the Product as a Customer-Hosted Deployment only under a Single Server License for that server component for each production deployment, together with one Non-Production Instance under clause C.11(c). A server component supplied by Datgel may combine the server components of more than one Product. Each Product's server component in a combined server requires its own Single Server License, and may be used only if the Customer holds a License for that Product; components of Products that the Customer has not licensed need not be used; and

(e) each Licensed User who connects to a server component, whether hosted by Datgel or by the Customer, also requires a Seat for the Product or Edition being used.

C.15 Companion Products

Datgel may supply a Product without separate charge for use with another Product licensed to the Customer (a "Companion Product" and its "Host Product" respectively), as identified in the Documentation. For a Companion Product:

(a) the right to use the Companion Product follows, and ends with, the Customer's License for the Host Product;

(b) each running instance of the Companion Product uses the Seat that the Licensed User already holds for the Host Product on the same device or, if there is none, consumes a Seat from the Customer's pool for the Host Product;

(c) any command-line tool or other programmatic interface of the Companion Product is an Automation Interface, and clause B.4 applies to it; and

(d) use of any third-party software with which the Companion Product interoperates requires the Customer's own license for that third-party software.

D Hosted Service and Customer Data

D.1 Ownership and processing

Where Datgel operates a Product, or a server component of a Product, as a Hosted Service (including a synchronisation service for a connected Product, a Web Application hosted by Datgel, and each Trial Environment), Customer Data uploaded by the Customer is and remains the property of the Customer. Datgel is granted a non-exclusive license to host, copy, transmit, display, and otherwise process Customer Data solely as necessary to provide the Hosted Service. The full Customer Data and Privacy framework is set out in clause 7 of the Master Customer Agreement. Where a Hosted Service is shared with other customers, Datgel keeps each customer's Customer Data logically separated, so that it is accessible only to that customer's Licensed Users and to Datgel as permitted by the Master Customer Agreement.

D.2 Storage allowances

Storage in a Hosted Service is provided for reasonable use in connection with the Customer's licensed use of the Product. Datgel may publish storage allowances for a Hosted Service in the Customer Area or state them in the Order Form.

Where the Customer's usage exceeds a published storage allowance, or materially exceeds reasonable use, Datgel will give the Customer reasonable notice and the opportunity to either reduce usage or purchase additional storage at the rates published by Datgel from time to time.

D.3 Hosted Service availability target

Datgel targets 99.5% monthly availability for Hosted Services excluding planned maintenance windows and force majeure events. Availability is reported in the Customer Area for each Hosted Service. The availability target is a target, not a guarantee, and remedies for unavailability are limited to the credits, if any, set out in the Order Form.

D.4 Planned maintenance

Datgel may take Hosted Services offline for planned maintenance with at least 24 hours' prior notice, except in the case of urgent security or stability maintenance, in which case Datgel will give notice as soon as reasonably practicable. Planned maintenance is scheduled outside Business Hours where reasonably possible.

D.5 Data residency

Datgel stores and processes Customer Data in Australia (Microsoft Azure Australia East region) and Singapore (Microsoft Azure Southeast Asia region) by default. Additional jurisdictions may be added by notification under clause 14 of the Master Customer Agreement, subject to the residency commitments in clause 7.4 of the Master Customer Agreement. At the date of this Schedule Version, Datgel's Hosted Services and Trial Environments are hosted in the Microsoft Azure Australia East region. Personal Information that Datgel holds to administer the Customer's account through the www.datgel.com website — website user accounts, customer account, order and agreement records (including signed agreements), license files, and files uploaded to the website — is stored in the United States (Microsoft Azure South Central US region, Texas), and test copies of the website are kept in Singapore (Microsoft Azure Southeast Asia region). The website is not a Hosted Service, and Customer Data held in Hosted Services is not stored there. Datgel and its sub-processors may store and process other Personal Information in the locations shown in clause D.6. Telemetry is processed in the region set out in clause H.3.

D.6 Sub-processors

Datgel uses the following sub-processors to provide Products and Services. Datgel may update this list under clause 14.3 of the Master Customer Agreement:

Sub-processor	Service provided	Data location
10Duke Enterprise (10Duke Software Oy, Finland)	Identity, authentication, license-entitlement issuance and validation; per-user audit log of license-checkout events	EU (Finland). 10Duke does not store Customer Data, feature-usage events, or standard application telemetry — only authentication, entitlement, and license-event records, which form part of the license-usage records in Telemetry
Microsoft Azure (Microsoft Corporation, USA)	(i) Cloud hosting of Hosted Services (including	Hosted Services and Customer Data: Australia

Sub-processor	Service provided	Data location
	synchronisation services, hosting of Web Applications, and Trial Environments) and Customer Data storage; (ii) collection, processing, and storage of Telemetry in Datgel-controlled systems, processing only the data described in Section H; and (iii) hosting of the www.datgel.com website, including website user accounts, customer account, order and agreement records, and file storage (signed agreements, license files, downloads, and files uploaded to the website).	East region (the Southeast Asia (Singapore) region may also be used under clause D.5). Telemetry: Australia East region. Website, customer account, order and agreement records, and file storage: South Central US region (Texas, USA); test copies in the Southeast Asia (Singapore) region. Additional regions only with notice under clause 14.4 of the Master Customer Agreement.
Artificial-intelligence model providers (at the date of this Schedule Version, Anthropic, PBC, USA; and Microsoft Corporation, USA, for Azure AI Speech)	Processing of the content that a Licensed User chooses to submit to an AI Feature under clause B.6, and of the response, solely to generate that response. The providers in use are those shown in the AI Provider List.	As shown in the AI Provider List (at the date of this Schedule Version, USA)
Map and place-search providers (at the date of this Schedule Version: the OpenStreetMap Foundation, United Kingdom, including its Nominatim search service; OpenTopoMap; Microsoft Azure Maps; and the Singapore Land Authority's OneMap)	Map tiles and place-name search (geocoding) in Products that display maps. Requests contain the map area being viewed and the text of any place-name search entered by a Licensed User, but no other Customer Data.	Global content-delivery networks; Singapore (OneMap)
Electronic signature service provider (at the date of this Schedule Version, SignNow, airSlate, Inc., USA)	Electronic signature of the Master Customer Agreement and other documents Datgel sends for signature	USA. Only the executed PDF documents are stored — no Customer Data and no Telemetry
Airwallex (Airwallex Pty Ltd, Australia)	Payment processing for orders placed online: payer name, billing details, and payment-card details	Australia, and the payment-card networks. No Customer Data and no Telemetry

Sub-processor	Service provided	Data location
Common Room (Common Room Technologies, Inc., USA)	Customer relationship management — name, email, organisation, role, and interaction metadata of the Customer's nominated business contacts	USA. Customer Data is not stored in Common Room
Microsoft Dynamics 365 (Microsoft Corporation, USA)	Sales and quoting; storage of Order Forms, quotes, invoices, and contact data for Customer billing and support	Singapore (Asia Pacific). Billing and contact data only — no Customer Data
Microsoft 365 (Microsoft Corporation, USA)	Email, documents, and file storage, including messages sent to Datgel's legal, privacy, and support addresses	Asia Pacific (Microsoft's Asia-Pacific datacentres)
Xero (Xero Limited, New Zealand)	Accounting, invoices, and payment records	USA, Australia, and New Zealand (as stated by Xero). Billing data only — no Customer Data
Twilio SendGrid (Twilio Inc., USA)	Sending email from Datgel's services, including copies of AI Feature conversations that a Licensed User asks to receive	USA
Microsoft Azure AI Speech (Microsoft Corporation, USA)	Speech-to-text for voice input to AI Features, where a Licensed User uses voice input	As shown in the AI Provider List
Public IP address lookup services (at the date of this Schedule Version, Amazon Web Services checkip and ipify)	Returning the public IP address of the device running the Licensed Software, for license-usage records. A request discloses only that device's public IP address	USA and global content-delivery networks

D.7 Customer-Hosted Deployments

Sections D.1 to D.5 do not apply to a Customer-Hosted Deployment. In a Customer-Hosted Deployment, Customer Data remains on infrastructure controlled by the Customer; Datgel does not host it, and does not access it except where the Customer grants access for the purpose of Datgel Support and Maintenance or Services. The Customer is responsible for the security, patching, backup, availability, and retention of that infrastructure and of the Customer Data on it. Customer Data held on a Licensed User's device by a Product is likewise the Customer's responsibility while it is on that device.

D.8 Backups and Customer copies

Datgel uses the backup features of its hosting providers for Hosted Services, but does not warrant that Customer Data can be recovered after deletion, corruption, or loss. The Customer should keep its own copies of Customer Data that it cannot afford to lose, using the export tools made available in the Licensed Software. After the Data Retrieval Period, backup copies of Customer Data are deleted as those backups expire in the ordinary course, as provided in clause 7.5 of the Master Customer Agreement.

D.9 Discontinuation of a Hosted Service

If Datgel decides to discontinue a Hosted Service, or a material part of it, Datgel will give the Customer at least 90 days' written notice. During the notice period the Customer may export its Customer Data using the export tools made available in the Licensed Software, and the Data Retrieval Period in clause 7.5 of the Master Customer Agreement applies from the date of discontinuance. Datgel will refund the prepaid Fees for the part of the Subscription Term that falls after the date of discontinuance, unless Datgel provides a reasonably equivalent replacement service for the remainder of that Subscription Term.

E Trial, Promotional, Evaluation, and Academic Versions

E.1 Trial Versions — gINT Add-In Products

Where the Product the Customer downloads, installs, accesses, or otherwise uses is a Trial Version of a gINT Add-In Product:

(a) the Trial Period may not exceed 14 days from first installation, 30 Add-In Command Executions, or 200 gINT-table and system Command Executions, without Datgel's express written consent;

(b) the Trial Version may not be installed, used, operated, or accessed via Computer Network Technology; and

(c) gINT Objects may not be altered, copied, or used for any purpose other than to trial or evaluate the Product.

E.2 Trial Versions — other Products

Where any other Product (including a Web Application, a Mobile Application, or a connected Product) is supplied as a Trial Version, including through a Datgel Trial Environment:

(a) the Trial Period is 14 days from enrolment of the Trial user, or such other period as Datgel states at enrolment or agrees in writing;

(b) the Trial may be delivered wholly or partly via Datgel-hosted infrastructure shared with other Trial users, which may include sample data and a shared pool of Seats;

(c) trial use does not constitute or count toward a paid Subscription Term;

(d) after the Trial Period expires, the Trial user may not re-enrol with the same user account or email address for a Cooldown Period of 90 days;

(e) Trial users may upload data and create overlays, API keys, or other artefacts within the Trial Environment. Such data is retained for a Data Retrieval Period of 30 days after the Trial Period ends (whether it expires or Datgel ends the Trial earlier) and is then deleted, in accordance with clause 7.5 of the Master Customer Agreement or, for a Trial user whose organisation has not executed a Master Customer Agreement, the corresponding provision of the Trial Terms of Use;

(f) the trial-restriction in clause E.1(b) does not apply, because Computer Network Technology is inherent in the delivery of these Products; and

(g) Datgel collects Telemetry from the Trial user's use of the Trial Version, as described in Section H of this Schedule and in clause 7.8 of the Master Customer Agreement or, for a Trial user whose organisation has not executed a Master Customer Agreement, the corresponding provision of the Trial Terms of Use. Telemetry is attached to the email address and organisation name supplied at enrolment, and is used to understand trial-evaluation behaviour, to support the Trial user, and to improve the Licensed Software. Datgel processes that Telemetry on the basis of its legitimate interests. The Trial user is given notice of the collection at enrolment, and may, where data-protection law applicable to the Trial user gives a right to object, object to feature-usage events being attributed to them by contacting Datgel, in which case Datgel will continue to collect those events without attributing them to the Trial user; standard application telemetry and license-usage records continue to be collected as necessary to operate and secure the Trial Environment and to verify compliance with the Trial Terms of Use.

E.3 No warranty during Trial

Trial Versions are provided on an "as is" basis without warranty of any kind, except as required by non-excludable statute. The limitation of remedies in Section G of this Schedule applies to all use of Trial Versions.

E.4 Promotional and Evaluation Versions

The License granted in respect of a Promotional or Evaluation Version is effective whether or not payment has been made. The use restrictions in clause E.1 apply equally to Evaluation Versions. gINT Objects may not be altered, copied, or used for any purpose other than to promote, test, trial, or evaluate the Product.

E.5 Academic Versions

Where the Product is an Academic Version:

(a) the Product may only be used for the purpose of teaching or studying for an accredited course at a tertiary education institution connected with students attaining a widely recognised academic qualification (such as a certificate, degree, or diploma), or for non-commercial research at a tertiary educational or other widely recognised research institution;

(b) the Product may not be used by faculty, employees, or students for purposes not connected with an accredited course of study (such as courses provided to alumni or other non-enrolled persons for ongoing career training);

(c) the Product may not be used where the course of study or research has been funded in part or wholly by a commercial entity (including a commercial entity owned in whole or part by the tertiary education institution), or where research is intended for use by a commercial entity, or for any other commercial purpose; and

(d) for an Academic License granted in Australia, the licensee tertiary education institution must be registered or accredited under the Tertiary Education Quality and Standards Agency Act 2011 (Cth); in jurisdictions outside Australia where a similar regulatory regime applies, the institution must be registered or accredited under that regime.

E.6 Academic distribution to students

If the Customer is a tertiary education institution, it may distribute licensed copies of the Product to enrolled students, provided that:

(a) the number of copies distributed does not exceed the number purchased from Datgel;

(b) the Customer recovers no more than its own internal costs of purchasing, copying, and preparing the Product for distribution;

(c) the Customer ensures students are aware of their responsibility to uninstall or delete the Product at the conclusion of the course of study or termination of the License, and takes reasonable steps to ensure compliance; and

(d) distribution under this clause does not limit the Customer's responsibilities under the Master Customer Agreement and this Schedule in respect of any copies of the Product so distributed.

F Datgel Support and Maintenance (DSM)

F.1 Service response times

Datgel responds to a request for DSM by the end of the next Business Day after the request is received.

F.2 Supported versions

DSM is only available for the most recent released version of a Product. If the Customer requests assistance and does not have the latest version installed, the Customer agrees to install the latest version on Datgel's request in order to receive the benefits of DSM. The most recent released version of a Product is the later of (a) the version available for download on Datgel's website or (b) the most recent version provided to the Customer for the purpose of addressing an issue raised under DSM.

Datgel maintains backward compatibility between upgraded versions of a Product, subject to the exclusions in clause F.3.

F.3 Exclusions

Unless otherwise stated in an Order Form, DSM does not include Services involving:

(a) correction of defects caused by: (i) operation of the Product in a manner contravening the Customer's obligations under the Master Customer Agreement or this Schedule; (ii) failure to operate the Product in accordance with the Specifications made known by Datgel; (iii) use in an information-technology environment other than that provided for in the Specifications; (iv) failure to use the Product in conformity with user Documentation; (v) the Customer's use or supply of faulty data; or (vi) inaccurate or incomplete information that Datgel requires to deliver DSM;

(b) performing tasks required for installation and use of an upgraded version of the Product, such as merging new gINT database structure with existing gINT databases, installation of third-party dependencies (such as the .NET runtime), or execution of the upgraded version's installation files on the Customer's computer equipment;

(c) development, implementation, or delivery of Product features and functionality that the originally supplied Product did not include;

(d) equipment maintenance; or

(e) any other Service expressly excluded in the Order Form.

F.4 Support charging for excluded items

Where Datgel has provided DSM and the cause of the issue is found to fall within one or more of the exclusions in clause F.3, Datgel may seek the Customer's approval to charge the Customer for the time spent addressing the issue at reasonable rates as specified in the Order Form.

F.5 Datgel support pool

Datgel maintains a separate “Datgel Support” license pool in its 10Duke organisation, from which Datgel support engineers may consume seats when investigating issues on behalf of a Customer. Use of the Datgel Support pool is recorded and shown in the Customer Area, so the Customer can distinguish Datgel-support access from the Customer’s own license consumption. Use of the Datgel Support pool does not consume the Customer’s seat allocation.

F.6 Customer-Hosted Deployments

Datgel Support and Maintenance for a Customer-Hosted Deployment covers the Licensed Software only. It does not include the operation, security, patching, backup, or recovery of the Customer’s infrastructure, which Datgel may provide as Services under an Order Form.

F.7 Support channels

Datgel provides Datgel Support and Maintenance, and other support, through one or more of the following channels, as Datgel makes them available from time to time: telephone, email, web chat, remote sessions, and an artificial-intelligence support agent that can answer questions and carry out support tasks on Datgel’s behalf (the “AI Support Agent”). Datgel may direct a request to the AI Support Agent first, and a Licensed User may ask at any time for a request to be handled by a person. Clause B.6 applies to content submitted to the AI Support Agent as if the AI Support Agent were an AI Feature.

F.8 Prepaid support packs

Where the Customer has purchased a prepaid support pack, support is drawn down against the pack as follows:

(a) time spent by Datgel personnel is drawn down at the hourly rate set out in the Order Form, in the increments set out there;

(b) each session with the AI Support Agent, being a single support conversation or task as recorded by Datgel’s support systems, is drawn down at 50% of that hourly rate, for a minimum of 15 minutes per session and otherwise for the recorded duration of the session;

(c) the Customer may see the time drawn down, split between Datgel personnel and the AI Support Agent, in its support records or on request; and

(d) the AI Support Agent is charged only against a prepaid support pack, and is not charged where support is provided as Datgel Support and Maintenance included in a subscription or in a support fee, or under any other arrangement.

G Warranties, Disclaimers, and Limitation of Remedies

G.1 Limited warranty

Excluding Trial Versions and Evaluation Versions, Datgel warrants that the Product complies with its Documentation for a period of ninety (90) days from the date of delivery.

G.2 Disclaimers

The Customer acknowledges that:

(a) geotechnical analysis is a complex area and the Product is not designed as a substitute for professional advice; the Customer shall obtain or rely on its own professional advice before and when using the Product;

(b) the Product is supplied with notes and instructions, and a failure to follow them carefully could result in erroneous data being produced or actions being taken or not taken;

(c) while the Product may be used by persons without detailed knowledge of computers, it is designed to be used by persons familiar with geotechnical analysis; the Customer shall check all data stored or provided by the Product for anomalies and compliance with law;

(d) the Product does not check for all anomalies and data incorrectly entered may be processed without question;

(e) the Customer is responsible for verifying that the outputs of the Product satisfy any standards or legislation applicable to the Customer's use case;

(f) the Product is licensed on the strict understanding that Datgel is not responsible for the results of any actions taken, either by the Customer or by a third party relying on data supplied or not supplied by the Product;

(g) Datgel cannot and does not warrant that the Product shall be available 24 hours a day or that any defect shall be corrected within a specific time frame;

(h) Datgel uses commercially reasonable endeavours to ensure the Product is secure and reasonably free from defects; however, no software is wholly free from security risks or defects;

(i) Datgel undertakes commercially reasonable endeavours to ensure the Product is virus-free; the Customer should also undertake its own anti-malware scans in line with its internal IT policies; and

(j) Datgel is not responsible for: (i) ensuring that the Product is suitable for the Customer's requirements or fit for any purpose; (ii) any interruption to the Product; (iii) the supply or maintenance of the Customer's equipment, software, or telecommunications; (iv) monitoring, controlling, or ensuring the accuracy, appropriateness, or content of any information on the internet; or (v) any software available on the internet or supplied by third parties.

G.3 Limitation of remedies

To the full extent permitted by law, Datgel excludes all conditions and warranties (whether imposed by statute, by operation of law, or otherwise) not expressly set out in the Master Customer Agreement or this Schedule. Except for the limited warranty in clause G.1 and any rights that cannot be excluded by law, the Product is provided "as is" without warranty of any kind. The Customer's sole remedy in respect of any breach of the limited warranty in clause G.1, at Datgel's option, is: (a) the minimum requirements prescribed at law; (b) the supply of such part of the Product again; or (c) the correction of any defect in such part of the Product.

The mutual limitation of liability and the mutual liability cap set out in clause 8 of the Master Customer Agreement apply to all claims arising from or in connection with the Products and Services. Where the person using the Product is a Trial user whose organisation has not executed a Master Customer Agreement, the corresponding limitation of liability in the Trial Terms of Use applies instead.

G.4 Third-party software

Datgel Products may from time to time incorporate third-party code. Such code is licensed pursuant to the applicable end user license agreement for that code. The Customer's use of the Datgel Products is subject to agreement to the applicable end user license agreements, which can be found at www.datgel.com/third-party-licenses and, for Products that list them, in the Product's About screen.

G.5 Third-party data and content

A Product may give access to, display, or incorporate data, maps, imagery, services, or other content provided by third parties, such as basemaps, aerial and satellite imagery, geological, cadastral, topographic, and other geographic information system (GIS) layers published by government agencies or commercial providers, and standards-based map and feature services ("Third-Party Content"). In respect of Third-Party Content:

(a) Third-Party Content is not Licensed Software or Licensed Materials and is not owned by Datgel. It is made available subject to the license terms, attribution requirements, and usage policies of its provider, which Datgel identifies in the Product or its Documentation where reasonably practicable. The Customer must comply with those terms, and must not remove or obscure any attribution or notice displayed with Third-Party Content;

(b) Datgel does not warrant the accuracy, completeness, currency, or availability of Third-Party Content, which is provided "as is". The Customer must verify Third-Party Content before relying on it, consistent with clause G.2;

(c) a provider may change, suspend, or withdraw Third-Party Content, or change its terms, at any time. Datgel may add, change, or remove sources of Third-Party Content in a Product as an Operational Change under clause 14.3 of the Master Customer Agreement, provided that the licensed functionality of the Product is not materially reduced;

(d) where the Customer connects a Product to further third-party data services or layers, the Customer is responsible for having the right to use them and for complying with their terms; and

(e) displaying Third-Party Content may involve the Product sending requests to the provider's service, which may disclose to that provider the area being viewed and the network address of the requesting device. Such providers are not sub-processors of Datgel unless they are listed in clause D.6.

H Collection and Use of Telemetry

H.1 License-compliance Telemetry

Datgel may collect Telemetry (as defined in the Master Customer Agreement), including computer name, user name, internal IP address, public IP address of network, the volume and duration of use, the start and end date and time of use, the number of Licensed Users and devices, the features used, error reports and diagnostic logs, and the location from which the Licensed Software is used (which may be derived from IP addresses), in order to (a) ensure compliance with the License conditions (such as where the software is used, how many concurrent users there are, and the geographic scope of the License under clause C.3), (b) better understand the Customer's use of the Product, (c) report to the Customer about its usage, and (d) diagnose, fix, and prevent faults and errors. Telemetry may be stored in Australia, Singapore, and any other jurisdiction notified to the Customer in writing in advance. On termination of the License, on the Customer's reasonable request, Datgel will, within 90 days, de-identify the Telemetry attributable to the Customer so that it no longer identifies the Customer or its Licensed Users, or destroy it, except where retention is required by law or to support an unresolved support or billing matter.

Records kept by 10Duke Enterprise as part of its license-checkout audit log is retained by 10Duke in accordance with 10Duke's own data-retention policy, and is then deleted.

H.2 Product analytics telemetry — what is collected

Datgel collects Telemetry as described in clause 7.8 of the Master Customer Agreement (or, for a Trial user whose organisation has not executed a Master Customer Agreement, the corresponding provision of the Trial Terms of Use). Telemetry comprises feature-usage

events, standard application telemetry, and license-usage records, and may have attached to it the email address and organisation name of the Licensed User to whom the event relates.

Feature-usage event properties are limited to system-defined identifiers, enumerated values, identifiers that the Customer assigns (such as project identifiers), and the text of searches of Datgel's documentation; other free text entered by a Licensed User is not collected as an event property. Datgel does not intentionally collect, as Telemetry, Customer Data, file contents, geotechnical or borehole data, project data, the contents of application programming interface requests or responses, or any data uploaded into the Licensed Software. Diagnostic traces, error reports, and diagnostic logs may nevertheless inadvertently contain Customer Data, which is dealt with as provided in clause 7.8.4 of the Master Customer Agreement.

Telemetry may include the IP address of the device from which the Licensed Software is used, and an approximate location derived from it by Datgel or its telemetry provider, which Datgel uses for license compliance, for security, and to understand where the Licensed Software is used.

H.3 Telemetry processing location

Telemetry is processed and stored in Datgel-controlled systems hosted by the sub-processors listed in clause D.6. At the date of this Schedule Version, those systems are hosted in Australia (Microsoft Azure Australia East region). License-event records are also held by 10Duke in the EU (Finland), as shown in clause D.6. Datgel may change the systems it uses, and may change the region by notice under clause 14.4 of the Master Customer Agreement.

H.4 Telemetry retention

Datgel retains Telemetry for as long as it reasonably needs it for the purposes described in clause 7.8.1 of the Master Customer Agreement and in this Section H (including license compliance, support, security, and the improvement of the Licensed Software), or for any longer period required by law, and then deletes or de-identifies it.

H.5 Cross-border transfer

Each sub-processor that processes Telemetry is bound by data-protection terms that include, where required, the European Commission's Standard Contractual Clauses for international transfers of personal data (for Microsoft Azure, the Microsoft Products and Services Data Protection Addendum published at https://aka.ms/DPA). Where Telemetry leaves the jurisdiction in which the Customer is domiciled, it is processed under those contractual safeguards.

H.6 Objection to attributed feature-usage telemetry

Where data-protection law applicable to a Licensed User gives that Licensed User a right to object to the processing of feature-usage events attributed to them, the Licensed User may object using a telemetry preference provided by Datgel, in the Product or in the user or site settings on www.datgel.com, or by notifying Datgel in writing, which may be done through the Customer. Datgel will give effect to the objection within ten Business Days of receiving it, by continuing to collect the feature-usage events of that Licensed User without attributing them to that Licensed User. Datgel may also offer the Customer a setting on www.datgel.com under which the feature-usage events of all Licensed Users of a Customer site are collected without attribution to them. Where applicable law requires a Licensed User's consent to feature-usage events being attributed to them, Datgel asks for that consent (for example when the Licensed User registers on www.datgel.com) and, until it is given, collects those events without attribution.

An objection applies to feature-usage events collected after it takes effect. Telemetry already collected before the objection takes effect is not deleted early; it ages out under the retention period in clause H.4. An objection does not affect standard application telemetry or license-usage records, which are necessary for Datgel to provide, support, and secure the Licensed Software and to verify compliance with the Licenses, and are processed on the basis of Datgel's legitimate interests in doing so. Datgel does not offer a setting to stop their collection, and the Customer must not prevent it (clause B.2(i)). Where applicable law gives a Licensed User a right to object to that processing, Datgel will assess the objection and will stop or restrict the processing unless Datgel has compelling legitimate grounds for it that override the Licensed User's interests, rights, and freedoms, or needs it to establish, exercise, or defend legal claims.

H.7 Trial users

Telemetry collection from the Trial Versions described in clause E.2 is described in clause E.2(g) of this Schedule and is governed by the Trial Terms of Use accepted by the Trial user at enrolment.

H.8 No sale, no advertising

Datgel will not sell Telemetry, disclose Telemetry to any third party for that third party's own commercial purposes, or use Telemetry to deliver advertising. Datgel may use aggregated or de-identified statistics derived from Telemetry provided that they do not identify the Customer, any Licensed User, or any Customer Data.

I Termination of Individual Licenses

Without limiting the termination rights in clause 12 of the Master Customer Agreement, an individual License terminates automatically:

(a) for a Subscription License — on expiry of the Subscription Term where the subscription is not renewed;

(b) for any License — if the Customer fails to comply with the Master Customer Agreement or this Schedule and does not cure the breach within 30 days of written notice from Datgel; or

(c) for a Trial Version or Evaluation Version — on expiry of the Trial Period or Evaluation Period, as applicable.

On termination of a License, the Customer must cease all use of the Product and destroy all copies of the Product and accompanying Licensed Materials in its possession or control, except that the Customer may retain a copy of project databases containing the Customer's own data unless the Master Customer Agreement is terminated. Section D applies to Customer Data in Hosted Services. The provisions of clause 12.4 of the Master Customer Agreement on survival of perpetual Licenses apply.

J Reference Information

This Software License Schedule is also known as the End User License Agreement (or EULA). It is published at:

(a) www.datgel.com/legal/license-schedule (always the current version)

(b) www.datgel.com/legal/eula (alias)

(c) www.datgel.com/legal/license-schedule/v1.3 (this version)

In this version, clauses C.9 to C.14 of version 1.2 are numbered C.10 to C.15, new clause C.9 (Regional Seat License) is added, and co-terming of Subscription Licenses for each Site is added to the definition of Subscription License in Section A, together with a new definition of Site. The definition of Telemetry in Section A now refers to the definition in the Master Customer Agreement, which includes license-usage records, and clauses D.5, D.6, and H.3 now state that website and customer account records are held in the United States, Microsoft Dynamics 365 records in Singapore, and 10Duke license-event records in the EU, and Microsoft 365 and Xero are added to the sub-processors. The standard Region “Russia” is removed, and clause C.3(c) now lists the countries and territories in which Datgel does not license because of sanctions; the Customer may cancel a renewal whose price increases (definition of Subscription License); and a new artificial-intelligence model provider is used only after 14 days’ notice, except in an urgent replacement (clause B.6).

Related Datgel legal documents:

(a) Datgel Master Customer Agreement (DGD-LG-004) — issued to each Customer for signature

(b) Datgel Trial Terms of Use (DGD-LG-006) — www.datgel.com/legal/trial-terms

(c) Datgel Privacy Policy — www.datgel.com/legal/privacy

(d) Third-party licenses — www.datgel.com/third-party-licenses

Questions about this Schedule should be addressed to:

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