Total Water Design Suite User Agreement v1.1

Total Water Design Suite — User Agreement

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This User Agreement is a binding contract between you and Total Water Design LLC, a Michigan limited liability company ("Company", "we", "us"). It governs every application, website, API and service of the Total Water Design Suite, including Total RO Design, Proposal Studio, Total ZLD Design, Total Bio Design, Pretreatment, Post-Treatment, CCRO, Batch RO, Water Balance, Water Economics, Total Water Academy and any future app (together, the "Suite"). By creating an account, clicking "I agree", or using the Suite, you accept this Agreement. If you do not agree, do not use the Suite.

1. Acceptance, scope and eligibility

1.1 Electronic acceptance. You accept this Agreement by checking the acceptance box, clicking "I agree", creating an account, purchasing credits or a plan, or accessing or using any part of the Suite. We keep a record of the version you accepted, the date and time, and your account identifier. That record is evidence of your acceptance.

1.2 Professional use only. The Suite is a professional engineering and business tool. You may use it only for business, professional, academic or commercial purposes, and not as a consumer for personal, family or household purposes. By accepting, you represent that you are acting in a business or professional capacity.

1.3 Authority. If you accept on behalf of a company or other organization, you represent that you have authority to bind it, and "you" includes that organization and all users it authorizes. If you do not have that authority, you are personally bound.

1.4 Age and capacity. You must be at least 18 years old and legally able to enter into contracts in your jurisdiction.

1.5 Restricted persons. You may not use the Suite if you are located in, or are a national or resident of, a country or region subject to comprehensive U.S. sanctions, or if you appear on any U.S. or other applicable sanctions or denied-party list.

1.6 Additional terms. Specific apps, beta or alpha features, order forms, or pricing pages may carry additional terms. Those terms form part of this Agreement. If they conflict with this Agreement, the more specific terms govern for that app or feature only. A separately signed written agreement between you and the Company prevails over this Agreement to the extent it expressly says so.

1.7 Country of establishment and jurisdiction-specific terms. At registration you must select the country (and, for Canada, the province) where you or your organization is legally established and principally located, and confirm by an express declaration that this selection is true. That selection determines which part of Appendix A (Jurisdiction-Specific Terms) applies to you; the applicable part forms part of this Agreement and prevails over the main terms to the extent of any conflict. You must update your country within thirty (30) days of any change. A false or outdated declaration is a material breach of this Agreement. If you misstate your country, the Company may apply the Jurisdiction-Specific Terms of the country you actually are in, and you will indemnify the Company for any loss caused by the misstatement. Your declaration does not remove any right that the law of the country where you are actually established gives you and that cannot be waived by contract.

1.8 Electronic signature and key-term acknowledgment. At acceptance you will be asked to type your full legal name, job title and organization name as your electronic signature, and to check one required acknowledgment box confirming that you have read and specifically accept all eight key terms (K1–K8) listed in Section 16. Your typed name and checked acknowledgment are your electronic signature and have the same legal effect as a handwritten signature under the U.S. Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001 et seq.), the Michigan Uniform Electronic Transactions Act (MCL 450.831 et seq.) and equivalent laws in other countries. You agree to do business with us electronically and to receive this Agreement, notices and records electronically.

1.9 Opportunity to review. You confirm that the full text of this Agreement was presented to you before you accepted it, that you had the opportunity to read it, download it and seek advice from a lawyer of your choice, and that you accepted it voluntarily. You agree that no rule of interpretation will construe this Agreement against the Company because the Company drafted it.

2. Definitions

Term | Meaning

Account | The registered access to the Suite held by you or your organization, including all user logins under it.

Confidential Information | All non-public information we disclose or make available to you, as defined in Section 5.

Credits | Prepaid units that allow use of metered features, such as proposal generations or revisions in Proposal Studio. Credits are a usage right, not money, stored value or a deposit.

Outputs | Calculations, designs, reports, diagrams, proposals, text and other results the Suite produces for you, including AI-generated content.

Suite Technology | The software, source and object code, algorithms, models, calculation methods, databases, engineering libraries, user interfaces, workflows, screen layouts, features, functionality, documentation and know-how of the Suite.

User Content | Data, files, project inputs and other material you upload to or enter in the Suite.

Usage Data | Telemetry, logs, performance and timing metrics, error reports, feature and workflow usage, configuration choices, input ranges, Credit consumption, device and browser information and other data generated by or about the use of the Suite, other than the content of User Content itself.

De-identified Data | Data derived from User Content, Outputs or Usage Data that has been aggregated and/or de-identified so that it does not identify you, your organization, your clients, any project or site, or any individual, and cannot reasonably be re-associated with them.

Security Incident | Any unauthorized access to, or acquisition, disclosure, loss or alteration of, data held in or processed by the Suite.

"Including" means "including without limitation". Headings are for convenience only.

3. Accounts, multi-factor authentication and user security duties

3.1 Accurate information. You must give accurate registration information and keep it current.

3.2 Multi-factor authentication. We provide multi-factor authentication (MFA) to help protect Accounts. We may require MFA for any Account or feature. You must keep MFA enabled where we provide or require it.

3.3 Your responsibility for credentials. You are responsible for keeping your passwords, MFA devices, recovery codes and API keys secret and secure. You are responsible for all activity under your Account, including activity by anyone using your credentials, unless that activity results directly from our breach of Section 10.

3.4 One person per login. Each login is for one named individual. You may not share logins, resell access, or let anyone outside your organization use your Account.

3.5 Notice of compromise. You must notify us without delay at admin@totalrodesign.com if you suspect any unauthorized use of your Account or credentials. We may lock the Account while we investigate.

4. License grant and use restrictions

4.1 License. Subject to this Agreement and payment of any applicable fees, we grant you a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to access and use the Suite, during your subscription or while you hold valid Credits, for your internal business purposes.

4.2 Restrictions. You must not, and must not allow or help anyone else to:

1. copy, reproduce, frame, mirror, scrape or record the Suite or Suite Technology, except for Outputs you are permitted to use under Section 7;

2. decompile, disassemble, reverse engineer, or attempt to derive source code, algorithms, models, formulas, calculation methods or data structures of the Suite, except to the limited extent applicable law expressly permits despite this restriction;

3. use the Suite, its Outputs, screenshots, documentation or Confidential Information to design, build, train, benchmark or improve any product, service, software, AI model or dataset that competes with or replicates the Suite or any of its features, functionality or workflows;

4. sell, rent, lease, sublicense, resell or provide the Suite to third parties, or use it as a service bureau;

5. access the Suite by automated means (bots, scripts, crawlers) except through interfaces we publish for that purpose;

6. bypass or probe security, access controls, credit metering, rate limits or licensing checks, or run vulnerability scans or penetration tests without our prior written consent;

7. upload malicious code, or use the Suite to violate any law or anyone's rights;

8. remove or alter any proprietary notices, watermarks or report lineage information.

4.3 Prohibited content and uses. The Suite is an engineering design tool. It is not a file-hosting, file-sharing, publishing, messaging or communication service. You must not upload, store, generate, process, transmit or link to through the Suite, and must not use the Suite to facilitate:

1. any material that is illegal under the laws of the United States, the State of Michigan or your country;

2. pornographic, sexually explicit or obscene material of any kind, and in particular any material that sexually exploits or depicts minors, which the Company will report to the U.S. National Center for Missing & Exploited Children and to law enforcement as required by law;

3. material that infringes any copyright, trademark, patent, trade secret or other right of anyone, including books, standards, software, drawings or datasets that you do not have the right to upload and use in the Suite;

4. the distribution, sharing, publication or resale of files or content to third parties, or the use of the Suite as a storage locker or file-transfer service;

5. the planning, coordination, communication or promotion of any illegal activity, including fraud, terrorism, violence, sanctions evasion, money laundering, hacking and the trafficking of people, weapons or controlled substances;

6. malware, viruses, ransomware or other harmful code;

7. defamatory, harassing, threatening or hateful material; or

8. export-controlled technical data, or personal data that you are not permitted to upload under Section 10.3.

4.4 Enforcement. The Company has no obligation to monitor User Content, but may review, scan (including by automated means), block, remove, quarantine or disable access to any content, and suspend or terminate any Account, immediately and without notice or liability, if it believes in good faith that Section 4.3 has been breached. The Company may preserve content and records, and report them and disclose your Account information to law enforcement, government authorities or rights holders, where required or permitted by law. Removal or reporting under this Section gives rise to no claim against the Company.

4.5 Copyright complaints. The Company responds to notices of claimed copyright infringement under the U.S. Digital Millennium Copyright Act (17 U.S.C. § 512) and similar laws. Notices go to our designated agent at admin@totalrodesign.com and Total Water Design LLC, Attn: Jerry Ross, 3901 Florman, Waterford, Michigan 48329, USA. The Company terminates, in appropriate circumstances, the Accounts of repeat infringers.

4.6 Reservation of rights. All rights not expressly granted in this Agreement are reserved by the Company and its licensors. No implied license is granted.

5. Confidentiality (built-in NDA)

5.1 Agreement is also a non-disclosure agreement. Acceptance of this Agreement also constitutes your acceptance of the confidentiality obligations in this Section 5. No separate signature is required.

5.2 Confidential Information. Confidential Information means all non-public information we disclose or make available to you in any form, including Suite Technology, unreleased features, beta and alpha versions, pricing not published on our website, engineering libraries, calculation methods, model parameters, roadmaps, security information and the terms of any non-standard offer. It does not include information that you can show by written records: (a) is or becomes public through no fault of yours; (b) you lawfully knew before receiving it from us, free of any duty of confidence; (c) you lawfully receive from a third party with no duty of confidence; or (d) you develop independently without use of or reference to our Confidential Information.

5.3 Your obligations. You must: (a) use Confidential Information only to use the Suite as permitted by this Agreement; (b) not disclose it to anyone except your employees and contractors who need to know it for that purpose and who are bound by written confidentiality duties at least as protective as these; (c) protect it with at least reasonable care; and (d) not copy, publish,

demonstrate or describe the Suite's non-public features, internal workings or calculation methods to any third party.

5.4 Compelled disclosure. If law or a court requires you to disclose Confidential Information, you may do so only to the extent required, and, where legally permitted, after giving us prompt prior notice so that we can seek protection.

5.5 Duration. These obligations begin when you first access the Suite or any Confidential Information and continue while you use the Suite and for thirty (30) years after your use ends. For trade secrets, they continue for as long as the information remains a trade secret under applicable law, even if that is longer than thirty (30) years. If a court or arbitrator holds the thirty-year period unenforceable for any Confidential Information, the period for that information is the longest period that court or arbitrator holds enforceable, and the period for all other Confidential Information is unaffected.

5.6 Whistleblower notice. Nothing in this Agreement prevents you from reporting possible violations of law to a government authority. Under the U.S. Defend Trade Secrets Act (18 U.S.C. § 1833(b)), you are not liable for disclosing a trade secret in confidence to a government official or attorney solely to report or investigate a suspected violation of law, or in a sealed court filing.

6. Intellectual property, no copying, and remedies

6.1 Ownership. The Company and its licensors own all right, title and interest, including all copyrights, patent rights, trade secrets, trademarks and other intellectual property rights, in the Suite and Suite Technology, and in all improvements, derivatives and feedback-based changes to them. Your use of the Suite transfers no ownership to you.

6.2 Feedback. If you give us suggestions or feedback, we may use them freely and without any obligation to you.

6.3 No copying. Copying, imitating or reproducing the Suite's code, features, functionality, workflows, calculation methods, engineering libraries, user interface or apps, in whole or in part, by you or anyone acting with you or using your access, is a material breach of this Agreement. This prohibition applies whether or not the copied element would be protected by copyright, patent or trade secret law on its own, and it applies whether the copying is done manually, through automated tools or through AI systems.

6.4 Damages for breach. If you breach Sections 4.2, 5 or 6.3, you are liable for all damages caused to the Company, including: (a) lost profits and lost licensing revenue; (b) any profits, revenue or other benefits you or any third party obtained from the breach, which you must disgorge; (c) the costs of investigation and enforcement; and (d) reasonable attorneys' fees, expert fees and costs, whether incurred in arbitration, litigation or on appeal. These remedies are cumulative with any statutory damages available under copyright, trade secret or other law.

6.5 Agreed damages for unauthorized access. For each person who uses the Suite through your Account without being an authorized user under Section 3.4, you must pay, as liquidated damages and not as a penalty, an amount equal to our then-current list price for one user license of the highest-priced app used, for each month or part month of that unauthorized use. The parties agree that actual damages from unauthorized access are difficult to determine and that this amount is a reasonable estimate of them. This Section 6.5 does not limit Section 6.4 for any copying, disclosure or competitive use.

6.6 Injunctive relief. A breach or threatened breach of Sections 4.2, 5 or 6.3 would cause the Company irreparable harm for which money damages alone would not be adequate. The Company is entitled to temporary, preliminary and permanent injunctive relief, specific performance and other equitable relief, in any court of competent jurisdiction worldwide, without posting a bond (or with the minimum bond a court allows) and without proving actual damages, in addition to all other remedies.

6.7 Trademarks. "Total Water Design Suite", "Total RO Design", "Proposal Studio" and related names and logos are trademarks of the Company. You may not use them without our prior written consent, except to identify Outputs as produced with the Suite.

7. User content, AI-generated outputs and engineering responsibility

7.1 Your content. You keep ownership of your User Content. You grant us a worldwide, non-exclusive, royalty-free license to host, copy, process, transmit and display User Content as needed to provide, secure, support and improve the Suite, including for the purposes described in Section 7.8. You represent that you have all rights needed to upload User Content and that it does not infringe anyone's rights or include data you are not permitted to share.

7.2 Your use of Outputs. Subject to this Agreement and payment of fees, you may use Outputs for your own internal business purposes and deliver them to your own clients as part of your work. You may not use Outputs to build or train a competing product, as described in Section 4.2.

7.3 AI-generated content. Some features, including Proposal Studio, use artificial intelligence. AI-generated content can be incomplete, inaccurate, inconsistent or similar to content generated for others. Outputs may include engineering assumptions, defaults and clarifications that the Suite applies where your inputs are missing.

7.4 Engineering responsibility stays with you. The Suite is a design aid. Outputs are not certified engineering designs, stamped drawings, guarantees of process performance, or professional advice. You are solely responsible for: (a) checking every Output, assumption, figure and citation before relying on it; (b) independent verification by a qualified professional engineer; (c) compliance with codes, standards, permits and client specifications; and (d) every proposal, bid, design, purchase or operating decision you make using the Suite. We have no responsibility for any plant, project, bid, guarantee or contract that relies on an Output.

7.5 Third-party content. The Suite may reference third-party standards, literature, data or vendor information. We do not control or warrant that content, and its use may be subject to the third party's own terms.

7.6 Removal. We may remove or disable User Content that we reasonably believe breaches this Agreement or the law.

7.7 Usage Data belongs to us. The Company owns all Usage Data. We may collect, analyze and use Usage Data for any lawful purpose during and after your use of the Suite, subject to Section 7.9 and our Privacy Policy for any personal data it contains.

7.8 Analysis and improvement of the Suite. You expressly authorize the Company, its staff and contractors bound by confidentiality, and automated systems operated by or for the Company, to access, analyze, measure and process your User Content, Outputs and Usage Data in order to: (a) understand how the Suite is used and how its calculations, models and Outputs perform against real inputs; (b) find, diagnose and fix bugs, errors and security issues; (c) improve the speed, accuracy, reliability, calculation methods, defaults, engineering libraries, models and user experience of the Suite; (d) develop, test, train, evaluate and validate new and existing features, apps and machine-learning or AI models of the Suite; and (e) create De-identified Data. The Company owns all De-identified Data and all improvements, models, methods, insights and knowledge resulting from these activities, may use them for any purpose, including in products offered to other customers, and may keep using them after your Account ends. You will not receive any payment, royalty, credit or ownership interest for them, and you waive any claim that such use, when carried out in accordance with this Agreement, infringes your rights, breaches confidence or is unjust enrichment.

7.9 Our limits on your data. In return for the rights in Sections 7.7 and 7.8, the Company will: (a) not sell your User Content; (b) not disclose your User Content or Outputs to other customers or third parties in a form that identifies you, your organization, your clients, a project or a site, except to our service providers and AI model providers acting for us under confidentiality and data-protection obligations, as required by law or legal process, to enforce this Agreement, or to a successor under Section 15.6; (c) apply the safeguards in Section 10 to User Content used under Section 7.8; and (d) not use personal data in User Content to train models that can reproduce that personal data. Outputs generated for other customers may be similar to yours, and that similarity is not a breach of this Section.

7.10 Your rights to share data with us. You represent and warrant that you have obtained every right, consent and authorization (including from your clients, employers, project owners and any individuals) needed to grant the rights in Sections 7.1, 7.7 and 7.8, and that doing so does not breach any confidentiality, non-disclosure or data-protection obligation you owe to anyone. You must not upload information you are not permitted to share on these terms. Any claim by your clients or other third parties arising from your upload of User Content is covered by your indemnity in Section 11.5.

7.11 Restrictions only by signed agreement. Any restriction on the Company's rights under Sections 7.7 and 7.8 (for example, excluding a specific project from analysis or model training) applies only if set out in a written agreement signed by an authorized officer of the Company under Section 1.6.

8. Fees, credits and no refunds

8.1 Fees. You must pay all fees shown on our pricing page or order form at the time of purchase. Prices are in U.S. dollars and exclude taxes, which you must pay (other than taxes on our income). Fees for subscriptions renew automatically at the then-current price unless you cancel before the renewal date.

8.2 All sales final. All payments for subscriptions, plans and Credits are final and non-refundable, in whole or in part, including for unused Credits, unused subscription time, partial periods, downgrades, account suspension or termination for breach, dissatisfaction with Outputs, and periods of outage, bugs or degraded performance.

Paddle, as merchant of record, may apply its own buyer terms where mandatory law requires; that does not create any refund obligation for the Company.

8.3 Discretionary credit review. If you believe a Credit was consumed because of a fault in the Suite, you may ask us to review it within thirty (30) days of the event at admin@totalrodesign.com. We may, at our sole and absolute discretion, restore Credits or revision allowances to your Account. Any such restoration: (a) is a goodwill gesture, not a refund or an admission of liability; (b) is provided only as Credits, never as cash or a payment reversal; (c) creates no obligation to restore Credits in any other case; and (d) is our final decision.

8.4 Credits. Credits have no cash value, cannot be transferred or sold, and are used in the order and at the rates shown in the Suite at the time of use. Credits expire twelve (12) months after purchase unless the pricing page states otherwise, and are forfeited when an Account is terminated for breach.

8.5 Chargebacks and late payment. If you dispute a valid charge with your bank or card issuer instead of contacting us, or a payment fails, we may suspend the Account immediately, and you remain liable for the amount due plus any chargeback fees we incur.

8.6 Price changes. We may change prices for future purchases and renewals by posting them or notifying you. Price changes do not affect Credits or periods already paid for.

9. Availability, bugs, outages and disclaimer of warranties

9.1 Software is imperfect. You acknowledge that software, cloud infrastructure and AI systems inherently contain errors, bugs and defects and experience interruptions. The Suite is provided without any service-level commitment unless a separately signed agreement states one.

9.2 No liability for outages or bugs. We are not liable for any unavailability, interruption, delay, slowness, maintenance window, data-processing error, calculation error, bug, defect, failed generation or loss of work, whatever its cause, including failures of hosting providers, AI model providers, payment processors, networks or other third parties.

9.3 Changes to the Suite. We may add, change, suspend or discontinue any app, feature or calculation method at any time. Alpha, beta, preview and "engineering preview" features are experimental and may be withdrawn without notice.

9.4 Performance, capacity and storage vary. The Suite runs on shared cloud infrastructure. Calculation speed, response times, queue times, generation times, file upload and download speeds, and available storage depend on overall server load, the number of concurrent users, the size and complexity of your projects, maintenance, upgrades, backups, third-party providers and the resources the Company chooses to allocate from time to time. The Company does not promise any minimum speed, throughput, response time, storage capacity, number of projects, file size, retention period for working files or computing resources. The Company may at any time and without notice: (a) set, change or enforce storage quotas, file-size limits, project limits, rate limits, concurrency limits and calculation timeouts; (b) queue, throttle, pause, reschedule or cancel calculations, generations or other jobs to protect the Suite or other users; (c) carry out scheduled or emergency maintenance, upgrades, migrations and infrastructure changes; and (d) archive or remove temporary files, caches, drafts and intermediate results. Slow performance, timeouts, queued or cancelled jobs, reached limits and reduced capacity are not a breach of this Agreement, a defect or a failure of the Suite, and do not entitle you to damages, refunds, Credits, fee reductions or termination rights, except as stated in Section 8.3 (discretionary credit review) or where mandatory law provides otherwise.

9.5 Disclaimer. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SUITE, ALL OUTPUTS AND ALL RELATED SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS. THE COMPANY DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, QUIET ENJOYMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. WE DO NOT WARRANT THAT THE SUITE WILL BE UNINTERRUPTED, ERROR-FREE, SECURE OR FREE OF HARMFUL COMPONENTS, OR THAT ANY OUTPUT WILL BE ACCURATE, COMPLETE OR SUITABLE FOR ANY PROJECT.

10. Security, data incidents and data protection

10.1 Our security measures. We apply commercially reasonable administrative, technical and physical safeguards, including multi-factor authentication, encrypted connections, access controls and encrypted storage volumes. No method of transmission or storage is completely secure, and we do not guarantee that the Suite or any data will be free from unauthorized access.

10.2 No liability for security incidents. To the maximum extent permitted by applicable law, the Company is not liable for any loss, damage, cost or claim arising from a Security Incident, including hacking, malware, ransomware, credential theft, phishing, insider misuse at a third-party provider, or any leak, loss or disclosure of User Content, unless the Security Incident was caused by the Company's gross negligence or willful misconduct.

10.3 Your security responsibilities. You are responsible for: (a) keeping MFA enabled and credentials secure under Section 3; (b) the security of your own devices, networks and email accounts; (c) deciding what data to upload, and not uploading data the Suite is not designed to hold, such as payment card data, government identification numbers, health data, or export-controlled technical data; and (d) keeping your own backups of User Content and Outputs.

10.4 Incident notification. If we confirm a Security Incident affecting your User Content, we will notify you without undue delay and as required by applicable law, and take reasonable steps to contain it. Notifying you is not an admission of fault or liability.

10.5 Personal data. We process personal data as described in our Privacy Policy at https://totalrodesign.com/legal/privacy, which forms part of this Agreement. Where the EU or UK General Data Protection Regulation or a similar law applies to personal data we process on your behalf, our Data Processing Addendum at https://totalrodesign.com/legal/dpa applies, and it prevails over this Agreement for that processing.

10.6 Data retention after termination. After your Account ends, we may delete your User Content after thirty (30) days without further notice, except where law requires us to keep it. You are responsible for exporting anything you need before then, and Section 10.7 applies.

10.7 You keep the original; no liability for data loss. The Suite is not a backup, archive, document-management or record-keeping system. This Agreement is entered into on the basis that you keep the original and a complete copy of every file, dataset and input you upload, and of every Output you need, outside the Suite. To the maximum extent permitted by applicable law, the Company is not liable for any loss, deletion, corruption, alteration, unavailability or failure to save, retrieve or restore any User Content, Output, project, draft, version history or other information held in or processed by the Suite, whatever the cause, including hardware or software failure, maintenance, migrations, Security Incidents, actions of service providers, enforcement of storage limits under Section 9.4, deletion under Sections 4.4 or 10.6, and the Company's own negligence, but not its gross negligence or willful misconduct. If data is lost, your sole remedy is to upload it again from your own copy. Any backups the Company keeps are for its own operational purposes, and you have no right to have them restored.

11. Limitation of liability and indemnification

11.1 Excluded damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY AND ITS OWNERS, OFFICERS, EMPLOYEES, CONTRACTORS, LICENSORS AND SUPPLIERS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, BUSINESS, CONTRACTS, BIDS, GOODWILL, DATA OR USE, OR COST OF SUBSTITUTE SERVICES, ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE SUITE OR ANY OUTPUT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER THEORY, EVEN IF ADVISED OF THEIR POSSIBILITY.

11.2 Liability cap. THE COMPANY'S TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE SUITE OR ANY OUTPUT WILL NOT EXCEED THE LIST PRICE, AT THE TIME OF THE EVENT GIVING RISE TO THE FIRST CLAIM, OF ONE (1) MONTH'S SUBSCRIPTION TO THE APPLICATION CONCERNED OR, FOR PROPOSAL STUDIO, OF ONE (1) SINGLE-CREDIT PURCHASE (THE HIGHEST SUCH AMOUNT IF SEVERAL APPLICATIONS ARE CONCERNED).

11.3 What is not limited. Nothing in this Agreement limits or excludes liability that cannot be limited or excluded under applicable law, including liability for fraud, gross negligence or willful misconduct, or for death or personal injury caused by negligence. Sections 11.1 and 11.2 do not limit your liability under Sections 4, 5, 6, 7.10, 8 or 11.5.

11.4 Basis of the bargain. These limitations are an essential basis of the bargain between the parties, reflected in the fees, and apply even if a limited remedy fails of its essential purpose.

11.5 Your indemnity. You will defend, indemnify and hold harmless the Company and its owners, officers, employees and contractors from and against all claims, losses, damages, liabilities, fines, costs and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) your User Content; (b) your use of the Suite or any Output, including any project, proposal, bid, design or plant that relies on an Output; (c) your breach of this Agreement; or (d) your violation of any law or third-party

right.

11.6 Time limit for claims. To the extent permitted by applicable law, any claim against the Company must be brought within one (1) year after the facts giving rise to it first occurred, or it is permanently barred.

12. Suspension and termination

12.1 Our right to suspend or terminate. We may suspend, restrict or terminate your Account or access to any part of the Suite, immediately and with or without notice, whenever we determine in good faith that: (a) you have breached or attempted to breach Sections 3, 4 (including the prohibited content and uses in Section 4.3), 5 or 6, including any copying, reverse engineering, credential sharing or competitive use; (b) you have infringed or misappropriated our or anyone else's intellectual property; (c) you have failed to pay amounts due or initiated an unjustified chargeback; (d) your use creates a security, legal or reputational risk to us or other users; or (e) we are required to by law or by a government authority.

12.2 Termination for convenience. You may stop using the Suite and close your Account at any time. We may end your Account for any other reason on thirty (30) days' notice; in that case only, we will restore unused Credits purchased in the preceding twelve (12) months as Credits on any successor service or, if none, refund their pro-rata purchase price. This Section 12.2 is the only exception to Section 8.2.

12.3 Effect of termination. When your Account ends: (a) all licenses granted to you end immediately; (b) you must stop using the Suite and delete any Confidential Information; (c) unused Credits and prepaid fees are forfeited, except as stated in Section 12.2; and (d) Section 10.6 governs your data.

12.4 Survival. Sections 2, 4.2, 4.3, 4.4, 4.6, 5, 6, 7.4, 7.7, 7.8, 7.10, 8, 9.2, 9.4, 9.5, 10.2, 10.7, 11, 12.3, 12.4, 14, 15 and 16 survive termination, together with any other provision that by its nature should survive.

13. Changes to this Agreement

13.1 Our right to update. We may change this Agreement at any time, at our discretion, by posting the updated version in the Suite or on our website with a new "last updated" date.

13.2 Notice of material changes. For a change that materially reduces your rights or increases your obligations, we will give at least fifteen (15) days' notice before it takes effect, by email to your Account address or by a notice in the Suite. Changes needed for legal, security or regulatory reasons may take effect immediately.

13.3 Acceptance. Your continued use of the Suite after the effective date of a change is your acceptance of it. We may also require you to accept the updated Agreement before continuing. If you do not agree, your only remedy is to stop using the Suite and close your Account before the change takes effect.

13.4 No retroactive effect on disputes. A change does not apply to any dispute of which either party gave written notice before the change took effect; that dispute is governed by the version in force when notice was given.

13.5 Other changes. No change proposed by you binds us unless it is in a written document signed by an authorized officer of the Company.

14. Governing law, arbitration, venue and class-action waiver

14.1 Governing law. This Agreement, and any dispute arising out of or relating to it, the Suite or any Output, is governed by the laws of the State of Michigan, United States, and applicable U.S. federal law, without regard to conflict-of-laws rules that would apply another law. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

14.2 Binding arbitration. Except as stated in Section 14.4, any dispute, claim or controversy arising out of or relating to this Agreement, the Suite or any Output, including its formation, validity, interpretation, breach or termination and the arbitrability of any claim, will be finally resolved by binding arbitration. If you are located in the United States, the arbitration is administered by the American Arbitration Association under its Commercial Arbitration Rules. If you are located outside the United States, it is administered by the International Centre for Dispute Resolution under its International Arbitration Rules. The seat of arbitration is Waterford, Michigan. There will be one arbitrator, the language will be English, and judgment on the award may be entered in any court of competent jurisdiction. The U.S. Federal Arbitration Act governs this Section 14.

14.2A Pre-arbitration notice and mass filings. Before starting arbitration, the claiming party must send a written notice of the claim to the other party (to us at the addresses in Section 15.9) and both parties must try in good faith to resolve it for sixty (60) days. This step is a condition to starting arbitration, and limitation periods are paused while it runs. If twenty-five (25) or more

similar claims are filed against the Company by or with the help of the same law firm or coordinated group, they will be administered in batches under the American Arbitration Association's Mass Arbitration Supplementary Rules (or the closest equivalent rules of the administering body), and the Company will not be required to pay filing or arbitrator fees for any claim until the claimant has paid its own share of fees as required by those rules.

14.3 Class-action and jury waiver. Each party may bring claims against the other only in its individual capacity, and not as a plaintiff or class member in any purported class, collective, consolidated or representative proceeding. The arbitrator may not consolidate claims of more than one party. TO THE EXTENT ANY DISPUTE PROCEEDS IN COURT, EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL.

14.4 Court actions. The Company may seek injunctive or other equitable relief, and may bring claims for infringement or misappropriation of its intellectual property or Confidential Information or for collection of unpaid fees, in any court of competent jurisdiction worldwide. For any matter that proceeds in court and is not required to be arbitrated, the parties submit to the exclusive jurisdiction of the state courts located in Oakland County, Michigan, and the United States District Court for the Eastern District of Michigan, and waive any objection to venue or inconvenient forum, except that the Company may enforce a judgment or seek equitable relief in any jurisdiction.

14.5 Severability of this Section. If the class-action waiver in Section 14.3 is found unenforceable for a particular claim, that claim (and only that claim) proceeds in the courts named in Section 14.4, and the rest of Section 14 continues to apply.

15. International use, export control, mandatory local rights and general terms

15.1 International use. The Suite is operated from the United States. You are responsible for complying with the laws of your own jurisdiction when you access it from elsewhere.

15.2 Export control and sanctions. You must comply with all U.S. and other applicable export control and sanctions laws. You must not export, re-export or provide access to the Suite or Outputs to any prohibited country, entity or person.

15.3 Mandatory local rights. Some jurisdictions give rights that cannot be waived or limited by contract. Where such a law applies to you, nothing in this Agreement removes those rights, and each provision of this Agreement applies to the maximum extent that law allows.

15.4 Severability. If any provision of this Agreement is held invalid or unenforceable in any jurisdiction, it will be enforced to the maximum extent permissible and modified to the minimum extent necessary to make it enforceable, and the remaining provisions remain in full force. A finding of unenforceability in one jurisdiction does not affect enforceability elsewhere.

15.5 Entire agreement. This Agreement, together with the Privacy Policy, any Data Processing Addendum, applicable app-specific terms and any order form, is the entire agreement between the parties on its subject and supersedes all prior agreements and understandings. Terms in your purchase orders or other documents do not apply.

15.6 Assignment. You may not assign or transfer this Agreement or your Account without our prior written consent. We may assign this Agreement to an affiliate or to a successor in a merger, acquisition or sale of assets.

15.7 No waiver. Our failure or delay in enforcing any provision is not a waiver of it.

15.8 Force majeure. We are not liable for any failure or delay caused by events beyond our reasonable control, including natural disasters, war, terrorism, labor disputes, government action, pandemics, and failures of utilities, networks, hosting or AI providers.

15.9 Notices. We may send notices to the email address on your Account or through the Suite; they are effective when sent. You must send legal notices to admin@totalrodesign.com and by mail to Total Water Design LLC, Attn: Jerry Ross, 3901 Florman, Waterford, Michigan 48329, USA.

15.10 Independent parties. The parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, employment or agency relationship.

15.11 Language. This Agreement is written in English. Any translation is for convenience only, and the English version controls.

15.12 Contact. Questions about this Agreement: admin@totalrodesign.com.

16. Electronic acceptance record and key-term acknowledgments

16.1 Key terms you acknowledge. By checking the single required acknowledgment box after reviewing the following eight key terms, you confirm that each has been specifically brought to your attention and that you have read, understood and accepted all of them:

Ref. | Key term | Sections

K1 | No refunds. All payments are final; Credit restoration is discretionary and only as Credits. | 8.2, 8.3, 8.4, 12.2

K2 | Confidentiality for thirty (30) years and no copying. This Agreement is an NDA; copying the Suite's code, features, functionality, workflows or apps, or using them to build a competing product or AI model, makes you liable for damages, disgorgement, liquidated damages, attorneys' fees and injunctions. | 4.2, 5, 6.3–6.6

K3 | No liability for outages, bugs, errors, slow performance, capacity or storage limits, maintenance, security incidents or loss of uploaded data; you keep the original of every file, and engineering responsibility for every Output stays with you. | 7.4, 9, 10.2, 10.7

K4 | Limitation of liability and your indemnity. Our liability is capped at the list price of one month's subscription to the app concerned, or one Proposal Studio credit (or the local floor in Appendix A), and you indemnify us. | 11

K5 | Binding arbitration, class-action waiver and jury waiver, under Michigan law, seated in Michigan. | 14

K6 | Country declaration. The country you selected is true, and the matching part of Appendix A applies to you. | 1.7, Appendix A

K7 | Prohibited content, unilateral changes and account termination. No illegal, pornographic, infringing or distribution content, and no use of the Suite to communicate about illegal activity; we may remove content, report it to authorities, update this Agreement and suspend or terminate your Account for breach. | 4.3–4.5, 12, 13

K8 | Use of your data to improve the Suite. We may analyze your User Content, Outputs and Usage Data to improve the Suite and train its models; we own Usage Data, De-identified Data and all resulting improvements; you confirm you have the right to share your data on these terms. | 7.7–7.11

16.2 Required acknowledgment checkbox. You must check the key-term acknowledgment box yourself before signing. If you do not check it, the Suite will not record an acceptance or grant access through this Agreement gate. The checkbox is an additional specific acknowledgment of Sections 1.8 and 16.1, and all provisions of this Agreement bind you when you complete the acceptance ceremony.

16.3 Acceptance record. For every acceptance we record: the Agreement version and its cryptographic fingerprint (SHA-256); the language and Appendix A part shown; your typed name, title, organization, required K1–K8 acknowledgment checkbox and declared country; your Account identifier and email address; the date and time (UTC); your IP address and device or browser information; and confirmation that MFA was completed. You agree that this record, and the copy of the Agreement we email to you after acceptance, are admissible as evidence and are conclusive proof of your acceptance and of the text you accepted, unless you prove manifest error.

16.4 Your copy. After acceptance we email you a PDF copy of the accepted Agreement and its acceptance certificate, and you may download it at any time from your Account settings. You should keep a copy for your records.

16.5 Acceptance by organizations. Where an administrator accepts for an organization, each individual user must also accept this Agreement personally the first time they sign in, and each individual is bound personally by Sections 3, 4.2, 5 and 6 in addition to the organization.

Appendix A — Jurisdiction-Specific Terms

The part of this Appendix that matches the country declared under Section 1.7 applies to you and prevails over the main terms where they conflict. Everything not changed here stays as in the main terms, including Michigan governing law and arbitration in Michigan, unless a part below says otherwise. If no part names your country, Part A.8 applies.

Declared country | Applicable part

EU and EEA member states | A.1

United Kingdom | A.2

Australia | A.3

Canada (all provinces; Québec has extra terms) | A.4

Chile | A.5

UAE, Saudi Arabia, Qatar, Kuwait, Bahrain, Oman | A.6

China, India, Japan, Singapore and other Asia-Pacific countries | A.7

United States and every other country | A.8

A.1 European Union and EEA

1. Data protection. The Data Processing Addendum applies to personal data we process for you, including the European Commission's Standard Contractual Clauses (or our certification under the EU-U.S. Data Privacy Framework, where held) for transfers to the United States.

2. Switching and data export (EU Data Act). You may terminate on two (2) months' notice to switch to another provider or to your own systems. During a transition period of up to thirty (30) days after termination, we will make your exportable User Content and Outputs available in a structured, commonly used, machine-readable format. We will not charge switching or data-egress fees except as permitted by the EU Data Act.

3. Liability. Section 11 is replaced, for you only, as follows. We are liable without limitation for intent and gross negligence, and for injury to life, body or health. For slight negligence we are liable only for breach of an obligation essential to performing this Agreement and on which you may regularly rely, limited to the damage typical and foreseeable when the Agreement was made, and in any case to the amount in Section 11.2. Otherwise our liability for slight negligence is excluded.

4. Refunds. Section 8.2 does not exclude any refund right that mandatory law in your member state gives a business customer.

5. Data use for improvement. Where Section 7.8 involves personal data, the Company processes it as an independent controller on the basis of its legitimate interest in improving the Suite (Article 6(1)(f) GDPR), after a balancing assessment, as described in the Privacy Policy. Data subjects keep their right to object under Article 21 GDPR, and the Company will honor any valid objection. Personal data processed for you as a processor under the DPA is used for product improvement only after de-identification, or as the DPA permits.

A.2 United Kingdom

1. Data protection. The Data Processing Addendum applies, with the UK International Data Transfer Addendum to the EU Standard Contractual Clauses (or the UK Extension to the Data Privacy Framework, where held).

2. Liability floor. For you, the cap in Section 11.2 is increased to at least one thousand pounds sterling (£1,000).

3. Data use for improvement. Item 5 of Part A.1 applies, reading "GDPR" as the UK GDPR.

4. Reasonableness. The parties agree that the limitations in Section 11, as modified here, are reasonable having regard to the fees, the professional nature of the Suite, your duty to verify Outputs under Section 7.4, and the availability of insurance to you.

A.3 Australia

1. Consumer guarantees. Nothing in this Agreement excludes, restricts or modifies any guarantee, right or remedy under the Australian Consumer Law (Schedule 2 of the Competition and Consumer Act 2010) that cannot be excluded. Where our liability for failing to comply with such a guarantee can be limited, it is limited, at our option, to supplying the services again or paying the cost of having them supplied again.

2. No-refund wording. Section 8.2 applies subject to item 1: you are entitled to a remedy, which may include a refund, where the Australian Consumer Law requires it.

3. Small businesses. If you are a small business under the Australian Consumer Law unfair contract terms provisions: (a) for any change under Section 13 that is materially detrimental to you, we will give at least thirty (30) days' notice, and you may terminate before it takes effect and receive a pro-rata refund of prepaid fees and unused Credits purchased in the previous twelve (12) months; (b) our right to terminate under Section 12.2 requires thirty (30) days' notice, and Section 12.2's refund applies; (c) Section 12.1 applies only to breaches that are material or not remedied within fourteen (14) days of notice, except for breaches of Sections 4.2, 5 or 6.3, which apply immediately; and (d) Section 6.5 does not apply.

4. Liability floor. For you, the cap in Section 11.2 is increased to at least one thousand Australian dollars (A$1,000).

5. Local courts. If Australian law prevents a dispute from being resolved by arbitration in Michigan, you may bring it in the courts of the Australian state or territory where you are established.

A.4 Canada and Québec

1. Privacy. We handle personal information in accordance with the Personal Information Protection and Electronic Documents Act (PIPEDA) and applicable provincial privacy laws, including Québec's Act respecting the protection of personal information in the private sector (as amended by Law 25), as described in our Privacy Policy.

2. Québec — language. If you are established in Québec, a French version of this Agreement is presented to you before acceptance. You may expressly choose to be bound by the English version only after the French version has been provided to you. If you accept the French version, it is the authoritative version for you.

3. Québec — external and key clauses. The key terms in Section 16.1 are expressly brought to your attention and acknowledged by your required checkbox, and the Privacy Policy and Data Processing Addendum are presented to you before acceptance, for the purposes of articles 1435 to 1437 of the Civil Code of Québec.

4. Québec — Civil Code. Nothing in this Agreement limits liability for intentional or gross fault where the Civil Code of Québec prevents it.

A.5 Chile

1. Micro and small companies. If you are a micro or small company (empresa de menor tamaño) as defined in Ley N° 20.416, the protections of Ley N° 19.496 that apply to you by law prevail over this Agreement. In particular: (a) for any change under Section 13 that is materially detrimental to you, we will give at least thirty (30) days' notice, and you may terminate before it takes effect and receive a pro-rata refund of prepaid fees and unused Credits; and (b) Section 8.2 does not exclude any refund right that law gives you.

2. Spanish version. A Spanish translation is available on request and in the Suite. The English version prevails, except where Chilean law requires the Spanish version to prevail for you.

3. Personal data. We process personal data in accordance with Ley N° 19.628 and, from its entry into force, Ley N° 21.719, as described in our Privacy Policy and Data Processing Addendum.

4. Arbitration. Arbitration under Section 14.2 applies. If Chilean law prevents a dispute from being arbitrated in Michigan, it may be brought before the competent courts of Santiago, Chile.

A.6 Middle East (UAE, Saudi Arabia and other GCC states)

1. Personal data. You are responsible, as controller, for ensuring that any transfer of personal data to the Suite outside your country complies with applicable law, including the UAE Federal Decree-Law No. 45 of 2021 and the Saudi Personal Data Protection Law. Our Data Processing Addendum applies to data we process for you.

2. Agreed damages. If a court or tribunal adjusts the amount in Section 6.5 to reflect actual loss, the adjusted amount applies, and all other remedies in Section 6 remain available.

3. Arbitration. Arbitration under Section 14.2 applies, and its award may be enforced in your country under the New York Convention.

4. Translation. An Arabic translation may be provided for convenience. The English version prevails unless applicable law requires otherwise.

A.7 Asia-Pacific (China, India, Japan, Singapore and others)

1. Personal data and cross-border transfer. You are responsible, as controller, for any approvals, assessments, standard contracts or consents your law requires before personal data is transferred to the Suite, including under China's Personal Information Protection Law, India's Digital Personal Data Protection Act 2023, Japan's Act on the Protection of Personal Information and Singapore's Personal Data Protection Act 2012. Do not upload data that may not lawfully leave your country.

2. Taxes. If you must withhold tax from a payment to us, you will increase the payment so that we receive the full amount invoiced.

3. Arbitration. Arbitration under Section 14.2 applies. If your local law prevents a dispute from being resolved by arbitration in Michigan, it may be brought in the competent courts of your country, applying Michigan law unless your local law requires

otherwise.

4. Consents for data use. Where your law requires separate consent from individuals for the processing in Section 7.8 (for example, under China's PIPL), you are responsible for obtaining it before uploading their personal data, or for removing that personal data before upload.

A.8 United States and all other countries

The main terms apply without change, including Michigan governing law and arbitration seated in Michigan. If the law of your country prevents a specific provision from applying, Section 15.3 (mandatory local rights) and Section 15.4 (severability) govern, and every other provision continues to apply.