

End-User License Agreement

Effective June 4, 2026 · Version 1

This End-User License Agreement ("Agreement") is a legal agreement between you (an individual or entity) and ProcessModel, Inc. ("ProcessModel", "we", "us"). It governs your installation and use of the ProcessModel desktop software, including any documentation, updates, supplements, model objects, internet-based services, AI-assisted features, and support services delivered with it (together, the "Software").

By installing, activating, licensing, accessing, or using the Software, you agree to this Agreement. If you do not agree, do not install or use the Software.

1. Definitions

This Agreement uses the following terms:

- **Trial** — a time-limited evaluation license.
- **Term License** — a license valid for a fixed period purchased as a **one-time purchase (for example, 1-year, 2-year, or 3-year), which does not automatically renew.**
- **Student License** — a reduced-price Term License available to eligible students, conditioned on proof of enrollment.
- **Perpetual** — a license granted on a non-term basis (if offered).
- **Personal Version** — a capability-limited version available for learning after a Trial or paid license ends.

2. License Grant; General Scope

The Software is licensed, not sold. ProcessModel reserves all rights not expressly granted to you. This Agreement grants you only the limited rights expressly stated.

3. Installation and Use Rights

You may install and use one Licensed Copy of the Software on one Licensed Device at a time. The Software may not be shared or used concurrently on different devices. Use on a portable device is permitted for a single user provided it is not used simultaneously elsewhere. Network use requires one license per concurrent user.

4. Virtualization, Multiplexing, and Remote Access

One virtual system is permitted per Licensed Device. The primary user may access the Software remotely; others only for support. Hardware or software used to pool connections does not reduce the number of licenses required.

5. Trial, Expiration, and Automatic Conversion

Trial versions are time-limited. Upon expiration without renewal or upgrade to a paid license, the Software automatically converts to the Personal Version. Paid Term Licenses are valid for the purchased term and, upon expiry without renewal, likewise convert to the Personal Version.

6. Account, Activation, and Device Association

Account. Purchasing, activating, and managing a paid license requires a ProcessModel account identified by your email address. Sign-in is passwordless: you receive a one-time sign-in link by email. You are responsible for maintaining access to the email address associated with your account.

Activation and device association. Activation is required to enable licensed features and associates your license with a specific device. To do this, the Software computes a **machine fingerprint** — a one-way hash derived from a combination of stable hardware and system identifiers on your device — and sends it, together with limited technical information (such as a hardware key, IP address, operating-system type, and Software name and version), to ProcessModel. ProcessModel stores the fingerprint **only as a hash** and does not store the underlying raw hardware identifiers.

One bound device; moving your license. A paid license may be active on **one device at a time**. You may release the license from a device (from your account page or within the Software) and activate it on another.

Activating on a new device automatically releases the binding on the previously bound device ("whoever signs in wins"); the previously bound device will revert to the Personal Version until a license is activated on it again.

Data. What activation transmits, how long it is retained, and how payment is processed (by Stripe; ProcessModel does not store full card data) are described in the ProcessModel **Privacy Policy**.

6A. Periodic License Validation (Heartbeat) and Connectivity

To confirm that a licensed copy remains validly activated on its bound device, the Software periodically contacts ProcessModel's licensing service over the internet (a "heartbeat"). **An internet connection is required to activate a license and, from time to time, to revalidate it.** Brief or intermittent offline use is supported within a grace window; however, if the Software is unable to validate the license for an extended period, or if the license is released, expired, or revoked, the licensed features may revert to the Personal Version until the license is successfully revalidated or reactivated. ProcessModel may also clear a device binding automatically after an extended period without a successful heartbeat.

7. Internet-Based Services

The Software uses internet-based services (including activation, license validation, and optional AI features). These services may be changed or discontinued at any time. To provide them, the Software transmits computer information such as IP address, operating-system type, and Software name and version. Handling of this information is described in the ProcessModel Privacy Policy.

8. AI-Assisted Features

AI-assisted features are optional. When used, your data may be transmitted to external services to provide the feature. ProcessModel does not claim ownership of user-provided data and does not use it to train its proprietary models.

9. Model Objects and Demo Models

Model Objects are provided to help you perform recurring modeling tasks, and Demo Models are provided to help you learn model building. Both are provided to assist you; you are responsible for verifying that they work as intended for your particular model and purpose.

10. Model Building Services

Model building services are included only where stated on your invoice or purchased separately. To the fullest extent permitted by law, ProcessModel disclaims liability arising from implementing a computer-generated model in real-world scenarios, and ProcessModel's aggregate liability for model building services is limited as described in the applicable order terms and any signed non-disclosure agreement.

11. Maintenance & Support

One year of maintenance and support is included with purchase, including customer support, help with models and errors, library access, and updates within version guidelines.

12. Use Restrictions

You may not reverse engineer, decompile, or disassemble the Software; copy it except as expressly permitted; commercially host it; rent or lease it; or use it unlawfully. You may not circumvent, tamper with, or attempt to defeat the activation, machine-fingerprinting, heartbeat, or trial-limitation mechanisms.

13. Academic Use

Academic and Student licenses require current enrollment or employment at an educational institution and may be used for academic purposes only. ProcessModel may require proof of eligibility (such as proof of enrollment) at purchase or on request; misrepresentation of eligibility voids the license.

14. Ownership; Intellectual Property

The Software is licensed, not sold, and is protected by copyright and other intellectual-property laws and treaties. ProcessModel and its suppliers own all title, copyright, and other intellectual-property rights in the Software, and all rights not expressly granted to you are reserved. This Agreement grants you no rights in the ProcessModel name, logo, or trademarks. You may make one copy of the Software solely for backup or archival purposes, except where your license terms prohibit it. The models, data, and content you create with the Software remain yours.

15. Limited Warranty; Disclaimer

ProcessModel warrants that the Software will perform substantially in accordance with its accompanying written materials for one year from the date of original purchase, unless a longer period is required by law. Except for this limited warranty, the Software is provided "as is," and to the maximum extent permitted by law ProcessModel disclaims all other warranties, whether express or implied, including the implied warranties of merchantability and fitness for a particular purpose.

16. Limitation of Liability

To the maximum extent permitted by law, ProcessModel and its suppliers are not liable for any indirect, special, incidental, consequential, punitive, or exemplary damages, or for any loss of profits, business interruption, or loss of information, arising out of the use of or inability to use the Software, even if advised of the possibility of such damages.

17. Export Restrictions

You may not export or re-export the Software except in compliance with United States and other applicable export laws and regulations.

18. U.S. Government Restricted Rights

If you are the United States Government or an agency of it, your use and disclosure of the Software are subject to the applicable restricted-rights provisions and contract-dispute procedures required by law.

19. Governing Law; Entire Agreement; Changes

This Agreement is governed by the laws of the State of Utah, USA, excluding its conflict-of-laws rules. Modifications must be in writing and signed by ProcessModel.

20. Contact

ProcessModel Customer Service, Eagle Mountain, UT 84005, (801) 356-7165.