

END USER LICENSE AGREEMENT

Last updated: January 28, 2026

App Name: tamga (“Licensed Application”)

Licensor: GALATA INK INTERACTIVE CORPORATION

Address: 902-1531 Beach Ave, Vancouver, BC, Canada

Contact: posta@galata.ink

1. THE APPLICATION

tamga (“Licensed Application”) is a piece of software created to facilitate 3D concept sculpting, sketching, stylized rendering, artistic expression, and design. It is customized for iOS and Android mobile devices (“Devices”) as well as Desktop environments. It is used to form, sculpt, paint, pose, sketch, and render 3D art.

2. SCOPE OF LICENSE AND PERMITTED USE

2.1 PLATFORM-SPECIFIC LICENSE TERMS

Notwithstanding the general license grant provided in this Agreement, the following specific terms apply based on the platform and license type:

(A) iOS / iPadOS Version:

Usage of the mobile version of the Software is governed by this Agreement and permits both personal and commercial use without additional payment. You retain full ownership of all content created on this platform.

(B) Desktop Version (Windows / macOS / Linux):

The license for the Desktop version is subject to the following restrictions:

- **Free Tier (Non-Commercial):** Unless a commercial license is purchased, you may use the Desktop Software for personal, educational, or non-profit purposes ONLY.

You are **expressly prohibited** from using the Free Tier for commercial projects, client work, or assets intended for sale.

- **Paid Tier (Commercial):** Commercial use of the Desktop Software requires the purchase of a Commercial License via our website or authorized sales channel.

2.2 PROOF OF COMMERCIAL RIGHTS (DESKTOP)

The Desktop Software does not use technical DRM. We rely on an honor system.

- **Validation:** To verify your commercial rights (e.g., during a software audit), you must retain your receipt or order confirmation from an authorized payment processor.
- **Proof:** This receipt serves as your proof of license.

2.3 GENERAL RESTRICTIONS

You may not share or make the Licensed Application available to third parties, sell, rent, lend, lease or otherwise redistribute the Licensed Application. You may not reverse engineer, translate, disassemble, integrate, decompile, remove, modify, combine, create derivative works or updates of, adapt, or attempt to derive the source code of the Licensed Application.

3. TECHNICAL REQUIREMENTS

3.1 Licensor attempts to keep the Licensed Application updated so that it complies with modified/new versions of the firmware and new hardware. You are not granted rights to claim such an update.

3.2 You acknowledge that it is Your responsibility to confirm and determine that the device on which You intend to use the Licensed Application satisfies the technical specifications required.

4. MAINTENANCE AND SUPPORT

4.1 The Licensor is solely responsible for providing any maintenance and support services for this Licensed Application. You can reach the Licensor at the email address listed in the App Store or Play Store Overview.

4.2 You acknowledge that the Services (Apple/Google) have no obligation whatsoever to furnish any maintenance and support services with respect to the Licensed Application.

5. USE OF DATA

You acknowledge that Licensor may periodically collect and use technical data and related information about your device, system, and application software to facilitate the software updates and product support. Licensor may use this information to improve its products or to provide services or technologies to you, as long as it is in a form that does not personally identify you.

6. USER CONTENT AND OWNERSHIP

6.1 USER OWNERSHIP

You (the User) retain **full ownership, copyright, and intellectual property rights** in and to the works, 3D models, textures, renders, and designs (“User Content”) created by you using the Licensed Application. The Licensor claims **no ownership rights** over your User Content.

6.2 LIMITED LICENSE TO OPERATE

By creating content within the Licensed Application, you grant the Licensor a limited, non-exclusive, royalty-free license solely necessary to operate the Software (e.g., saving files to your local device or processing renders). This license **does not** grant the Licensor the right to sell, resell, or distribute your User Content.

7. LIABILITY

7.1 Licensor’s responsibility in the case of violation of obligations and tort shall be limited to intent and gross negligence. Only in case of a breach of essential contractual duties (cardinal obligations), Licensor shall also be liable in case of slight negligence. In any case, liability shall be limited to the foreseeable, contractually typical damages.

7.2 Licensor takes no accountability or responsibility for any damages caused due to a breach of duties according to Section 2 of this License Agreement. To avoid data loss,

You are required to make use of backup functions of the Licensed Application.

8. WARRANTY

8.1 Licensor warrants that the Licensed Application is free of spyware, trojan horses, viruses, or any other malware at the time of Your download.

8.2 In the event of any failure of the Licensed Application to conform to any applicable warranty, You may notify the Services Store Operator (Apple/Google), and Your Licensed Application purchase price will be refunded to You. To the maximum extent permitted by applicable law, the Services Store Operator will have no other warranty obligation whatsoever with respect to the Licensed Application.

9. PRODUCT CLAIMS

GALATA INK INTERACTIVE CORPORATION, and not the Services, is responsible for addressing any claims of the End-User or any third party relating to the Licensed Application, including, but not limited to: (i) product liability claims; (ii) any claim that the Licensed Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection, privacy, or similar legislation.

10. LEGAL COMPLIANCE

You represent and warrant that You are not located in a country that is subject to a US Government embargo, or that has been designated by the US Government as a “terrorist supporting country”; and that You are not listed on any US Government list of prohibited or restricted parties.

11. TERMINATION

The license is valid until terminated by GALATA INK INTERACTIVE CORPORATION or by You. Your rights under this license will terminate automatically and without notice if You fail to adhere to any term(s) of this license. Upon License termination, You shall stop

all use of the Licensed Application and destroy all copies, full or partial, of the Licensed Application.

12. THIRD-PARTY TERMS AND BENEFICIARIES

12.1 GALATA INK INTERACTIVE CORPORATION will comply with applicable third-party terms of agreement when using Licensed Application.

12.2 In accordance with Section 9 of the “Instructions for Minimum Terms of Developer’s End-User License Agreement,” both Apple and Google and their subsidiaries shall be third-party beneficiaries of this End User License Agreement. Upon Your acceptance of the terms and conditions of this License Agreement, both Apple and Google will have the right (and will be deemed to have accepted the right) to enforce this End User License Agreement against You as a third-party beneficiary thereof.

13. INTELLECTUAL PROPERTY RIGHTS

In the event of any third-party claim that the Licensed Application or the End-User’s possession and use of that Licensed Application infringes on the third party’s intellectual property rights, GALATA INK INTERACTIVE CORPORATION, and not the Services, will be solely responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claims.

14. APPLICABLE LAW

This License Agreement is governed by the laws of Canada excluding its conflicts of law rules.

15. MISCELLANEOUS

15.1 If any of the terms of this agreement should be or become invalid, the validity of the remaining provisions shall not be affected. Invalid terms will be replaced by valid ones formulated in a way that will achieve the primary purpose.

15.2 Collateral agreements, changes and amendments are only valid if laid down in writing.