

END-USER LICENSE AGREEMENT (EULA)

IMPORTANT: PLEASE READ THIS END-USER LICENSE AGREEMENT ("AGREEMENT") CAREFULLY BEFORE INSTALLING OR USING THE SOFTWARE. BY INSTALLING, COPYING, OR USING THE SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT INSTALL, COPY, OR USE THE SOFTWARE.

Issue Date: August 13, 2024

Email: support@dirroots.com

Disruptive Roots in a Digital era of connection.

LICENSE GRANT

DiRoots ("Licensor") grants you, the end user ("Licensee"), a non-exclusive, non-transferable, user-based license to use the licensed software ("Software") subject to the following conditions:

- The license is issued on an annual subscription basis and is restricted to individual users.
- The Licensee may install the Software on multiple devices, but simultaneous use on multiple devices by the same account is not permitted. You may install copies of the Software on additional computers, provided that (i) such additional copy of the Software is accessed solely by you; (ii) you access the additional copy solely to perform work while away from your usual work location and solely for your internal business needs; and (iii) the primary and additional copies are not accessed at the same time.
- The Software may be used for personal or internal business purposes.
- If you are an authorized reseller of the Software, you are granted the right to distribute the Software to end users in accordance with the terms of this EULA and any additional reseller agreement entered into with DiRoots. As a reseller, you are responsible for ensuring that each end user agrees to and complies with the terms of this EULA. You may not modify, alter, or create derivative works of the Software, and any unauthorized distribution or modification is strictly prohibited.

RESTRICTIONS

The Licensee agrees to the following restrictions:

- **No Reverse Engineering:** The Licensee shall not reverse engineer, decompile, disassemble, or attempt to discover the source code of the Software.
- **No Modification:** The Licensee shall not modify, adapt, translate, or create derivative works based on the Software.
- **No Distribution:** The Licensee may not rent, lease, lend, sell, redistribute, or sublicense the Software. The Software is licensed solely for use by the Licensee.

UPDATES AND SUPPORT

The Licensee agrees to the following restrictions:

- **Software Updates:** The Licensee is entitled to receive Software updates, patches, and upgrades released during the subscription period at no additional cost.
- **Support:** Basic email support for issues related to bugs and technical problems is included with the Software. Extended support and maintenance services may be available under a separate agreement.

OWNERSHIP AND INTELLECTUAL PROPERTY

The Licensee agrees to the following restrictions:

- **Ownership:** The Software is licensed, not sold. DiRoots retains all rights, title, and interest, including all intellectual property rights, in and to the Software.
- **Third-Party Components:** If applicable, any third-party components included in the Software are subject to their respective licenses, which the Licensee must comply with.

TERMINATION

The Licensee agrees to the following restrictions: The Licensee agrees to the following restrictions:

Disruptive Roots in a Digital era of connection.

- **Termination by DiRoots:** DiRoots may terminate this Agreement immediately if the Licensee fails to comply with any terms of this Agreement or upon failure to renew the subscription.
- **Termination by Licensee:** The Licensee may terminate this Agreement by discontinuing use of the Software and providing written notice to DiRoots at least 15 days prior to the renewal date.
- **Effect of Termination:** Upon termination, the Licensee must cease all use of the Software and destroy all copies in their possession or control.

DISCLAIMER OF WARRANTIES

- The Software is provided "as is" without any warranties, express or implied. DiRoots disclaims all warranties, including but not limited to implied warranties of merchantability, fitness for a particular purpose, and non-infringement.
- DiRoots shall not be liable for any damages, including but not limited to data loss, business interruption, or other consequential damages arising from the use or inability to use the Software.

GOVERNING LAW AND JURISDICTION

- **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of Portugal.
- **Jurisdiction:** Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of Portugal.

COMPLIANCE AND EXPORT CONTROLS

- **Export Controls:** The Licensee agrees not to export or re-export the Software to any countries or individuals that are subject to export restrictions under applicable laws.

MISCELLANEOUS

- **Entire Agreement:** This Agreement constitutes the entire understanding between the parties regarding the use of the Software and supersedes all prior agreements or understandings, whether written or oral.
- **Amendments:** DiRoots reserves the right to modify or update this End-User License Agreement ("EULA") at any time. Any changes will be effective immediately upon posting the revised EULA on our website or within the Software. Your continued use of the Software following the posting of any changes constitutes your acceptance of the new terms. We recommend that you review this EULA periodically to stay informed of any updates.
- **Severability:** If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.