IMPORTANT: READ THIS END USER LICENSE AGREEMENT (EULA) CAREFULLY BEFORE INSTALLING THIS SOFTWARE.

Version 3.0 — Effective January 20, 2026

This End User License Agreement ("Agreement") is made between:

Licensor: OptiControls, Inc. ("OptiControls") located in Houston, Texas, and
Licensee: The individual or entity installing or using the Software ("you")

BY INSTALLING THIS SOFTWARE, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, THAT YOU UNDERSTAND IT, AND THAT YOU AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, PROMPTLY CANCEL THE INSTALLATION.

The following points describe the details of the Agreement between you and OptiControls.

1.   Grant of License

Subject to the terms of this Agreement, OptiControls grants you a limited, non-exclusive, non-transferable license to install and use one copy of the Control loop Simulator software program ("Software"), including any accompanying electronic documentation ("Documentation"), on a single device, solely for your internal business or personal use.

2.   Activation and Technical Limitations

Use of the Software requires activation or validation using a device-specific identifier. Activation confirms license validity but does not create any obligation on OptiControls to maintain activation systems indefinitely.

3.   Trial License

The Software may be activated using a free, one-time trial license that permits use of the Software for a limited evaluation period ("Trial Period"). During the Trial Period, the Software may be used solely for the purpose of evaluating its suitability for purchase. Any use of the Software during the Trial Period for training, demonstration, presentation, production, documentation, or any purpose other than bona fide evaluation is prohibited and constitutes a violation of this Agreement.

4. Perpetual License

To use the Software beyond any applicable evaluation period, you must purchase and activate a perpetual software license. The license grants the right to use one (1) copy of the Software on a single computer and is bound to that computer through the use of a license key and associated technical controls.

5. Software Maintenance and Support

Software Maintenance and Support ("Maintenance") coverage begins on the date of license activation and continues for a period of twelve (12) months thereafter ("Maintenance Term"). Maintenance includes access to all major and minor updates of the Software released during the applicable Maintenance Term and reasonable technical assistance via electronic communication. Maintenance does not include custom development, or technical support for issues arising from unsupported operating systems, hardware, or installation environments.

If offered by OptiControls, you may renew the Maintenance Term on an annual basis by paying the then-current renewal fee prior to expiration of the current Maintenance Term. The renewal fee shall be twenty percent (20%) of the Software's then-current list price. If the Software was originally purchased online, maintenance renewal may be processed automatically by the applicable commerce platform. In such cases, you will receive advance notice of the renewal, including instructions for disabling automatic renewal.

If the Maintenance Term expires and is not renewed, the Software will continue to operate under the existing license; however, you will no longer be entitled to install or use any updates, upgrades, patches, or new releases of the Software issued after expiration of the Maintenance Term, nor will you be entitled to receive technical support services. Reinstatement of Maintenance after expiration is not available. Continued access to Maintenance following expiration will require the purchase of a new Software license.

6. Reinstallation and Hardware Changes

The license is bound to the original installation environment. Reinstallation, reactivation, or continued use of the Software following hardware replacement, system reimaging, virtualization, or migration to another device is not guaranteed and may be technically restricted.

Deactivation of the Software license is required prior to any reactivation attempt on the same or another device and is limited to two (2) deactivations per license within any rolling six-month (180-day) period. Once this limit is reached, further deactivation or reactivation attempts may be blocked.

7. No Transfer or Re-hosting Rights

This Agreement does not grant any right to transfer the Software or license to another device, user, or environment, whether by resale, assignment, virtualization, or otherwise.

8. Ownership

The Software and Documentation are licensed, not sold. You have no ownership rights in the Software or Documentation. Rather, you have a license to use the Software and Documentation in accordance with this Agreement, while it remains in effect. Ownership and all rights, title, and interests in and to the Software and Documentation, including all intellectual property rights, remain with OptiControls.

9. Copyright

The Software and Documentation are protected by United States copyright and trade secret laws, and by international treaty provisions. All rights not granted to you by this Agreement are expressly reserved by OptiControls. You may not remove or alter any copyright, trademark, or proprietary notices in the Software or Documentation.

10. Reverse Engineering

You may not reverse engineer, decompile, or disassemble the Software, and may not attempt to create source code from the object code of the Software. You may not direct or allow a third-party to perform these reverse-engineering activities.

11. Renting or Leasing

You may not rent, lease, or loan the Software, Documentation, or any part thereof.

12. User Responsibility

You are responsible for maintaining compatible hardware, operating systems, and backups necessary to use the Software during its supported lifecycle.

13. Discontinuation and Support

OptiControls may modify, suspend, or discontinue the Software, activation mechanisms, updates, or support services at any time. Discontinuation does not affect the perpetual nature of the license but may limit or eliminate the ability to reinstall, reactivate, or continue use of the Software.

14. Other Restrictions

You or any third party under your direction may not translate, modify, adapt, or distribute the Software or Documentation, or create derivative works based on the Software or Documentation or any part thereof.

15. Confidentiality

You acknowledge that the Software contains intellectual property, proprietary methods, and trade secrets of OptiControls and you hereby agree to maintain the confidentiality of the Software using at least as great a degree of care as you use to maintain the confidentiality of your own confidential information. You agree to communicate the terms and conditions of this Agreement to any persons who use the Software or Documentation, and to use reasonable efforts to ensure their compliance with such terms and conditions.

16. Licensed Components

The Software includes the ZedGraph component, which is licensed under the GNU Lesser General Public License, version 2.1 (LGPL-2.1). ZedGraph is Copyrighted © by John Champion and is used under the terms of the LGPL-2.1. A copy of the LGPL-2.1 is available at https://www.gnu.org/licenses/old-licenses/lgpl-2.1.html. Nothing in this Agreement grants you any rights to the ZedGraph component beyond those permitted under the LGPL-2.1 as incorporated into the Software.

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17. Limited Warranty

The software is provided "AS IS". OptiControls does not warrant that the software will operate error-free or in accordance with the documentation. Should a software defect render the software inoperable, your exclusive remedy, and OptiControls' sole obligation under this warranty, shall be at OptiControls' sole discretion, correction of the defect or refunding the purchase price paid by you for the software. Using the software is at your own risk. This limited warranty is the only warranty provided by OptiControls regarding the software. To the maximum extent permitted by law, OptiControls disclaims all other warranties of any kind, either expressed or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, and non-infringement. OptiControls does not warrant that the functions contained in the software will meet any requirements or needs you may have, that the software applies to your situation, that the software will operate error free or in an uninterrupted fashion, that any defects or errors in the software will be corrected, or that the software is compatible with any particular platform.

18. Limitation of Liability

To the maximum extent permitted by applicable law, OptiControls shall in no event be liable to you or any third party for any indirect, incidental, consequential, special, punitive, or exemplary damages, including without limitation damages for loss of business, loss of profits, loss of business information, or business interruption, arising out of or related to the use of or inability to use the Software or Documentation, or any claim by any third party, even if OptiControls has been advised of the possibility of such damages.

In no event shall OptiControls' aggregate liability arising out of or related to this Agreement, the Software, or the Documentation exceed the license fees actually paid by you for the Software.

19. Termination

This Agreement is effective until terminated. You may terminate this Agreement at any time by deactivating the license and uninstalling the Software from all devices on which it is installed.

OptiControls may terminate this Agreement immediately upon notice if you materially breach any provision of this Agreement. Upon termination for any reason, you must cease all use of the Software, deactivate the license, and uninstall the Software.

Sections relating to confidentiality, proprietary rights, limitation of liability, and any other provisions which by their nature should survive termination shall survive termination of this Agreement.

20. Governing Law

This Agreement shall be construed, interpreted, and governed by the laws of The State of Texas, United States. You agree that jurisdiction and venue for any controversy, action, claim, or proceeding under this Agreement shall be in a court of competent jurisdiction in Harris County, Texas.

16. Severability

If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, that provision shall be enforced to the maximum extent permissible, and the remaining provisions shall remain in full force and effect.

21. Changes to this Agreement

This Agreement is subject to change and may contain modified terms for future versions of the Software. Future versions of the Agreement will become effective upon their acceptance during their respective software installation processes.

22. Entire Agreement

This Agreement constitutes the entire agreement between you and OptiControls. Any waiver or modification of this Agreement shall only be effective if it is placed in writing and signed by both you and OptiControls.