# Worldscape Technology, Inc.
## Terms of Service / End User License Agreement (EULA)
### Effective Date:

## 1. AGREEMENT TO TERMS

**1.1** This Terms of Service and End User License Agreement ("Agreement") is a legally binding agreement between you ("Customer" or "you") and Worldscape Technology, Inc. ("Worldscape," "we," or "us"). By accessing, downloading, or using the Worldscape Platform-as-a-Service ("Worldscape PaaS"), you acknowledge that you have read, understood, and agree to be bound by this Agreement, including all referenced appendices and policies. If you do not agree to these terms, you must not use the Worldscape PaaS.

## 2. DEFINITIONS

**"Affiliate"** means any legal entity that controls, is controlled by, or is under common control with the Customer.

**"Confidential Information"** refers to proprietary or confidential data disclosed by one party to the other.

**"Customer Data"** means data inputted by the Customer into the Worldscape PaaS.

**"Worldscape PaaS"** includes the software, tools, documents, analytics services, cloud infrastructure, and APIs provided by Worldscape.

**"Permitted Users"** refers to employees, contractors, or consultants authorized to access the Worldscape PaaS.

"Third-Party Services" means external services or data integrated into the Worldscape PaaS.

## 3. LICENSE GRANT

**3.1** Worldscape grants you a limited, non-exclusive, non-transferable, and revocable license to access and use the Worldscape PaaS solely for your internal business purposes. You may not sublicense, distribute, or commercially exploit the PaaS beyond the scope of this Agreement.

## 4. RESTRICTIONS

**4.1** You agree not to:

Modify, reverse engineer, decompile, or create derivative works from the Worldscape PaaS.

Use the PaaS to build a competing product or service.

Access or use the PaaS in violation of applicable laws and regulations.

Share access credentials with unauthorized users.

## 5. DATA USAGE & SECURITY

**5.1** Customer retains ownership of Customer Data.

**5.2** Worldscape may collect and use metadata and usage data for analytics, security, and improvement purposes.

**5.3** Worldscape implements industry-standard security measures, but Customer acknowledges responsibility for securing its own data.

## 6. FEES & PAYMENT

**6.1** Fees for access to the Worldscape PaaS are outlined in the Order.

**6.2** Payments are due within fifteen (15) days of invoice receipt.

**6.3** Non-payment may result in suspension or termination of access.

## 7. SERVICE AVAILABILITY & SUPPORT

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**7.1**    Worldscape will maintain a **Service Level Agreement (SLA)** of 99% uptime per calendar month.
**7.2**    Worldscape will maintain a Service Level Agreement (SLA) of 99% uptime per calendar month.
**7.3**    Service Credits may be applied for downtime beyond specified thresholds.

## 8.    TERM & TERMINATION
**8.1**    The Agreement will remain in effect for the term specified in the Order.
**8.2**    Either party may terminate for material breach with thirty (30) days' written notice.
**8.3**    Upon termination, Customer must cease use of the PaaS and remove all Worldscape software from its systems.

## 9.    CONFIDENTIALITY
**9.1**    Both parties agree to protect each other's Confidential Information.
**9.2**    Confidentiality obligations remain in effect for five (5) years after termination.

## 10.    INTELLECTUAL PROPERTY
**10.1**    Worldscape retains all ownership rights to the Worldscape PaaS, including software, documentation, APIs, and analytics tools.
**10.2**    Customer feedback provided to Worldscape may be used to improve services without compensation.

## 11.    LIMITATION OF LIABILITY
**11.1**    Worldscape shall not be liable for indirect, incidental, or consequential damages.
**11.2**    Total liability is limited to the fees paid by the Customer in the twelve (12) months preceding the claim.

## 12.    INDEMNIFICATION
**12.1**    Customer agrees to indemnify and hold harmless Worldscape from any claims arising from misuse of the PaaS.
**12.2**    Worldscape will indemnify Customer against claims of intellectual property infringement related to the PaaS.

## 13.    DISPUTE RESOLUTION
**13.1**    Disputes shall first be resolved through good-faith negotiations.
**13.2**    If unresolved, disputes will be subject to binding arbitration in Seattle, Washington.

## 14. COMPLIANCE & EXPORT CONTROLS
14.1    Customer agrees to comply with all applicable data protection and privacy laws.
14.2    Customer acknowledges compliance with U.S. export laws and agrees not to transfer restricted technology outside the U.S. without proper authorization.

## 15.    FEDERAL ACQUISITION REGULATIONS (FAR)
**15.1**    If Customer is a U.S. government entity, the applicable FAR clauses outlined in **Appendix 4** of the Order shall apply.

## 16.    MISCELLANEOUS
**16.1**    The laws of the State of Washington govern this Agreement.
**16.2**    Neither party shall be liable for delays due to force majeure events.

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**16.3**    Any assignment of this Agreement without prior written consent is void.
**16.4**    This Agreement constitutes the entire agreement between the parties.

By accessing or using the Worldscape PaaS, you confirm your acceptance of these Terms of Service and EULA.

**Worldscape Technology, Inc.**
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