



ELO
sistemas
de informação

PRODUCT USE LICENSE AGREEMENT

ELO SI



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IMPORTANT: BEFORE INSTALLING AND USING THE PROGRAM, CAREFULLY READ THIS AGREEMENT.

It may, with ELO SI, request clarifications and information deemed necessary for the proper and effective understanding of this contract.

Installing, copying, or otherwise using this program indicates that the End Customer has read this agreement, agrees to its terms and accepts it. If the End Customer does not agree with the terms of the same, he will not be able to use the software product and must immediately uninstall it and cease its use. By accepting the terms of this contract, ELO SI assumes that all necessary consents and authorizations have been provided.

GLOSSARY

Final client: Entity, legal or natural person, identified by its name and its Tax Identification Number, which, through a purchase, acquires the right to use one or more products or services of ELO SISTEMAS DE INFORMAÇÃO, LIMITADA. (ELO SI). Each End Customer corresponds to a TIN and a License.

User: a person who somehow belongs to the ELO SI ecosystem, uses one or more ELO SI products and, as such, is registered in the systems administration modules; A person who does not have access to ELO SI products is an employee of the company and as such has access to the ELO SI Customer Portal.

By subscribing to the services provided by ELO SI, Users can communicate with each other as members of the same organization or as members of a wider community of Users. In any case, communication will only be possible after prior authorization from the system administrator or any person duly authorized by him for this purpose. If the system administrator acts on behalf of a legal person, ELO SI assumes that he has powers to represent and bind the legal person in question.

As examples, so be previously allowed by the system administrator:

a) End Customer may share contact data (address, telephones, emails, names of persons responsible, etc.) with its customers or suppliers who are also users of ELO SI solutions, to facilitate the registration and updating of this data by these entities.



b) User, with their consent, may share their photo or other information on their profile with other Users registered on the ELO SI Customer Portal - to humanize the relationship between people.

c) End Customer may, if he so authorizes, anonymously share data relating to the development of his business to also be able to access information on the development of economic activity in his sector.

The End Customer is responsible for the veracity of the data communicated to ELO SI and undertakes to immediately communicate any changes to them.

IN CASE ANY END CUSTOMER OR USER SHALL SHARE DATA RELATING TO WHICH THEY HAVE NOT GIVEN PRIOR SHARING AUTHORIZATION. IN COUNTERPART, SERVICES ARE AVAILABLE ONLY IN A MUTUAL SHARING SYSTEM (if information of a certain type is not offered, you will not be entitled to receive information of the same type either).

License: Set of information, in digital format, integrated and managed by the ELO SI software, which allow the use of the product(s) by one, and only one, End Customer, regardless of the physical space(s) (s) in which the company operates. Without the License data, ELO SI products work in a limited way.

On-premises licensing: Type of software license that grants the End Customer the right to use the full software, in the purchased version, for an indefinite period. Under this license, the customer installs the software on their systems.

Subscription Licensing: Type of software license that grants the End Customer the right to use the software in full, for the period corresponding to the subscription purchased. If the subscription is not renewed by the End Customer, the product will no longer register new information, the End Customer retaining the right to access the information for an indefinite period, exclusively in read mode. Under this license, the customer installs the software on their systems.

Partner: Company certified by ELO SI and authorized to represent ELO SI products to the End Customer.

Peripheral: Equipment, with or without processing capacity, from which one or more ELO SI products can be accessed, whether they are installed locally or remotely. They are typical



examples, in addition to the normal desktop computers, PDAs, Cell Phones, Tablets, PCs, among others that exist or that will exist.

Guaranteed license: Agreement entered between ELO SI and the End Customer, which guarantees the latter access to all updated versions of the products purchased. This agreement is mandatory for products that operate under on premises licensing.

The End Customer accepts that he understands the scope of all the expressions used, including the words or expressions written in English and the technical terms used, and cannot invoke a lack of understanding about them, in particular to invoke a deficient formation of their will when celebrating this LICENSE Agreement.

ATTENTION: THIS AGREEMENT IS A LICENSE AND DOES NOT CONSTITUTE A SALE. THIS PRODUCT IS PROVIDED UNDER THE FOLLOWING AGREEMENT, WHICH SETS OUT THE TERMS UNDER WHICH THE END CUSTOMER MAY USE THE ELO SI SOFTWARE AND CONTAINS LIMITATIONS REGARDING THE MANUFACTURER'S WARRANTY AND/OR LIABILITY.

THIS LICENSE IS GRANTED BY YOU.

LICENSE

ELO SI provides the End Customer with the right to use the programs produced and distributed by the most appropriate means at any given time, according to the type of License acquired by the End Customer and according to which he will have access to one or more sets of functionalities processed by the programs. All documentation produced by ELO SI is made available in digital format. When purchasing ELO SI products, the End Customer has access to a License. The programs must be used in accordance with the terms set forth herein.

Intellectual property rights and all other rights relating to the software are the exclusive property of ELO SI and its technology providers, and there is no transfer of these rights in favor of the End Customer. The manuals, help texts, user support contents, technical documentation and any material made available, whatever the format, under the use of the software are also the exclusive property of ELO SI, maintaining ELO SI all intellectual property rights relating thereto, and there is no transfer of such rights to the End Customer. The End Customer must reproduce all notices, including copyright notices, existing in the product, in all documents it creates that in any way cite the product, in the manuals, in the Help texts, in the contents supporting the use, in the technical documentation or in any material made



available under the use of the software. Any act or omission in breach of the provisions herein, without prior and express written authorization from ELO SI, constitutes a violation of ELO SI's copyright and intellectual property, without prejudice to the provisions of Section B, point 4.

Depending on their typology, purpose, objective, market, marketing policy (...), ELO SI programs/products will have associated and will require licensing by station or licensing by user.

It is incumbent upon the End Customer, at the time of acquiring the User License for each program/product, to inquire from ELO SI or its associated Partner about the type of licensing required for the program/product/service whose license is to be contracted, requesting all the clarifications it deems necessary until that moment.

Once the User License has been acquired, it is assumed that the End Customer knows and accepts the type of licensing associated and required with respect to the program/product/service whose license it has acquired.

A. DATA ACCESS

Under the terms of this contract, the End Customer agrees to connect its systems to ELO SI servers for the exclusive purpose of authenticating logins, for the purpose of accessing content and services provided via the internet. Validation of the license in use for the purposes of automatic upgrade of the solutions, online access to Help texts, communication between the End Customer and the Manufacturer and/or the ELO SI Partner, are examples in which the authentication of the entity requesting the access to ELO SI's technological infrastructure is required.

Under no circumstances does ELO SI transmit any type of information of a personal nature or related to the business or business activity developed by it without the authorization of the End Customer. Under no circumstances, not authorized by the End Customer, does ELO SI incorporate, in its information systems, personal data that may be included in the End Customer's files.

Within the scope of the Support and/or technical assistance services requested by the End Customer and provided by ELO SI, the End Customer consents and expressly authorizes access to the information and data contained in the Database provided for analysis. The End Customer also accepts that, in this context, ELO SI may have access to data and personal information contained in files whose treatment is the responsibility of the End Customer and



that such access may occur within the scope of the use of the software and the provision of the services provided. in this contract. This access may occur within the scope of the intervention of an ELO SI technician traveling to the End Customer, within the scope of data processing and accommodation following the use of the software and/or within the scope of the services provided in terms of technical support,

B. THE END CUSTOMER IS AUTHORIZED TO:

1. In case the User License acquired concerns products whose licensing is carried out by station; the End Customer is authorized to:

1.1 install and/or use the program on several peripherals less than or equal to the number of peripherals referenced in the User License. To counting the number of peripherals, those connected to a network (Ethernet for example), those that are totally disconnected from other systems, but that have the software installed, those that use the software remotely and as such do not, are considered equally. need to have the software installed (use Microsoft Terminal Server or similar products).

1.2 install the programs in any physical space, even if different from the one in which the License was registered, if on peripherals belonging to the End Customer or to the companies worked by the same as a result of the multi-company functionality available and explained in point 3 (three). This category includes the use of portable systems.

2. In case the User License acquired concerns products licensed by user, the End Customer is authorized to:

2.1 Use the program for several users less than or equal to the number of users referred to in the respective User License. For the purposes of counting the number of users, all users with the possibility of accessing the software are considered, regardless of the peripherals from which access can be carried out. In case the License is installed in two or more different locations, the sum of the distinct logins registered and active in all locations cannot be greater than the number of logins acquired by End Customer for each of the modules.

2.2 Install the programs in any physical space, even if different from the one in which the License was registered, if on peripherals belonging to the End Customer. The license cannot be installed on peripherals belonging to entities with a different tax identification number (TIN) from the End Customer, even if this entity is one of those that are part of the multi-company use that End Customer intends to register in the system. In other words, the



company that acquired the right to use the software may process data from one or more companies belonging to its corporate group, in accordance with point 3, however, installation of the License on any peripheral is not allowed. that does not belong to the TIN of the End Customer company.

3. Use the software for more than one company (multi-company functionality), for more than one company, within the limit of companies provided for in the licensing of each product.
4. Make copies of the documentation made available by any means to the users of the product, or use it for other purposes, if ELO SI has authorized it in writing.
5. Make a single backup copy of the software provided for archival purposes only.

C. THE END CUSTOMER IS NOT AUTHORIZED TO:

1. Copy the file with the licensing data and disclose this data under any conditions. Licensing data must be handled in accordance with the specific requirements of information that is exclusive to the End Customer company.
2. Transfer, sell, lend, exchange, donate, auction, or rent to third parties the use of the product.
3. Transfer any version, even outdated versions of the software, to another End Customer, under any conditions.
4. Use the software in any situation that violates copyright. This includes making copies (other than backup), translating, reproducing, modifying, reverse engineering, decompiling, or disassembling the software, making products derived from the software or any other method of decoding, except and only to the extent that such activity is permitted applicable law, notwithstanding this limitation.
5. Grant, by any means, a peripheral capable of accessing the product, for use by another company/taxpayer.
6. Commercialize the use of the software.
7. Use the program outside the conditions set out in section B.
8. Use a version older than any installed version.



D. NOTIFICATIONS

The End Customer expressly consents to the notifications to be made by ELO SI within the scope of this contract to be made by email, using the email addresses that are in the possession of ELO SI and that have been provided by the End Customer. The End Customer also undertakes, being its sole responsibility, to keep up to date their email contacts with ELO SI. It is also the End Customer's responsibility to ensure that it has the necessary conditions to receive electronic communications.

E. TERM

This License for the Use of the ELO SI software is limited or unlimited in temporal terms, depending on the purchase option made by the End Customer (on premises or subscription).

F. TERMINATION AND CANCELLATION

Without prejudice to any other rights, ELO SI may immediately terminate the End Customer's rights under this contract if it does not comply with any of its terms or conditions. Any behavior, action, or omission on the part of the End Customer and/or User that violates this User License Agreement entitles ELO SI to cancel the license automatically and without the need for any notification or communication, with no refund of the amount paid by the End Customer. In the event of termination of this agreement, or cancellation of the license, the End Customer must, within a maximum period of thirty days after its termination, uninstall the product, which is considered sufficient time for them to find an alternative solution to the current one.

G. WARRANTY

ELO SI guarantees the correction of any anomalies detected in the software, within reasonable deadlines, and stipulated by its internal quality processes and which are a function of the severity level of each situation, acting in accordance with the practices generally



adopted in the sector. Without prejudice to the commitment to speed the correction of anomalies, such correction may be carried out within the scope of Software updates (in the release of new releases or versions of the Software) in accordance with the roadmap of new versions that is defined, in each currently, by ELO SI.

ELO SI reserves the right to discontinue versions of its programs. It is considered that a version has been discontinued and that it is out of date when ELO SI starts marketing a new version, that is, when the new version is available for sale on the market. For example, when ELO SI starts marketing nG.Up, all previous version nG are officially and for all purposes discontinued/outdated from that moment and without the need for any communication/notification between the parties, being this communication is made on the ELO SI Customer Portal.

The correction of anomalies on versions that are less than eighteen months old is guaranteed, at no cost to the End Customer. For versions that have been out of date for more than eighteen months and less than twenty-four months from the date of discontinuation of the product version, the correction of anomalies may incur costs for the End Customer. For versions that are more than twenty-four months out of date, ELO SI does not guarantee the correction of any and all anomalies that may be detected in them. In the case of discontinued/outdated versions for more than eighteen months, regarding the correction of anomalies, the End Customer must verify which maintenance policy is applicable at the time he intends to use the corrections.

ELO SI cannot be held liable for any warranty provided that has not been expressly provided by it, excluding liability for warranty granted by third parties.

H. LIMITATION OF WARRANTY AND LIABILITY

Except for the express warranty set forth above, the product is provided "as is" without any other warranties, express or implied, including but not limited to quality warranties for resale, merchantability or fitness for a particular purpose, or, resulting from laws, statutes, business practices or agreements. the product is not designed to satisfy the particular or specific needs of the end customer, but to fulfill general purposes. The end customer is solely responsible for the results and performance of the product. The product is intended to be used by professionals, who, under their own responsibility, interpret the results, calculations and data resulting from the use of the software, ELO SI cannot be held responsible for damages of any nature arising from the use or non-use of the product. If the customer synchronizes ELO SI



products with information and data processed and stored by other products or applications, ELO SI cannot be held responsible for possible data synchronization failures and their consequences. As part of the provision of licensing and the provision of maintenance and technical support services, ELO SI cannot be held responsible for any changes or loss of data that may occur in the information systems of end customers or for any damage arising therefrom. If the customer synchronizes ELO SI products with information and data processed and stored by other products or applications, ELO SI cannot be held responsible for possible data synchronization failures and their consequences. As part of the provision of licensing and the provision of maintenance and technical support services, ELO SI cannot be held responsible for any changes or loss of data that may occur in the information systems of end customers or for any damage arising therefrom. If the customer synchronizes ELO SI products with information and data processed and stored by other products or applications, ELO SI cannot be held responsible for possible data synchronization failures and their consequences. As part of the provision of licensing and the provision of maintenance and technical support services, ELO SI cannot be held responsible for any changes or loss of data that may occur in the information systems of end customers or for any damage arising therefrom.

Under no circumstances shall ELO SI and its partners be liable to the end customer or any other individual or legal person for any accidental, special, consequential damage or any other indirect damage, including, but not limited to, lost profits, loss or destruction of data or other economic or commercial damages, even if ELO SI and/or its partners have been notified of the possibility of such damages, or that their occurrence is foreseeable. Under no circumstances will ELO SI be liable for claims made by third parties.

The total liability of ELO SI and its partners towards the end customer, whether contractual, non-contractual or otherwise, will not exceed the amount that the end customer paid for the product and/or the financial benefits offered by ELO SI under your commitment to quality. In no case shall ELO SI's liability arising from or related to this contract exceed the limits referred to herein. The limitations of liability contained in this paragraph shall apply even if the breach or alleged breach constitutes a breach of a fundamental condition or term or constitutes a serious breach of the terms of this contract.

I. AFTER-SALES ASSISTANCE FOR THE SOFTWARE

ELO SI products have standard product characteristics and, as such, their adaptability or configuration is the result of the technology used by ELO SI.



ELO SI ADVISES THE END CUSTOMER TO WATCH A DEMONSTRATION OF THE PRODUCT BEFORE DECIDING TO PURCHASE IT. IN THIS WAY THE END CUSTOMER WILL GUARANTEE THAT THE PRODUCT MEETS THE REQUIREMENTS REQUIRED BY IT.

ELO SI advises the End Customer to purchase its products from duly accredited Partners and, preferably, with an institutional presence in the country where the solutions will be installed and mostly used. Not being essential, the physical proximity of certified technicians to the customer's facilities is still an important variable for the final quality of the technical assistance provided to the End Customer.

The End Customer must agree on a service model with ELO SI or a Partner in order to guarantee the training of users, the resolution of any problems and information about new products and releases made available by ELO SI. If the product is sold directly by ELO SI and the End Customer has chosen to purchase it directly from the manufacturer, it is up to the same to guarantee technical assistance for its use.

J. Guaranteed License - Termination

By purchasing ELO SI products with on premises licensing, the End Customer formally accepts the adherence to the Guaranteed License agreement, a service provided by the manufacturer that aims to guarantee all End Customers access to the latest versions of the software. In case of termination of the service, namely due to non-payment, ELO SI and/or the Partner, if they wish, may withdraw from the commitments assumed under the Guaranteed License and the commercial relationship established until then with the End Customer.

K. EFFECT OF THE LAW

If any provision of this Agreement is declared invalid, illegal, or unenforceable by a Court of competent jurisdiction, the remaining provisions will still remain in full force and effect.

L. COMPETENT COURT

For the resolution of all disputes arising from the interpretation or execution of this contract, the court closest to the headquarters of ELO SI will be competent, expressly waiving any other.



M. GENERAL PROVISIONS

The license delivered with the product must be considered an integral part of the product and as such must be handled with due care so that it is not copied and passed on to other unauthorized End Customers. The use of the programs by any unauthorized entity, which for this purpose has had access to the License through an authorized End Customer, will imply, for the former, the application of the law taken to the limits and, for the latter, clarification on the granting of the License the other entity.

This Agreement constitutes the entire understanding between ELO SI, its Partners, and the End Customer. It supersedes any other agreements or discussions, oral or written.