



WRITEBACK

EULA

**End-User License
Agreement**

WB.EN.04.02

EULA

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“Term” means the moment up to which one License is valid.

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Licensor may, at its sole discretion, provide evaluation copies of the Software, which may have limited functionality, to a Licensee to assess the Software. Such evaluation copies will be provided under an Evaluation License that limits the period during which the Licensee may download,

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Except as otherwise agreed in writing by the 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.

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The Software includes license protection mechanisms that are designed to manage and protect the intellectual property rights of the Licensor and its third-party suppliers. The 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.

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

Upon the Licensee's acceptance of this EULA, the Licensee also declares to authorize the Licensor to receive and use the data obtained by Data Functions, only for the internal purposes referred above, and on the further confidential and non-disclosure terms and conditions included at the Write-Back Privacy Policy and at Cookies Policy, that the Licensee hereby declares to know.

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If the 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 that the users of such Non-controlled Systems comply with the terms of this EULA and the Licensee will indemnify the Licensor against 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 the 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.

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4.1. Additional Software and Service

This EULA applies to updates, supplements, add-on components, or Internet-based services components of the Software (“Supplementary Software”) that the 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 the Licensor provides other terms along with any Supplementary Software. The 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 offers free of additional charge support services, that are subject to the following conditions.

- (a) Support must be requested by submitting a ticket through [Write-Back Service Desk](#).
- (b) When a support request is created, the support team will respond within 24 business hours from the time of your initial request. Our goal is to respond to most requests within the same

business day. While the support team will make reasonable efforts to provide support in accordance with this Service Level Agreement and it will not be responsible for any delays caused by the customer or for reasons beyond our control.

(c) Business hours are from 10 am to 7 pm CET, Monday through Friday and exclude national holidays listed on [this calendar for Portugal](#).

(d) Support includes: Assistance with configuring Write-Back; Guidelines and best practices on Write-Back; Help with troubleshooting problems with Write-Back. Help with issues arising out of Write-Back product upgrades.

(e) Support does not include: Phone support; Product training; Support for configurations not related to Write-Back, Help with programming for a product API; Support in any language other than English or Portuguese.

5. Intellectual Property

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If the Licensee discovers it has breached any of its obligations under this EULA and in particular but not limited to the obligations in Clause 7, the Licensee must immediately report such breach to Licensor in writing.

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9.1. Without prejudice to any other rights and in addition to any other termination rights in this EULA, the Licensor (WRITE-BACK) 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) the 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) the 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 the 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 the Licensee (being a company); or (f) the holder of a qualifying floating charge over the assets of the 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 the Licensee or a receiver is appointed over the assets of the Licensee; or(h) a creditor or encumbrancer of the 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 the Licensee's assets and such attachment or process is not discharged within 14 days; or (i) the 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:

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9.3. Upon at least thirty (30) day's notice, the 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.

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10.1. Indemnification by Licensor

Subject to Clause 12, the Licensor will indemnify and hold harmless the Licensee against all costs, expenses, losses and claims made against the Licensee as a result of any infringement of a third-party's intellectual property rights arising from the Licensee's or its Authorized User's use of the Software. The Licensee must notify promptly the Licensor of the charge of infringement or of the legal proceeding, give the Licensor sole control of the defense and related settlement negotiations, and Licensee must provide the Licensor, at the Licensor's expense, with reasonable assistance and information, but no cost or expense shall be incurred for the account of the Licensee without its prior written consent.

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The Licensor must notify promptly the Licensee of the charge of infringement or of the legal proceeding, give the Licensee sole control of the defense and related settlement negotiations, and the Licensor must provide the Licensee, at the Licensee's expense, with reasonable assistance and information, but no cost or expense shall be incurred for the account of the Licensor without its prior written consent.

11. Limited Warranty

11.1. Cloud Products Disclaimer of Warranties

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

11.2. Non-excludable Remedies

The Licensee may have remedies against the Licensor imposed by law or statute that cannot be excluded by the Licensor and its third-party suppliers. To the extent the Licensee has such legal remedies against the Licensor or its third-party suppliers then to the fullest extent permitted by law, the Licensor and its third-party suppliers' liability are limited (a) at the 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 the Licensor's maximum liability shall be equal to two times the amount actually paid by the Licensee for the Software.

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- (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.

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Notwithstanding anything in this Agreement and except for liabilities arising from

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- (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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The Licensee agrees to execute the Data Processing Addendum.

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During this EULA validity, the Licensee grants the Licensor the right to include Licensee as a customer in Software promotional material, including the Licensee's logo. The Licensee can deny

Licensor this right at any time by submitting a written request via e-mail to mail@writeback4analytics.com, requesting to be excluded from Software promotional material. Requests generally are acted upon within thirty (30) calendar days.

15. Improving Licensor's Products

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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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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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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.

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 of 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's 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. Exception 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 the 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. Notice

All notices to Licensor must be sent to

Write-Back: Edifício Ageas Tejo, Praça Príncipe Perfeito n° 2 3° piso, 1990-278 Lisboa

E-mail: mail@writeback4analytics.com

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 twenty-four (24) hours after an electronic communication (including e-mail) is sent, or three (3) 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.

22. Waiver

22.1 If the Licensor fails, at any time during the term of this EULA, to insist upon the strict performance of any of the Licensee’s obligations under this EULA, or if the 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 the Licensor of any default shall not constitute a waiver of any subsequent default.

22.3 No waiver by the 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.

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.

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;

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(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.