

END USER LICENSE AGREEMENT

Kova PedSim

Software Version: 1.2.0

EULA Version: 2.0

Effective Date: August 1, 2026

Please read this End User License Agreement ("Agreement") carefully before installing or using Kova PedSim.

This Agreement is a legal agreement between You and Jonathan Wong and Puja Bhagat, collectively referred to as the "Licensor," governing Your use of the Kova PedSim software plugin ("Software").

By clicking "Accept," installing, accessing, or using the Software, You confirm that You have read, understood, and agreed to this Agreement.

If You do not agree to this Agreement, do not install or use the Software.

If You accept this Agreement on behalf of a company, university, organization, or other legal entity, You confirm that You have authority to bind that entity. In that case, "You" includes that entity and the individuals it permits to use the Software.

1. FREE LICENCE GRANT

Subject to Your compliance with this Agreement, the Licensor grants You a worldwide, non-exclusive, non-transferable, non-sublicensable, and revocable licence to install and use the Software free of charge.

You may use the Software for:

- Personal projects;
- Academic research;
- Teaching and educational activities;
- Student work;
- Architectural and design projects;
- Professional consulting;
- Commercial projects; and
- Other lawful purposes.

You may use, reproduce, publish, distribute, and commercially exploit the project-specific results and outputs You create through authorized use of the Software.

The Software is licensed, not sold. Although it is provided free of charge, it is proprietary software and is not open-source software.

2. RESTRICTIONS

Except where expressly permitted by this Agreement or applicable law, You must not:

1. Sell, rent, lease, sublicense, redistribute, publish, or otherwise make the Software available to another person or through another distribution platform;
2. Copy the Software except as reasonably necessary to install, use, or back it up;
3. Modify, adapt, translate, or create derivative software based on the Software;
4. Reverse engineer, decompile, disassemble, decode, or otherwise attempt to discover the Software's source code, internal structure, proprietary algorithms, or non-public interfaces;
5. Circumvent, disable, remove, or interfere with any licence, security, access-control, or technical protection mechanism included in the Software;
6. Remove, alter, or obscure any copyright, trademark, attribution, licence, or proprietary notice included in the Software;
7. Represent that You own, created, sponsor, certify, or publish the Software;
8. Use the Software to provide a hosted software service, software-as-a-service platform, shared public service, or similar offering through which third parties can access the Software; or
9. Use the Software in violation of applicable law or the rights of another person.

These restrictions do not prohibit any act that applicable law expressly permits notwithstanding a contractual restriction, including any non-waivable right to study, test, observe, decompile, or reproduce limited portions of software for lawful interoperability purposes.

You may share project files, Grasshopper definitions, reports, images, exported data, and other work created using the Software, provided that Your distribution does not include or provide unauthorized access to the Software itself.

3. OWNERSHIP OF THE SOFTWARE

All rights, title, and interest in and to the Software remain with the Licensor.

This includes all rights in the Software's:

- Source code and compiled code;
- Algorithms and simulation methods;
- User interfaces;
- Documentation;
- Graphics and branding;
- File structures;
- Internal data structures; and
- Other proprietary materials.

This Agreement gives You permission to use the Software but does not transfer ownership of the Software or its intellectual property to You.

Copyright © 2026 Jonathan Wong and Puja Bhagat. All rights reserved.

"Kova" and "Kova PedSim," together with their associated logos and branding, are identifiers or trademarks of the Licensor. You may accurately state that Kova PedSim was used in Your work, but You may not imply endorsement, sponsorship, partnership, or certification by the Licensor.

4. YOUR PROJECTS, DATA, AND OUTPUTS

You retain ownership of Your:

- Rhino models;
- Grasshopper definitions;
- Project files;
- Imported datasets;
- Simulation configurations;
- Client materials;
- Designs;
- Reports;
- Images and visualizations;
- Exported data; and
- Simulation results.

As between You and the Licensor, You may freely use, modify, reproduce, publish, distribute, license, sell, or otherwise commercially exploit the project-specific outputs You generate using the Software.

The Licensor does not acquire ownership of Your projects, input data, models, designs, or simulation results merely because You used the Software to create or process them.

Ownership of Your outputs does not give You ownership of, or permission to extract or redistribute, the Software, its code, proprietary algorithms, embedded components, or technical protection mechanisms.

The Licensor does not guarantee that Your outputs will be unique. Similar inputs, assumptions, settings, and simulation methods may produce similar results for different users.

5. PRIVACY AND DATA COLLECTION

Kova PedSim does not collect or transmit Your project files, geometry, Grasshopper definitions, simulation data, usage analytics, device identifiers, or personal information to the Licensor or to third parties.

The Software may store settings, configuration information, exported results, or a record of Your acceptance of this Agreement locally on Your Device. This locally stored information remains on Your Device and is not transmitted to the Licensor.

The Licensor cannot access, recover, monitor, or back up Your locally stored project information.

You are responsible for maintaining appropriate backups of Your project files, configurations, simulation results, and other data.

This Section applies to Kova PedSim itself. If You independently connect Your Grasshopper definition or project to an external service, application programming interface, cloud platform, or third-party plugin, that third party may process data under its own terms and privacy policy.

6. THIRD-PARTY SOFTWARE

Kova PedSim is designed for use with Rhino and Grasshopper, which are third-party products.

You are responsible for obtaining and maintaining valid licences for Rhino, Grasshopper, Your operating system, and any other software required to use Kova PedSim.

The Software may include or rely upon third-party libraries or components governed by their own licence terms. Those terms apply to the relevant third-party components to the extent required by their licences.

Unless expressly stated otherwise, Kova PedSim is not sponsored, certified, or endorsed by Robert McNeel & Associates or by the

publishers of other third-party products.

The Licensor is not responsible for:

- Changes to third-party software;
- Changes to third-party licence terms;
- Third-party outages or defects;
- Discontinued third-party functionality; or
- Compatibility problems caused by third-party updates.

7. SIMULATION LIMITATIONS AND PROFESSIONAL RESPONSIBILITY

Kova PedSim is an analytical, research, visualization, and design-support tool intended to assist users in exploring pedestrian movement, social behavior, circulation, spatial occupation, and related conditions.

Pedestrian simulations are abstractions of complex human and environmental behavior. Simulation results may be affected by factors including:

- The accuracy and completeness of input data;
- Model geometry;
- Simulation settings;
- Behavioral assumptions;
- Agent characteristics;
- Boundary and starting conditions;
- Numerical approximations;
- Random or pseudo-random processes;
- User-selected parameters;
- Software configuration; and
- Real-world conditions not represented in the model.

The Licensor does not guarantee that the Software or its outputs will accurately predict actual pedestrian behavior, movement, occupancy, interaction, congestion, evacuation performance, or other real-world outcomes.

You are responsible for independently reviewing and validating:

- Your input data;
- Your simulation assumptions;
- Your selected parameters;
- Your model configuration;
- The suitability of the simulation method;
- The accuracy and relevance of the outputs; and
- Any conclusions or decisions derived from those outputs.

The Software and its outputs are not substitutes for qualified professional judgment, testing, regulatory review, or certification.

The Software does not determine, certify, or guarantee compliance with:

- Building codes;
- Fire-safety requirements;
- Emergency-egress requirements;
- Accessibility requirements;
- Occupancy limits;
- Crowd-safety standards;
- Planning regulations;
- Professional standards; or
- Other legal or contractual requirements.

You must not use the Software or its outputs as the sole basis for:

- Life-safety decisions;
- Emergency-response decisions;
- Evacuation certification;
- Crowd-control operations;
- Determining safe occupancy;
- Regulatory certification; or
- Any decision where an error could reasonably cause death, personal injury, or substantial property damage.

The Software may be used as one supplementary source of analysis when its assumptions and results are independently reviewed by appropriately qualified professionals.

You remain responsible for all professional services, submissions, conclusions, certifications, designs, and decisions made using or relying upon the Software.

8. NO WARRANTY, SUPPORT, OR CONTINUED AVAILABILITY

The Software is provided free of charge on an “as is” and “as available” basis, with all faults.

To the maximum extent permitted by applicable law, the Licensor makes no express, implied, statutory, or other warranty concerning the Software, including any warranty of:

- Merchantability;
- Satisfactory quality;
- Fitness for a particular purpose;
- Accuracy;
- Reliability;
- Availability;
- Compatibility;
- Security;

- Title; or
- Non-infringement.

The Licensor does not guarantee that:

- The Software will meet Your requirements;
- The Software will be error-free or uninterrupted;
- All defects will be corrected;
- Simulation results will be accurate or complete;
- The Software will remain compatible with future versions of Rhino, Grasshopper, .NET, Windows, macOS, or other third-party software;
- The Software will not cause data loss or corruption; or
- Any particular feature will remain available.

The Licensor is not required to provide:

- Technical support;
- Maintenance;
- Bug fixes;
- Compatibility updates;
- Security updates;
- Documentation updates; or
- Future versions of the Software.

The Licensor may update, modify, suspend, or discontinue the Software at any time. Discontinuing the Software does not affect Your ownership of project files or outputs You previously created.

Nothing in this Agreement excludes, restricts, or modifies a warranty, right, guarantee, or remedy that applicable law does not permit the parties to exclude, restrict, or modify.

9. LIMITATION OF LIABILITY

Nothing in this Agreement excludes or limits liability that applicable law does not permit the Licensor to exclude or limit, including liability for fraud, fraudulent misrepresentation, or any other liability that must remain legally available.

To the maximum extent permitted by applicable law, the Licensor will not be liable for any indirect, incidental, special, consequential, exemplary, or punitive loss or damage arising from or relating to the Software.

This includes, without limitation:

- Loss of data;
- Corrupted files;
- Loss of profits or revenue;
- Loss of business or opportunity;

- Loss of anticipated savings;
- Business interruption;
- Loss of reputation or goodwill;
- Cost of substitute software or services;
- Errors in simulation results;
- Inaccurate professional conclusions; or
- Design, regulatory, safety, or operational decisions based on the Software or its outputs.

To the maximum extent permitted by applicable law, the Licensor's total aggregate liability arising out of or relating to the Software or this Agreement will not exceed US\$100.

This limitation applies regardless of whether a claim is based on contract, negligence, tort, statute, strict liability, misrepresentation, or another legal theory, and regardless of whether the Licensor was advised that a loss was possible.

Because the Software is provided free of charge, You accept responsibility for determining whether it is suitable for Your intended use and for independently verifying all material results.

10. TERMINATION

You may terminate this Agreement at any time by ceasing to use and uninstalling the Software.

The Licensor may terminate Your licence if You materially breach this Agreement.

The licence may terminate immediately if You:

- Redistribute or sell the Software without permission;
- Circumvent its licence or security controls;
- Intentionally infringe the Licensor's intellectual property rights;
- Use the Software for unlawful purposes; or
- Commit a breach that cannot reasonably be corrected.

For another material breach that can reasonably be corrected, the Licensor may provide written notice and allow You 15 days to correct it before terminating the licence.

Upon termination, You must stop using and delete the Software and any unauthorized copies in Your possession or control.

You may retain and continue using project files and outputs lawfully created before termination.

Sections concerning ownership, project data and outputs, simulation limitations, warranties, liability, and governing law will continue to

apply after termination.

11. GOVERNING LAW

This Agreement and any dispute or claim arising out of or relating to it will be governed by the laws of the Commonwealth of Pennsylvania, without regard to its conflict-of-law principles.

The parties submit to the jurisdiction of the state and federal courts of competent jurisdiction located in the Commonwealth of Pennsylvania.

If You use the Software as a consumer, this Section does not deprive You of any mandatory legal protections available under the laws of the place where You ordinarily reside, or of any right to bring proceedings in a court available to You under applicable consumer law.

The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

12. CHANGES TO THIS AGREEMENT

The Licensor may revise this Agreement when releasing a new version or update of the Software.

If a revision materially changes Your rights or obligations, the updated Agreement will be presented to You for acceptance before You install or use the affected version.

An updated Agreement will not transfer ownership of Your existing project files or outputs to the Licensor.

Your continued use of a new or updated version after accepting its accompanying Agreement constitutes acceptance of the revised terms.

13. GENERAL TERMS

This Agreement constitutes the entire agreement between You and the Licensor concerning the Software and replaces any previous end user licence agreement for the same Software version.

If any provision of this Agreement is found to be invalid or unenforceable, that provision will be enforced to the maximum extent permitted by law, and the remaining provisions will continue in effect.

A failure or delay by the Licensor to enforce a provision does not waive the right to enforce it later.

You may not transfer or assign Your rights under this Agreement without the Licensor's written permission, except where applicable law

provides otherwise.

This Agreement does not create a partnership, employment relationship, agency, joint venture, or fiduciary relationship between You and the Licensor.

Headings are provided for convenience and do not affect the interpretation of this Agreement.

14. CONTACT

Questions concerning this Agreement may be sent to:

Kova PedSim
Licensors: Jonathan Wong and Puja Bhagat
Email: kovapedsim@gmail.com

15. ACCEPTANCE

By clicking "Accept," installing, accessing, or using the Software, You confirm that:

1. You have read and understood this Agreement;
2. You agree to be legally bound by it;
3. You have authority to accept it for Yourself or the entity You represent; and
4. You have had an opportunity to retain a copy for Your records.

If You do not agree, select "Decline," do not install or use the Software, and remove any copies in Your possession.

END OF END USER LICENSE AGREEMENT