PHDwin Developer Program Master Agreement
(Referencing all Applicable PHDwin Policies and the EULA)

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1. Introduction

Welcome to the PHDwin Developer Program ("Program") offered by TRC Consultants, L.C. ("TRC" or "we" or "us"). Through this Program, approved developers ("Developer" or "you") may gain access to certain PHDwin tools, resources, and potential collaboration opportunities. Your participation in the Program is governed by the terms and conditions below (this "Agreement"), as well as all applicable PHDwin policies, including but not limited to our EULA, Support Policy, Privacy Policy, and Terms of Service (collectively, the "PHDwin Policies").

By participating in this Program, you acknowledge that you have read, understood, and agree to be bound by this Agreement and all PHDwin Policies. To the extent any conflict arises between this Agreement and the PHDwin Policies or the EULA, the EULA will control.

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2. Program Benefits and Access

Subject to TRC's approval of your application and your compliance with this Agreement and all PHDwin Policies, you may receive access to:

1. **API Documentation Toolkit**

2. **Best Practices Documentation**

3. **Command Line Controls**

4. **V3 Connect Information**

5. **Advanced Configuration Toolkit**

6. **A PHDwin-Approved Media Kit**

7. **Developer Support** (including a form for PHDwin product support)

8. **Licensing Resources**

9. **60-Day Trial to PHDwin** during your approval period

10. **Opportunities for Media Exposure** (at TRC's sole discretion and subject to the conditions in Section 6 below)

All such resources are provided "as available" and TRC may modify or revoke these resources at any time for any reason.

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3. Intellectual Property

1. **Ownership**
   All rights, title, and interest in and to PHDwin software, documentation, and associated materials (collectively, "PHDwin Materials") are owned exclusively by TRC and/or its licensors. Nothing in this Agreement grants you ownership of PHDwin Materials. You are granted only the limited, non-exclusive rights expressly stated herein and in the applicable PHDwin Policies.

2. **Protection of TRC Intellectual Property**
   You must not (a) reverse engineer, decompile, or disassemble any PHDwin software or code; (b) remove, modify, or obscure any copyright, trademark, or proprietary rights notices from any PHDwin Materials; or (c) use any PHDwin Materials in a manner that violates the EULA or PHDwin Policies.

3. **Feedback and Contributions**
   Any feedback, suggestions, or improvements you provide about PHDwin or any other TRC product or service will be owned by TRC. TRC will have a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate any such feedback into its products or services.

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4. Developer Program Limitations

1. **No Guarantee of Distribution**
   This Program does not guarantee that your offerings, integrations, or software will be distributed, resold, or otherwise made available by TRC. Any distribution or resale arrangement requires a separate, written agreement with TRC.

2. **No Guarantee of Publicity**
   Your participation in the Program does not guarantee promotional support, marketing, or publicity from TRC or PHDwin. Any marketing collaboration or publicity requires a separate, written agreement with TRC.

3. **License Compliance**
   Any use of PHDwin or related TRC materials must comply with the PHDwin EULA,

Terms of Service, and other PHDwin Policies at all times. Failure to comply may result in immediate termination of your participation in the Program.

4. **Approval Required for Expanded Access**
   TRC may offer certain advanced or expanded features to selected developers. Access to these features is solely at TRC's discretion and subject to additional terms or agreements.

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5. 60-Day Trial

During your initial approval period, you may receive a **60-day trial license** to use PHDwin for development, testing, and evaluation purposes. This trial is subject to the terms of the applicable PHDwin EULA and is intended solely for Program-related activities. TRC may revoke the trial at any time if there is a breach of the EULA, this Agreement, or any other PHDwin Policy.

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6. Media Kit and Promotional Activities

1. **Media Kit**

   - TRC may provide a "PHDwin Approved Media Kit" to use for limited promotional efforts related to your PHDwin integrations.

   - **All usage of the Media Kit** (including logos, trademarks, screenshots, and other brand elements) must be pre-approved in writing by PHDwin Marketing.

2. **Point of Contact and Approval**

   - **Sebastian Trujillo** is the sole authorized PHDwin Marketing point of contact for media kit dissemination.

   - **Jonathan Smith** (PHDwin Sales Director) must review and approve **all** proofs and final materials before any public release or promotion. No publishing of any offer or promotion related to PHDwin or TRC's IP is allowed without Jonathan Smith's written approval.

3. **No Guaranteed Publicity**
   Receiving the Media Kit or engaging with PHDwin Marketing does not guarantee that TRC or PHDwin will endorse, promote, or otherwise publicize your product or service.

7. Developer Support

1. **Access to Developer Support**
   As part of the Program, you may receive direct support for technical inquiries related to your integration, subject to our [Support Policy](#).

2. **Scope of Support**

   - TRC will make reasonable efforts to assist with questions related to the API documentation toolkit, V3 Connect Information, Command Line Controls, and other developer resources.

   - The Support Policy outlines response times, business hours, and other limitations.

8. Term and Termination

1. **Term**
   This Agreement becomes effective as of the date you are approved for the Program and will remain in force unless otherwise terminated by either party.

2. **Termination by TRC**
   TRC reserves the right to suspend or terminate your participation in the Program immediately (a) if you breach this Agreement, the PHDwin EULA, or any other PHDwin Policy; (b) if your activities harm or threaten to harm TRC's reputation or intellectual property; or (c) at TRC's sole discretion with or without cause.

3. **Effect of Termination**
   Upon termination, you must promptly cease using all PHDwin Materials and discontinue any promotion or display of the Media Kit or any PHDwin brand elements. You must also destroy or return (if requested) all confidential or proprietary materials belonging to TRC.

9. Disclaimer and Limitation of Liability

1. **Disclaimer**
   Participation in the Program and usage of PHDwin Materials are provided on an "as is" basis, without any warranties of any kind, whether express or implied, including

but not limited to implied warranties of merchantability or fitness for a particular purpose.

2. **Limitation of Liability**
To the maximum extent permitted by law, TRC, its affiliates, officers, directors, employees, contractors, or licensors shall not be liable for any indirect, incidental, consequential, punitive, special, or exemplary damages arising from or related to your participation in the Program or use of PHDwin Materials, including loss of profits, even if advised of the possibility of such damages. In no event shall TRC's liability to you exceed the total amount paid (if any) by you for participation in this Program.

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10. Miscellaneous

1. **Incorporation of Other Policies**
The following PHDwin Policies are incorporated into this Agreement by reference, and your participation in the Program is subject to them:

   o EULA

   o [Support Policy](#)

   o [Privacy Policy](#)

   o [Terms of Service](#)

2. **No Assignment**
You may not assign or transfer this Agreement or any rights or obligations hereunder, in whole or in part, without the prior written consent of TRC. Any attempt to assign or transfer without such consent will be null and void.

3. **No Waiver**
No failure or delay by TRC to exercise any right or remedy provided under this Agreement shall operate as a waiver thereof.

4. **Governing Law and Venue**
This Agreement is governed by and construed in accordance with the laws of the State of Texas, U.S.A., without regard to its conflict of laws principles. The exclusive venue for any disputes arising out of or related to this Agreement shall be the federal or state courts located in Bexar County, Texas.

5. **Entire Agreement**
   This Agreement, together with all referenced PHDwin Policies, constitutes the entire agreement between the parties relating to the Program and supersedes all prior or contemporaneous oral or written communications, proposals, representations, and warranties.

6. **Amendments**
   TRC reserves the right to modify or update this Agreement at any time. Your continued participation in the Program after any changes to this Agreement indicates your acceptance of the updated terms.

By participating in the PHDwin Developer Program, you acknowledge that you have read, understood, and agree to abide by this Agreement and all applicable PHDwin Policies.