

RadTeamSim End User License Agreement

Radiation Emergency Services, LLC

Effective Date: April 2026 | Last Updated: March 31, 2026

IMPORTANT: This End User License Agreement (“EULA”) is a legal agreement between you (“User,” “you,” or “your”) and Radiation Emergency Services, LLC (“RES,” “we,” “our,” or “us”) governing your use of the RadTeamSim software platform, including RadTeamSim.Route, RadTeamSim.Flight, and RadTeamSim.Meter (collectively, “the Software”), and the associated web platform at radteamsim.com (the “Platform”).

BY CREATING AN ACCOUNT, INSTALLING, OR USING THE SOFTWARE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE TERMS OF THIS EULA. IF YOU DO NOT AGREE, DO NOT CREATE AN ACCOUNT, INSTALL, OR USE THE SOFTWARE.

If you are accepting this EULA on behalf of an organization, you represent and warrant that you have the authority to bind that organization to these terms.

1. Definitions

“Software” means the RadTeamSim suite of applications, including RadTeamSim.Route, RadTeamSim.Flight, and RadTeamSim.Meter, delivered via cloud-hosted kiosk sessions, web portal, or mobile application.

“Platform” means the RadTeamSim web portal at radteamsim.com, including all account management, mission data storage, and reporting functionality.

“Simulation Files” means the proprietary radiological contamination scenario data files created by RES for use within the Software.

“Mission Data” means all data generated during your use of the Software, including route reports, survey reports, observation reports, mission summary reports, survey screenshots, dosimetry logs, and associated metadata.

“Subscription” means your active, paid access to the Software and Platform as provided under your organization’s agreement with RES.

“Organization Administrator” means the individual designated by your organization to manage user accounts and configure events on the Platform.

2. License Grant

2.1 Software License

Subject to the terms of this EULA and your active Subscription, RES grants you a limited, non-exclusive, non-transferable, revocable license to access and use the Software for the purpose of radiological and nuclear emergency response training and exercises.

2.2 Scope of Use by Product

- RadTeamSim.Route: Accessed via cloud-hosted kiosk sessions through the RadTeamSim Platform. Licensed for use by authorized users within your organization.
- RadTeamSim.Flight: Accessed via cloud-hosted kiosk sessions through the RadTeamSim Platform. Licensed for use by authorized users within your organization.
- RadTeamSim.Meter: Available as a mobile application on iOS and Android devices. Users with an active RadTeamSim SaaS subscription receive Meter access at no additional cost. Meter may also be licensed separately as a standalone product under its own subscription.

2.3 Account Requirement

Use of any RadTeamSim product requires an active account on the Platform (radteamsim.com). Accounts are managed by your Organization Administrator and are subject to the access controls described in this EULA and the RadTeamSim Privacy Policy.

3. License Restrictions

You agree that you will not:

- (a) Copy, distribute, sublicense, sell, resell, rent, lease, or lend access to the Software to any third party without the prior written consent of RES.
- (b) Reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Software.
- (c) Attempt to investigate, reproduce, reverse engineer, or reconstruct the methods, algorithms, or approaches used to create RadTeamSim Simulation Files.
- (d) Modify, adapt, translate, or create derivative works based on the Software.
- (e) Remove, alter, or obscure any proprietary notices, labels, or branding contained in the Software.
- (f) Use the Software for any purpose other than radiological and nuclear emergency response training, exercises, and related professional activities.
- (g) Share your account credentials with any other individual. Each user must maintain their own account.
- (h) Attempt to access the Platform, kiosk infrastructure, or cloud resources through any means other than the interfaces provided by RES.

4. Intellectual Property

4.1 RES Ownership

The Software, Platform, Simulation Files, and all associated documentation, graphics, user interfaces, algorithms, and scientific methodologies are the exclusive property of RES and are protected by applicable intellectual property laws. This EULA does not grant you any ownership rights in the Software or any component thereof.

4.2 Simulation Files

Simulation Files are proprietary to RES and are licensed to you solely for use within the Software. You may not distribute, share, convert, export, or use Simulation Files outside of the RadTeamSim platform without the prior written consent of RES.

4.3 Trademarks

RadTeamSim, RadTeamSim.Route, RadTeamSim.Flight, RadTeamSim.Meter, and the Radiation Emergency Services name and logo are trademarks of RES. You may not use these marks without prior written permission, except to identify the Software in the context of your authorized use.

5. Data Ownership and Retention

5.1 Your Mission Data

You (or your organization) retain ownership of the Mission Data generated through your use of the Software. By using the Software, you grant RES a limited, non-exclusive license to host, store, process, display, and transmit your Mission Data solely as necessary to operate the Platform and deliver the services described in this EULA.

5.2 Anonymized and Aggregated Data

RES may use anonymized, aggregated data derived from platform usage (such as total mission counts, system performance metrics, and general usage patterns) for the purpose of improving the Software and Platform. This data will not identify you, your organization, or any individual mission.

5.3 Data Retention

RES will host and provide access to your Mission Data on the Platform for the duration of your active Subscription. Following expiration or termination of your Subscription, RES will retain your Mission Data for a period of ninety (90) days, during which you may request an export of your data. After this 90-day grace period, RES may permanently delete your Mission Data without further notice. RES is not obligated to maintain or provide access to Mission Data after the grace period has expired.

5.4 Data Export

You may download your Mission Data at any time during your active Subscription through the Platform's export functionality. If you require assistance with data export during the post-termination grace period, contact RES at info@radiationemergencyservices.com.

5.5 Data Visibility

Access to Mission Data within the Platform is governed by event-level visibility settings configured by your Organization Administrator. For full details on who can access your Mission Data under each event type, refer to the RadTeamSim Privacy Policy.

6. Third-Party Integrations

The Software offers optional integration with third-party field data applications, including CBRNResponder and Mission Edge. If you choose to authenticate into a third-party system from within the Software, you acknowledge that:

- Your Mission Data (including surveys, observations, and positional information) will be transmitted to that third-party system.
- Such transmission is initiated at your direction and requires your explicit authentication.
- Your use of the third-party system is governed by that system's own terms of service and privacy policy, not this EULA.

RES is not responsible for the data practices, availability, or functionality of any third-party system.

7. Subscription and Termination

7.1 Subscription Terms

Access to the Software and Platform is provided under a Subscription managed between RES and your organization. Subscription terms, pricing, and renewal conditions are established in a separate agreement between RES and your organization.

7.2 Termination by RES

RES may suspend or terminate your access to the Software at any time if:

- You violate any term of this EULA.
- Your organization's Subscription expires or is terminated.
- Continued access poses a security risk to the Platform or other users.

7.3 Termination by You

You may stop using the Software at any time. To close your account, contact your Organization Administrator or RES directly. Account closure is subject to the data retention terms in Section 5.3.

7.4 Effect of Termination

Upon termination of this EULA or your Subscription, your right to access and use the Software ceases immediately. Sections 3, 4, 5, 8, 9, 10, and 11 survive termination.

8. Disclaimer of Warranties

THE SOFTWARE IS PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

THE SOFTWARE IS A TRAINING AND SIMULATION TOOL. ALL RADIATION READINGS, DOSE RATES, DOSIMETRY VALUES, HEALTH IMPACT ASSESSMENTS, AND OTHER DATA GENERATED BY THE SOFTWARE ARE SIMULATED AND ARE INTENDED SOLELY FOR TRAINING AND EXERCISE PURPOSES. THE SOFTWARE DOES NOT DETECT, MEASURE, OR REPORT ACTUAL RADIATION LEVELS.

RES does not warrant that the Software will be uninterrupted, error-free, or free of harmful components. RES does not warrant the accuracy, completeness, or reliability of any simulation results beyond their intended use as training tools.

9. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL RES, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, DATA, USE, OR GOODWILL, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE THE SOFTWARE, REGARDLESS OF THE THEORY OF LIABILITY.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL AGGREGATE LIABILITY OF RES FOR ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS EULA SHALL NOT EXCEED THE AMOUNT PAID BY YOU OR YOUR ORGANIZATION TO RES FOR THE SOFTWARE DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

10. Indemnification

You agree to indemnify, defend, and hold harmless RES and its officers, directors, employees, and agents from and against any claims, damages, losses, liabilities, and expenses (including reasonable attorney’s fees) arising out of or in connection with your use of the Software, your violation of this EULA, or your violation of any applicable law or regulation.

11. Governing Law and Dispute Resolution

This EULA shall be governed by and construed in accordance with the laws of the State of Nevada, United States of America, without regard to its conflict of laws principles. Any dispute arising out of or relating to this EULA shall be resolved in the state or federal courts located in Clark County, Nevada, and you consent to the personal jurisdiction of such courts.

12. Mobile Application Store Terms

If you access RadTeamSim.Meter through the Apple App Store or Google Play Store, the following additional terms apply:

12.1 Apple App Store

- This EULA is between you and RES, not Apple Inc. Apple is not responsible for the Software or its content.
- Apple has no obligation to provide maintenance or support services for the Software.
- In the event of any failure of the Software to conform to any applicable warranty, you may notify Apple, and Apple will refund any applicable purchase price. Apple has no other warranty obligation with respect to the Software.
- Apple is not responsible for addressing any claims by you or any third party relating to the Software, including product liability claims, claims that the Software fails to conform to any applicable legal or regulatory requirement, and claims arising under consumer protection or similar legislation.
- In the event of any third-party claim that the Software infringes a third party's intellectual property rights, RES, not Apple, is solely responsible for the investigation, defense, settlement, and discharge of any such claim.
- Apple and its subsidiaries are third-party beneficiaries of this EULA, and upon your acceptance, Apple will have the right to enforce this EULA against you as a third-party beneficiary.

12.2 Google Play Store

- This EULA is between you and RES, not Google LLC. Google is not responsible for the Software or its content.
- Google has no obligation to provide maintenance, support, or warranty services for the Software.
- Your use of the Software downloaded from Google Play is also subject to the Google Play Terms of Service.

13. General Provisions

13.1 Entire Agreement

This EULA, together with the RadTeamSim Privacy Policy and any separate Subscription agreement between RES and your organization, constitutes the entire agreement between you and RES with respect to the Software and supersedes all prior agreements, including the RadTeamSim.Route EULA version 1.3.0.

13.2 Severability

If any provision of this EULA is found to be unenforceable, the remaining provisions shall continue in full force and effect.

13.3 Waiver

The failure of RES to enforce any right or provision of this EULA shall not constitute a waiver of such right or provision.

13.4 Assignment

You may not assign or transfer this EULA or any rights or obligations hereunder without the prior written consent of RES. RES may assign this EULA without restriction.

13.5 Amendments

RES reserves the right to modify this EULA at any time. Changes will be communicated through the Platform or by email to the address associated with your account. Your continued use of the Software after notification of changes constitutes acceptance of the modified terms.

13.6 Notices

All notices under this EULA shall be in writing and directed to:

Radiation Emergency Services, LLC

Email: info@radiationemergencyservices.com

Phone: 702-509-9967

Website: www.radiationemergencyservices.com