

## END-USER LICENSE AGREEMENT

Effective date: February 21, 2019

This Agreement is made and entered into by and between the **AHAU SOFTWARE, UNIPessoal LDA**, with offices at Avenida Dom Joao III, 33, Ponta Delgada, 9500-789, Portugal (hereinafter referred to as "LICENSOR") and the end-user (hereinafter referred to as "LICENSEE").

WHEREAS, LICENSEE wishes to license software for the purpose of solely for Recipient's own lawful use and LICENSOR desires to license this software to LICENSEE.

NOW THEREFORE, the parties hereto agree as follows:

### 1. GRANT OF LICENSE

Subject to the terms and conditions of the Agreement, LICENSOR grants to LICENSEE a non-exclusive, non-transferable license to use the software identified in Exhibit A and Exhibit B (hereinafter referred to as "Licensed Programs" or "SOFTWARE") for the purpose of solely for Recipient's own lawful use. LICENSEE may use the Licensed Programs in executable format for its own use, and may translate or modify the licensed programs or incorporate them into other software. LICENSEE may not, however, transfer or sublicense the Licensed Programs to any third party, in whole or in part, in any form, whether modified or unmodified.

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### 2. CONSIDERATION TO LICENSOR

- LICENSEE shall pay for every next period, the license fees and period set forth in Exhibit A or Exhibit B.
- LICENSEE may choose any Licensed Programs in Exhibit A or Exhibit B.
- License fees do not include any shipping, duties, bank fees, sales, use, excise or similar taxes due. If LICENSOR is required to pay any such amounts, LICENSEE shall reimburse LICENSOR in full.
- LICENSEE may use Licensed Programs for free for a trial period of 14 days.

### **3. OWNERSHIP**

The original and any copies of the Licensed Programs, made by LICENSEE, including translations, compilations, partial copies, modifications, and updates, are the property of LICENSOR or its suppliers.

All title and intellectual property rights in and to the content, which may be accessed through use of the software license, is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties.

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LICENSEE recognizes that LICENSOR regards the Licensed Programs as its proprietary information and as confidential trade secrets of great value. Licensee agrees not to provide or to otherwise make available in any form the Licensed Programs, or any portion thereof, to any person other than employees of LICENSEE without the prior written consent of LICENSOR. LICENSEE further agrees to treat the Licensed Programs with at least the same degree of care with which LICENSEE treats its own confidential information and in no event with less care than is reasonably required to protect the confidentiality of the Licensed Programs.

### **5. TERM**

The license granted hereunder shall continue during a period in Exhibit A or Exhibit B, until terminated pursuant to Section 6 hereof and subject to Licensee's proper performance of its obligations hereunder.

### **6. TERMINATION**

LICENSOR may terminate this Agreement if LICENSEE is in default of any of the terms and conditions of this Agreement and fails to correct such default within ten (10) days after email notice thereof from LICENSOR.

### **7. MAINTENANCE SUPPORT**

LICENSOR will provide to LICENSEE the following support with respect to the Software:

If LICENSEE notifies LICENSOR of a substantial program error respecting Licensed Programs, or LICENSOR has reason to believe that error exists in Licensed Programs and so notifies LICENSEE, LICENSOR shall at its expense verify and attempt to correct such error within thirty (30) working days after the date of notification. If LICENSEE is not satisfied with the correction,

then LICENSEE may terminate this Agreement, but without refund of any amount paid to LICENSOR or release of any amounts due LICENSOR at the time of termination.

In the case that LICENSEE has technical questions in the use of the Software Licensee may submit those questions to LICENSOR via [ticket system](#) or e-mail ([support@easyprojectsaddin.com](mailto:support@easyprojectsaddin.com)). LICENSOR shall provide consulting to answer such questions without charge to Licensee up to a maximum of seven (7) working days for each licensed program.

LICENSOR can restrict provide to LICENSEE the technical support in accordance with conditions for Licensed Programs in EXHIBIT A or EXHIBIT B.

## **8. PROVISION OF SOFTWARE**

### **SYSTEM REQUIREMENTS**

The system requirements that are required for the trouble-free use of the SOFTWARE at LICENSEE's facilities are described on the Ahau Software website. LICENSEE bears the sole responsibility for meeting these system requirements. LICENSOR expressly advises LICENSEE that it is not possible to check and test the Software for its compatibility with and operability in all system environments that may be used. LICENSOR does not warrant the future operability of the Software, e.g., following a hardware or operating system change at LICENSEE's facilities.

- QuickBooks for PC 2010 or later
- Easy Projects 9 or later

### **SOFTWARE UPDATES**

SOFTWARE updates can be applied manually. A software update may make the software unusable for the LICENSEE or requires further update in other infrastructure components (e.g. Microsoft Outlook, Easy Projects).

### **SOFTWARE AS AN ADD-IN OR PLUGIN**

The SOFTWARE will be embedded in LICENSEE's software as an add-in or plug-in. Due to this close technical integration and interdependencies with other programs of LICENSEE, LICENSOR does not warrant the future operability, interoperability and compatibility of the Software in the event of a release change in Licensee's software environment.

## **9. DELIVERY OF LICENSED PROGRAMS**

LICENSOR shall use its best efforts to deliver the Licensed Programs promptly after receipt of the purchase order and export license.

## 10. DATA PROTECTION

### **BUSINESS AND TRADE SECRETS**

LICENSEE agrees to treat any business and trade secrets of LICENSOR and any other business information of an obviously confidential nature that are disclosed to LICENSEE or of which it may become aware in any other manner in strict confidence.

### **PERSONAL DATA**

LICENSOR will store and process personal data of LICENSEE (name and email address, company name and address, phone numbers, tax identifier) only to the extent required for processing and performing the Agreement or to the extent that LICENSEE has granted its consent to the processing of its data.

### **BUSINESS DATA**

Confidential business data of the LICENSEE will NOT stored, will **NOT analyze the content of the data or forward it to external parties.**

### **EASY PROJECTS CREDENTIALS**

The Software will be local store and use your Easy Projects credentials only for connect with Easy Projects server, ONLY if LICENSEE use username / password authentication method instead of SSO (oAuth authorization).

### **SSL ENCRYPTION**

We do protect all connections with SSL. With active SSL encryption the data you have transmitted to us cannot be accessed by third parties.

## 11. WARRANTY DISCLAIMER

LICENSOR licenses, and Licensee accepts, the licensed programs "AS IS." LICENSOR PROVIDES NO WARRANTIES AS TO THE FUNCTION OR USE OF THE LICENSED PROGRAMS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE LICENSED PROGRAM IS WITH LICENSEE. LICENSOR DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE LICENSED PROGRAMS WILL MEET LICENSEE'S REQUIREMENTS OR THAT THE OPERATION OF THE LICENSED PROGRAMS WILL BE UNINTERRUPTED OR ERROR FREE.

## 12. PATENT AND COPYRIGHT INDEMNITY

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### 13. **LIMITATION OF LIABILITY**

LICENSOR'S LIABILITY TO LICENSEE UNDER ANY PROVISIONS OF THIS AGREEMENT FOR DAMAGES FINALLY AWARDED SHALL BE LIMITED TO THE AMOUNTS ACTUALLY PAID HEREUNDER BY LICENSEE TO LICENSOR. IN NO EVENT SHALL LICENSOR BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF USE, LOSS OF PROFITS OR INTERRUPTION OF BUSINESS, HOWEVER CAUSED OR ON ANY THEORY OF LIABILITY.

### 14. **NOTICES**

All notices in connection with this Agreement shall be in writing and may be given by mail or personally delivered at the address set forth on the front page. For purposes of this Agreement, a notice shall be deemed effective upon personal delivery to the party or if by mail.

### 15. **SUCCESSORS**

This Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective representatives, successors and assigns except as otherwise provided herein.

### 16. **SEVERABILITY**

In the event any provision of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement shall remain in force as if such provision were not a part.

### 17. **GOVERNING LAW/FORUM**

This Agreement shall be governed and interpreted by the laws of Portuguese Republic. Portuguese Republic shall be the appropriate venue and jurisdiction for the resolution of any disputes hereunder. Both parties hereby consent to such personal and exclusive jurisdiction.

### 18. **NON-ASSIGNMENT**

This Agreement and the licenses granted by it may not be assigned, sublicensed, or otherwise transferred by Licensee without the prior written consent of LICENSOR.

### 19. **TRADEMARKS**

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## 20. **ENTIRE AGREEMENT**

This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof, and merges and supersedes all prior agreements, discussions and understandings, express or implied, concerning such matters. This Agreement shall take precedence over any additional or conflicting terms which may be contained in LICENSEE 's purchase order or LICENSOR 's order acknowledgment forms.

IN WITNESS WHEREOF, the parties have caused this Agreement when LICENSEE start used Licensed Programs form Exhibit A or Exhibit B.

## EXHIBIT A

### LICENSED PROGRAMS

### Easy Projects QuickBooks App for Desktop – Group

This license includes access for software updates and support during all time of terms.

### MAX USERS

7

The number of your Easy Projects licensed users.

### PRICE

\$374.40 USD / \$39.00 USD

Can be changed according to the prices.

### TERMS

YEARLY / MONTHLY

The Product, including the Software and any accompanying Documentation, are copyrighted and protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties.

## EXHIBIT B

### LICENSED PROGRAMS

### Easy Projects QuickBooks App for Desktop – Company

This license includes access for software updates and support during all time of terms.

#### MAX USERS

30

The number of your Easy Projects licensed users.

#### PRICE

\$ 950.40 USD / \$99.00 USD

Can be changed according to the prices.

#### TERMS

YEARLY / MONTHLY

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## EXHIBIT C

### LICENSED PROGRAMS

### Easy Projects QuickBooks App for Desktop – Enterprise

This license includes access for software updates and support during all time of terms.

#### MAX USERS

Unlimited

The number of your Easy Projects licensed users.

#### PRICE

Personal Quote

Can be changed according to the prices.

#### TERMS

YEARLY / MONTHLY

The Product, including the Software and any accompanying Documentation, are copyrighted and protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties.