

## END USER LICENSE AGREEMENT (EULA)

### 1. DEFINITIONS

#### 1.1.

**1.2. Holder of the rights ("inCentea Core")** means inCentea Core, Lda., a private limited company with the unique identification number of legal person 517271796, with a share capital of € 50,000.00 (fifty thousand euros), with registered office at Rua das Oliveiras, nº 51 A, Marinheiros, 2415-456 Leiria.

**1.3. User** means the natural or legal person who contracts access to the service

**1.4. Update(s)** are all updates, revisions, patches, enhancements, copies, additions or maintenance packages, etc.

**1.5. SaaS Service** means "Software as a Service", in which the Software is not installed on the User's computer(s) but is accessed online in the cloud.

**1.6. Access to the Software** : The Software is accessed by the User via the Internet (any browser)

### 2. OBJECT

**2.1.** inCentea Core hereby grants the User a non-exclusive, non-transferable license to use the Software in accordance with the provisions of this Agreement and the terms of the "User Documentation".

**2.2.** The grant of the license to use does not constitute the sale of the original Software, nor of any version thereof, and inCentea Core reserves all rights not expressly granted to the User.

### 3. AUTHORIZED INSTALLATION

**3.1. The installation and use of the Software may be in one of the following ways:**

- i) Per-user license** – use of the Software by a named user, through his/her credentials, provision of one-time cloud (SaaS) access; and/or
- ii) License per device** – use of the Software by a device, which one or more users can access through their credentials, provision of single cloud access (SaaS); and/or
- iii) Global license** – installation and use of the Software or provision of cloud access (SaaS), by the number of contracted Users.

**3.2.** The User is responsible for ensuring that the application is not installed on compromised devices, a "compromised device" is a device that has been or is infected by *malware* or "hacked", and it is their sole responsibility to take all necessary technical and procedural measures to ensure that this does not happen.

**3.3.** The User may make a copy (Back-up) solely for the purpose of safeguarding it for private use.

#### **4. RESTRICTIONS ON USE AND REPRODUCTION**

- 4.1.** It is expressly forbidden for the User to disclose or distribute to third parties copies of the Software or the written materials accompanying it and the Software may only be used within the scope of the **Authorized Installation**.
- 4.2.** Except as provided for by law, it is expressly forbidden for the User to modify, adapt, translate, disassemble or by any means decode or create derivative works based on the Software.
- 4.3.** The Software and the written materials that accompany it ("User Documentation") are protected by copyright legislation, as well as by Law No. 109/2009, of 15 September, and the User is expressly prohibited from modifying, adapting, translating or creating derivative works based on the written materials.
- 4.4.** The violation of the limitations on the reproduction of the Software and, in general, any infringement of copyright, practiced or encouraged by the non-observance of this contract, entails the legal responsibility of the User, namely the obligation to compensate for all damages resulting from the violation.

#### **5. DURATION**

- 5.1.** The Software is made available to the User, provided that the terms and conditions set forth in this Agreement are observed, namely the obligation to pay the Price:
  - i) for an **indefinite period**, unless the contract is terminated by either party or by; or
  - ii) **monthly**, upon payment of the corresponding monthly fee.
- 5.2.** Either party may terminate this contract, if the other party seriously or repeatedly fails to comply with its obligations, by sending written notice to the defaulting party, calling on it to remedy the breach within 15 days, under penalty of termination of the contract.
- 5.3.** In the event of termination of the contract for any reason, the User must immediately cease all use of the Software and return to inCentea Core, any copies, documentation, manuals and all supporting documentation accompanying the Software.
- 5.4.** In the event of termination of the contract for any reason, the User will be ensured, for a period of 30 days, the possibility of continuing to access the application for mere advisory purposes, being prohibited from handling the content and/or entering new data.
- 5.5.** Failure to pay the Price constitutes cause for termination of the contract and immediate suspension of use of the Software.

#### **6. UPDATES**

- 6.1.** inCentea Core reserves the right to create modified versions of the Software in the future as a guarantee of its timeliness, but is not responsible for the distribution of this Software by registered Users.

- 6.2.** It will be up to the User to request from inCentea Core, the new versions that will be made available to him/her under commercial conditions to be defined and subject to the conditions then in force.

## **7. WARRANTY**

- 7.1.** The Software is provided on an "as is" basis and inCentea Core only warrants that the Software, when used under normal conditions, substantially complies with the "User Documentation" that accompanies and forms an integral part of the Software.
- 7.2.** inCentea Core makes no other warranties or commitments or liability with respect to the use of or results obtained from the use of the Software or "User Documentation".
- 7.3.** All risks associated with the use, results and performance of the Software are borne by the User.
- 7.4.** However, if it is impossible to eliminate the defects, and if the seriousness of these prevents the achievement of the purpose for which the Software is intended, the User has the right to terminate the contract and obtain a refund of the price paid for the product, if he does so within 30 days from the date of delivery stated in the copy of the receipt.
- 7.5.** If the defect is the result of an accident or abusive or inappropriate use, inCentea Core will not be responsible for its replacement or for a refund of the purchase price.

## **8. EXCLUSION AND LIMITATION OF LIABILITY**

- 8.1.** To the extent permitted by applicable law, in no event shall inCentea Core and/or any entity involved in the creation, production or distribution of the Software be liable for any direct or indirect damages, damages caused or loss of profits (including, without limitation, damages resulting from loss of revenue or profits, business interruption, loss of information and the like), arising out of the use or inability to use the Software.
- 8.2.** In no event shall inCentea Core be liable for any loss or damage incurred by the User in the event that the consulting services provided by inCentea Core or a third party to customize the changeable components of the Software result in defective or non-functional changes.
- 8.3.** inCentea Core's liability to You or any other party in connection with any claim of any kind related to this Agreement, whether for breach of contract or warranty, strict liability, negligence, or otherwise, shall be limited to monetary compensation only and shall not exceed the total amount paid for the Software to which the claim relates or the amount paid by You in the last 12 months prior to the incident. in the case of monthly renewal.

## **9. ASSIGNMENT OF THE SOFTWARE**

The Software is assigned solely for the User's use and may not be assigned, in whole or in part, to any third party without the prior written consent of inCentea Core.

## **10. APPLICABLE LAW**

This Agreement is governed by Portuguese law.

## **11. FINAL PROVISIONS**

- 11.1** You acknowledge that you have read, understood and accepted this license to use the Software and agree to be bound by its precise terms and conditions.
- 11.2** The User acknowledges having read, understood and accepted the Software Licenses, Terms and Conditions and other legal instruments that govern the use of the platform on which the Software is made available.