#### GeoEssentials

# License Agreement (Abridged Version)

(For both personal and commercial use). This is a legal agreement between you (either an individual or an entity), the end user, and WX Geo Services SDN BHD regarding use of the cloud-based software application accompanying this Agreement ("Software"). By installing, copying, or otherwise using the Software, you agree to be bound by the terms of this Agreement. If you do not agree to the terms of this Agreement, do not install or use the Software.

The software refers to the following cloud-based application: **GeoEssentials**. Which comprises two component applications known as GeoSuite GeoRepository and GeoSuite Calculator. Where GeoSuite GeoRepository is a web application providing access to the geodetic parameter database, GeoSuite Calculator is a web application enabling an extensive range of geodetic computations to be performed using parameters and parameter values supplied directly from GeoRepository.

WX Geo Services SDN BHD grants you an unlimited, non-exclusive, non-transferable, personal license to operate GeoEssentials from any computer or device capable of accessing the internet. WX Geo Services SDN BHD retains all rights to the application although they may not be expressly granted in this agreement.

WX Geo Services SDN BHD retains the ownership of the source code and all copyrights and other intellectual proprietary rights therein. However, it does not have ownership of the underlying geodetic parameter database whose rights remain with the International Oil and Gas Produces (IOGP). Users opting to have any geodetic objects added to the pre-defined database and have not opted to use the protected range service understand that such additions are exposed to all potential users of this application. Copies of the geodetic parameter database can be made by you the user, but this gives you no permission to claim any form of ownership.

The software and accompanying documentation (accessed through our Geomatic Knowledge Centre) are copyrighted works of authorship and contain valuable trade secrets and confidential information proprietary to WX Geo Services SDN BHD. You agree to exercise reasonable efforts to protect the proprietary interests of WX Geo Services SDN BHD in the program and documentation and maintain them in confidence.

The software is provided for use in your internal commercial business operations. It does not give you the right to grant access to any other company member or third-party contractor who has been given access by you. Sharing of your username and password are strictly prohibited under the terms of this agreement. You may access the application from any computer owned or leased by you if that device has access to the internet. You may not operate the application in a time-sharing or service bureau operation, without prior written consent of WX Geo Services SDN BHD whilst the agreement between both parties is valid.

You agree not to translate, modify, adapt, disassemble, decompile, or reverse engineer the software, or create derivative works of the software or documentation or any part thereof.

The license is effective until terminated. The license will terminate without notice from WX Geo Services SDN BHD if you fail to comply with any provision of this agreement. Upon termination, you will be denied access to the application and associated knowledge centre owned and operated by WX Geo Services SDN BHD.

## **Copyright Notice**

The Software is Copyright (©) 2025 by WX Geo Services SDN BHD. The Software is protected by both the US copyright law and international copyright treaty provisions.

## **DISCLAIMER**

The Software is provided "AS IS". You agree that by accepting this license, you are expressly acknowledging that the use of the software is AT YOUR OWN RISK. WX GEO SERVICES SDN BHD MAKES NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SOFTWARE AND ANY ACCOMPANYING DOCUMENTATION. IN NO EVENT SHALL WX GEO SERVICES SDN BHD BE LIABLE FOR ANY DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF WX GEO SERVICES SDN BHD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### **Trademarks**

Any product or brand names mentioned in the software and associated manuals and files are trademarks or registered trademarks of their respective owners. YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU FURTHER AGREE THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN BOTH PARTIES THAT SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN BOTH PARTIES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT. FIRST EDITION – 2025.

Page | 2

Published in Malaysia.

© Copyright 2025, WX Geo Services SDN BHD