



EULA 1.1.0/2024/EN

END-USER LICENSE AGREEMENT

TLCD96 | tlcd96@outlook.pt

EULA

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“Cloud Products” means TLCD96 Software hosted in the cloud.

“Data Functions” – Some functions included at the Software to obtain information and data from the servers where the Software is installed regarding its usage. The Licensee may freely disconnect the Data Functions at any moment.

“Embedded Software” means any third party software which may contain Accessible Code, Protected Code or Media licensed by Licensor from a third party and embedded in the Software.

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“User License” means a license granted under this EULA to the Licensee to permit an Authorized User to use the Software. The number of User Licenses granted to the Licensee depends on the Fees paid by the Licensee.

“TLCD96” means Tiago Leonardo Costa Dias from 96 – Web Developer.

“Queue” Refers to the normal queue of service, if an Authorized User requests a service while another is being made, the Authorized User will wait till the service is done. Being it made digitally or physically.

“Priority Queue” Refers to the Premium queue that is paid as a Premium service, using the normal products and bypassing the other users in the normal **“Queue”**. This Queue as the name indicates is for products that need to be made quickly and since the nature of the project involves **“Extra Hours”**.

“Extra Hours” Refers to hours past 18:00 and before 09:00, these being reserved hours to the rest of the **“First Party”**, and refers to hours passing the agreed time in the service.

“Licensor” or **“First Party”** Refers to Tiago Leonardo Costa Dias.

“Licensee” or **“Second Party”** Refers to the **“Client”** or **“Authorized User”**.

“Extended Service” Refers to a fee for time that exceeds the project time due to Design changes, or any kind of compilations caused by the Second Party.

END-USER LICENSE AGREEMENT

2. GRANT OF LICENSE

The Software is licensed, not sold. Upon Licensee's acceptance of this EULA, Licensor grants the Licensee the non-exclusive and a non-transferable right to use the Software subject to the following conditions:

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Unless otherwise specified in your Order, for each Software license that you purchase, you may install one (1) production instance of the Software on systems owned or operated by you or one of your Authorized Users. We may also make available "developer" licenses free of charge for certain of our Software offerings to allow you to deploy non-production instances, such as for staging or QA purposes. To request a non-production licenses please open a ticket on Service Desk.

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The Licensee is permitted to copy the Software for data protection, archiving and backup purposes only and for no other purpose.



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Except as otherwise agreed in writing by Licensor, the Licensee must only install the Software and make the Software available for use on hardware systems owned, leased or controlled by the Licensee.

2.3.4 Protection Mechanisms

The Software includes license protection mechanisms that are designed to manage and protect the intellectual property rights of Licensor and its third party suppliers. Licensee must not modify, alter, attempt to defeat or defeat such protection mechanisms or the use

rules that the protection mechanisms are designed to enforce. Any such violation by the Licensee will result in the immediate termination of the License.

2.3.5 Data Functions

The Software contains some functions created to obtain data regarding the server and usage of the Software that will be sent to Licensor, and that data will be used only for Licensor internal purposes to improve and develop the Software capacities and performance.

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If Licensor permits the Licensee to install the Software or make the Software available for use on hardware systems not owned, leased or controlled by the Licensee ("Non-controlled Systems"), the Licensee will ensure the terms of this EULA are complied by users of such Non-controlled Systems and the Licensee will indemnify Licensor for all costs, damages and loss it suffers arising from such installation or use of the Software on Non-controlled Systems.

3. FEES

The Licensee must pay all Fees by their due date notified to Licensee and in the manner directed at the time of Purchase of the User License. Failure to pay the Fees by the due date will result in the immediate termination of the Licenses granted under this EULA.

3.1 QUEUES

The **“Queues”** are used as a way to organize work made by the First Party, in any shape or form they are made for the detriment of the Client or service provided by the First Party.

The **“Priority Queue”**, as the name suggests, is for services with an urgent nature and high priority, and may not be provided if the service is not deemed to be an urgent or high-priority project. In the case of the project not being a high-priority project, the price is as stipulated in the contract, and the Priority Queue price is not given, nor as a sub-service nor as an adjudication.

3.2 HOURS

“Extra Hours” are classified as extra time that the project will take. The client is not required to pay for extra time if the service does not need extra time. On the occasion of the project being on the **Priority Queue**, the project is required to have extra hours in the contract and even if they are not fully used, when the service is done, there isn't any kind of retribution for the extra hours. Only on the occasions of **“Priority Queue”** and **“Extended Service”**, the client is required to pay for extra hours.

3.3 EXTENDED HOURS

The Second Party acknowledges that this extended service may be paid after the Main Service is paid, to proceed with the service. The Second Party acknowledges also that any complications and the refusal to accept this extra service may put the Second Party Service “On-Hold” or it being “deployed” without the service being complete. Any service can be subject to Extended Hours, being it a digital service or a physical service.

3.3.1 deployed and On-hold services

In the case of the service being “deployed” or put “On-Hold” without the service being complete, the Second Party acknowledges that the First Party won't indemnify or won't process a refund, due to the refusal of the Second Party to accept the extended hours clause.

3.3.2 Priority Queue Services

“Priority Queue Services” are also subject to the Extended Hours clause, from the terms of 3.3 to, but including, 3.3.1.

Being this kind of service does not make the service immutable or invulnerable, to this clause, nor can take away the ruling that any service can have Extended Hours.

4. MAINTENANCE AND SUPPORT

4.1 ADDITIONAL SOFTWARE AND SERVICES

This EULA applies to updates, supplements, add-on components, or Internet-based services components, of the Software (“Supplementary Software”) that Licensor may provide to the Licensee or make available to the Licensee after the date the Licensee obtains its initial copy of the Software, unless Licensor provides other terms along with any Supplementary Software. Licensor reserves the right to discontinue any Internet-based services provided to the Licensee or made available to the Licensee through the use of the Software.

4.2 SUPPORT SERVICES

The licensor may offer support services, and such services may be subject to the payment of additional fees. Any such support services will be the subject of a separate agreement available here.

4.3 AGREED SUPPORT SERVICE

The licensor may offer support services included in each service he provides. This principally applies to digital services, but in the case of physical services, this clause may apply if the contract to make the service stipulates that the service includes some kind of **“warranty”** or a **“follow-up”** service.



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9. TERMINATION

9.1

Without prejudice to any other rights and in addition to any other termination rights in this EULA, TLCD96 may terminate with immediate effect this EULA, through a written notification sent to the Licensee, if

(a) the Licensee fails to comply with the terms and conditions of this EULA and does not amend that breach within fifteen (15) days from the date the Licensee receives from the Licensor the notification of said breach; or b) Licensee suspends, or threatens to suspend, payment of its debts or is unable to pay (its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts; or (c) Licensee commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors; or (d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of Licensee (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of Licensee with one or more other companies or the solvent reconstruction of Licensee; or (e) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over Licensee (being a company); or (f) the holder of a qualifying floating charge over the assets of Licensee (being a company) has become entitled to appoint or has appointed an administrative receiver; or (g) a person becomes entitled to appoint a receiver over the assets of Licensee or a receiver is appointed over the assets of Licensee; or (h) a creditor or encumbrancer of Licensee attaches or Licensee takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of Licensee's assets and such attachment or process is not discharged within 14 days; or (i) Licensee suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

9.2

Immediately upon termination of a license granted under this EULA, the Licensee must at its own cost:

(a) cease permitting access to and procure that all Authorized Users immediately cease all use of the Software; and (b) remove all copies of the Software from its computer systems or any Uncontrolled Systems; and (c) provide TLCD96 with written certification that it has destroyed all copies of the Software including but not limited to all Accessible Code in its possession, custody or control.

9.3

Upon at least 30 days notice, Licensor reserves the right to terminate any Internet-based services provided to the Licensee or made available to the Licensee through the use of the Software.

9.4

Each Party can terminate this EULA and associated Licenses for convenience by giving the other party 90 days prior written notice to the end of the then current Term, but Licensee will have no right to recover any amount already paid to Licensor.

10. INDEMNIFICATION

10.1 INDEMNIFICATION BY LICENSOR

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Licensee acknowledges that Licensor's Cloud Products are hosted by third-parties, and that the availability of those Cloud Products is subject to a third party's Service Level Agreement.

11.1.1 Local Products Disclaimer of Warranties

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The Licensee may have remedies against Licensor imposed by law or statute that cannot be excluded by Licensor and its third party suppliers. To the extent the Licensee has such legal remedies against Licensor or its third party suppliers then to the fullest extent permitted by law Licensor and its third party suppliers' liability are limited (a) at Licensor's option, to: (i) in the case of the Software: 1) repairing or replacing the Software; or 2) the cost of such repair or replacement; and (ii) in the case of Maintenance; 1) resupply of the Maintenance; or 2) the cost of having the Maintenance supplied again; or (b) if the limitation is not applicable, then Licensor's maximum liability shall be equal to two times the amount actually paid by the Licensee for the Software.

12. LIMITATION OF LIABILITY

12.1 LICENSOR SHALL NOT BE LIABLE TO THE LICENSEE WHERE FAULTS ARISE FROM:

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- (b) misuse, incorrect use of or damage to the Software from whatever cause (other than any act or omission by;
 - (c) any breach of the Licensee's obligations under this EULA;
 - (d) any modification not authorized by Licensor resulting in a departure from this EULA; or
 - (e) any operator error on the part of the Licensee.

12.2 LIMITATION ON DAMAGES

Notwithstanding anything in this Agreement and except for liabilities arising from:

- (i) the indemnity obligations under Clause 10 (indemnity),
- (ii) the gross negligence or willful misconduct of a party, or
- (iii) the breach of a party's obligations under Clause 5 (IP), in no event shall

a) the Licensor or Licensor's third-party suppliers be liable with respect to any subject matter of this Agreement under any contract; tort including negligence or strict liability; indemnity or other legal, contractual or equitable theory for any indirect, special, punitive,

incidental or consequential damages, however caused and whether or not advised in advance of the possibility of such damages; damages for lost profits or lost data; or cost of procurement of substitute goods, technology or services; or

(b) the Licensor's aggregate liability arising under, with respect to, or in connection with this Agreement exceed three times the Fees actually paid by the Licensee for the Software.

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13. DATA PROTECTION

The Licensee agrees to execute the Data Processing Addendum.

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14. LICENSEE PUBLICITY RIGHTS

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16. AMENDMENT

This EULA may not be amended except with the written and specified agreement of the Licensor whose consent may be withheld at its complete discretion without any requirement to provide reasons.

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17. ASSIGNMENT

The Licensee may assign this EULA to: (i) succeeding parties in the case of a merger, acquisition or change of control; or (ii) if the Licensee is a supplier to a government agency; provided, however, that in each case, (a) the Licensor is notified in writing within ninety (90) days of such assignment, (b) the assignee agrees to be bound by the terms and conditions contained in this EULA and (c) upon such assignment the assignee makes no further use of the Software licensed under this EULA.

Licensor may assign its rights and obligation under this EULA without the consent of the Licensee. Any permitted assignee shall be bound by the terms and conditions of this Agreement.

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18. EXPORT RESTRICTIONS

The export of the Software from the country of original Purchase may be subject to control or restriction by applicable local law. The Licensee is responsible for determining the existence and application of any such law to any proposed export and for obtaining any needed authorization and Licensor shall provide all information required for the purpose of assessing the export control regime (for example, but not limited to, ECCN numbers). The Licensee agrees not to export the Software from any country in violation of applicable legal restrictions on such export.

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19. GOVERNING LAW AND EXCLUSIONS

19.1 GOVERNING LAW AND VENUE

This EULA and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of Portugal and any legal action or proceeding arising out of it will be brought exclusively in the Tribunal da Comarca de Lisboa and each party irrevocably submits to the jurisdiction and venue to that court.

19.2 EXCEPTION FROM JURISDICTION.

Notwithstanding the foregoing, the parties reserve the right to seek and obtain injunctive relief, whether in the form of a temporary restraining order, preliminary injunction, injunction to enforce an arbitration award, or other order of similar import, including obtaining full payment of all fees and costs under this Agreement from any court of competent jurisdiction (e.g. local courts at the Licensee place of residence) prior to, during, or after commencement or prosecution of any other court or arbitration proceedings or the final decision and award of the arbitrators.

19.3 EXCLUSION OF UN CONVENTION

The terms of the United Nations Convention on Contracts for the Sale of Goods do not apply to this EULA.

20. ENTIRE AGREEMENT

20.1

This EULA (and any addendum or amendment to this EULA which is included with the Software) is the entire agreement between the Licensee and Licensor relating to the Software and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the Software or any other subject matter covered by this EULA.

20.2

Each party acknowledges that, in entering into this EULA (and the documents referred to in it), neither relies on any statement, representation, assurance or warranty (“Representation”) of any person (whether a party to this EULA or not) other than as expressly set out in this EULA or those documents.

20.3

Nothing in this clause shall limit or exclude any liability for fraud.

21. NOTICES

All notices to Licensor must be sent to:

tlcd96@outlook.pt

All notices to the Licensee will be sent to the physical address or the email address provided by Licensee upon purchase of the software.

Notice will be deemed received and properly served 24 hours after an electronic communication (including email) is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an electronic communication, that such e-mail was sent to the specified e-mail address of the addressee.

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22. WAIVER

22.1

If Licensor fails, at any time during the term of this EULA, to insist upon strict performance of any of the Licensee's obligations under this EULA, or if Licensor fails to exercise any of the rights or remedies to which it is entitled under this EULA, this shall not constitute a waiver of such rights or remedies and shall not relieve the Licensee from compliance with such obligations.

22.2

A waiver by Licensor of any default shall not constitute a waiver of any subsequent default.

22.3

No waiver by Licensor of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to the Licensee in writing.

23. SEVERABILITY

23.1

If any provision of the EULA (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

23.2

If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable and to give effect to the commercial intention of the parties.

END-USER LICENSE AGREEMENT

24. NO PARTNERSHIP

Nothing in the EULA is intended to, or shall be deemed to, establish any agency, partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorize any party to make or enter into any commitments for or on behalf of any other party.

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25. RULES OF INTERPRETATION

In this EULA, the following rules apply:

- (a) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (b) a reference to a party includes its personal representatives, successors or permitted assigns;
- (c) the headings in this EULA are inserted for convenience only and shall not affect its construction;
- (d) a reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it;
- (e) a reference to one gender includes a reference to the other gender;
- (f) any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- (g) a reference to writing or written includes faxes, e-mails, communications via websites and comparable means of communication.

26. SURVIVAL

Clauses 1, 2, 3, 4, 4.1, 5.1, 5.2, 5.4, 6, 9, 10, 11, 12, 19, 20, 21 and 25 shall survive any termination of this EULA.

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CHANGE HISTORY

Version	Review Date	Comments
1.0.0/2023/en	2023-10-05	Initial Document Creation
1.1.0/2024/en	2024-01-05	Include of new clauses to the EULA.

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