

## ASSISTIV.AI'S END-USER LICENSE AGREEMENT

**Effective date:** April 06, 2023

### Introduction

This End-User License Agreement (referred to as the "**EULA**") is a legally binding agreement between you, the "**Licensee**", an individual customer, or entity, and the Assistiv.AI ("**Company**"), the company, and the author of Assistiv.AI, the "**Software**", which may include associated media, printed materials and online or electronic documentation.

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**"EULA"** shall refer to this End-User-License-Agreement, including any amendment to this Agreement.

**"Licensee"** shall refer to the individual or entity that downloads and uses the Software.

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The Licensor shall provide updates and maintenance on a yearly basis or whenever needed, and will notify the Licensee in advance.

### **Support**

The Licensor has no obligation to Software support, or to continue providing or updating any of the Software.

### **Termination**

In the event of termination, all licenses provided under this EULA shall immediately terminate, and you agree to discontinue accessing or attempting to access this Licensed product.

### **Accordingly, this EULA may be:**

- Automatically terminated if the Licensee fails to comply with any of the terms and conditions under this EULA;
- Terminated by the Licensor; or
- Terminated by the Licensee.

The Licensor or the Licensee may terminate this EULA immediately upon written notice to the other party, including but not limited to electronic mail.

### **Non-Transferability**

The Licensee has the option to permanently transfer all rights under this Agreement, provided the recipient agrees to the terms of this EULA. Accordingly,

this EULA is not assignable or transferable by the Licensee without the prior written consent of the Licensor; and any attempt to do so shall be void.

### **Notice**

Any notice, report, approval, or consent required under this EULA shall be in writing and deemed to have been duly given if delivered by recorded delivery to the respective addresses of the parties.

### **Integration**

Both parties hereby agree that this EULA is the entire and exclusive statement and legal acknowledgment of the mutual understanding of the parties and supersedes and cancels any previous written and oral agreement and/or communication relating to the subject matter of this EULA.

### **Severability**

No delay or failure to exercise, on the part of either party, any privilege, power, or rights under this EULA shall operate as a waiver of any of the terms and provisions of this EULA. Accordingly, no single or partial exercise of any right under this Agreement shall preclude further exercise of any other right under this EULA.

Suppose any of the outlined provisions of this EULA is deemed to be unenforceable or invalid in whole or in part by a court of competent jurisdiction. In that case, such provision shall be limited to the minimum extent necessary for this EULA to remain in full force and effect and enforceable.

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The Licensee agrees that the Licensor shall not be liable to Licensee, or any other related person or entity claiming any loss of profits, income, savings, or any other consequential, incidental, special, punitive, direct or indirect damage, whether arising in contract, tort, warranty, or otherwise, even if the Licensor has been advised of the possibility of such damages.

These limitations shall necessarily apply regardless of the primary purpose of any limited remedy. Under no circumstances shall the Licensor aggregate liability to the Licensee, or any other person or entity claiming through the Licensee, exceed the actual monetary amount paid by the Licensee to the Licensor for the Software.

### **Indemnification**

You hereby agree to indemnify and hold the Licensor harmless from and against all liabilities, damages, losses, or expenses, including but not limited to a reasonable attorney or other professional fees in any claim, demand, action, or proceeding initiated by any third-party against the Licensor, arising from any of your acts, including without limitation, violating this EULA or any other agreement or any applicable law.

### **Entire Agreement**

This Agreement rightly constitutes the entire understanding between the Licensor and the Licensee and all parties involved. It supersedes all prior agreements of the parties, whether written or oral, express or implied, statement, condition, or a representation or warranty.

### **Governing Law and Jurisdiction**

This EULA shall be deemed to be construed under the jurisdiction of the courts located in São Paulo – SP, Brazil, without regard to conflicts of laws as regards the provisions thereof.