

# Subscription License Agreement

## HOUSIFY

This Subscription License Agreement ("Agreement") is entered into as of 01 jan 2024 by and between GeniaDynamics, an European corporation, with its principal place of business at Barcelos, Portugal ("Licensor"), and [customer name], an individual or entity ("Licensee").

### Section 0. Definitions

The following definitions apply to this Agreement: (a) "Software" means the software program(s) provided by Licensor, known as Housify, including any updates, enhancements, modifications, and derivative works; (b) "Subscription Period" means the period of time that Licensee is licensed to use the Software, which shall be for a minimum of 1 month, and thereafter shall automatically renew for successive monthly periods, unless either party provides written notice of termination prior to expiration; (c) "License Fee" means the fee paid by Licensee to Licensor in exchange for the license granted hereunder.

### Section 1. Grant of license

Subject to the terms and conditions set forth in this Agreement, Licensor grants to Licensee a non-exclusive, non-transferable (except as provided below), and limited license to use the Software during the Subscription Period for its internal business purposes. The license granted hereunder is for a single user only, unless otherwise agreed by Licensor in writing.

### Section 2. License restrictions

Licensee shall not (a) sublicense, resell, rent, lease, distribute, broadcast, sublicense or otherwise assign the Software or any rights thereto; (b) modify, adapt, create derivative works from, decompile, reverse engineer, disassemble, or otherwise attempt to derive source code from the Software; (c) use the Software in a manner that exceeds the scope of the license granted hereunder; (d) remove, disable, or tamper with any copy protection, digital rights management, or other security measures embedded in or associated with the Software; (e) export or re-export the Software in violation of applicable laws or regulations.

### **Section 3. Ownership**

Licensor retains all ownership and intellectual property rights to the Software, including but not limited to copyrights, trademarks, trade secrets, patents, and any derivative works. Licensee does not acquire any ownership rights to the Software by virtue of this Agreement.

### **Section 4. Fees and payments**

In consideration for the license granted hereunder, Licensee shall pay Licensor a non-refundable License Fee in advance for each Subscription Period. The License Fee is exclusive of any taxes, levies, or duties imposed by governmental authorities.

### **Section 5. Termination**

Licensee has the right to terminate this Agreement at any time. Either party may terminate this Agreement upon written notice to the other party in the event of a material breach that remains uncured for 5 days after receipt of such notice. Upon termination, Licensee shall discontinue all use of the Software.

### **Section 6. WARRANTY DISCLAIMER**

THE SOFTWARE IS PROVIDED "AS IS" AND LICENSOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND QUALITY. LICENSOR DOES NOT GUARANTEE THAT THE SOFTWARE WILL MEET LICENSEE'S REQUIREMENTS OR BE ERROR-FREE.

### **Section 7. LIMITATION OF LIABILITY**

IN NO EVENT SHALL LICENSOR BE LIABLE TO LICENSEE FOR ANY DAMAGES, CLAIMS, OR COSTS WHATSOEVER ARISING OUT OF THIS AGREEMENT, THE USE OF THE SOFTWARE, OR THE INABILITY TO USE THE SOFTWARE. LICENSOR'S ENTIRE LIABILITY AND LICENSEE'S EXCLUSIVE REMEDY FOR BREACH OF THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT PAID BY LICENSEE FOR THE SOFTWARE.

### **Section 8. Governing law**

This Agreement shall be governed by and construed in accordance with the laws of the European Union without giving effect to principles of conflicts of law. Any disputes

arising out of or related to this Agreement will be resolved through binding arbitration, in accordance with rules of [arbitration body], as amended from time to time.

## **Section 9. Entire agreement**

This Agreement constitutes the entire agreement between Licensor and Licensee regarding its subject matter and supersedes all prior negotiations, understandings, and agreements, whether written or oral. No modification of this Agreement shall be effective unless in writing signed by both parties.

## **Section 10. Assignment**

This Agreement may not be assigned by either party without the other's consent, except that Licensor may assign its rights and obligations to an affiliate or a successor entity. Any attempt to transfer or assign this Agreement without proper authorization shall be null and void.

## **Section 11. Force majeure**

Neither party will be liable for any delay or failure in performance due to Force Majeure, which means unforeseen circumstances beyond the control of either party, including but not limited to natural disasters, war, civil commotion, governmental acts, and labor disputes.

## **Section 12. Notices**

Any notice required or permitted under this Agreement shall be in writing and delivered personally, by email, or by registered mail with return receipt requested, addressed to the parties at their respective addresses set forth above.

## **Section 13. Severability**

If any provision of this Agreement is held invalid or unenforceable for any reason, such provision shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties. The remaining provisions shall continue in full force and effect.

## **Section 14. Counterparts**

This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one instrument.

**Section 15. Agreement**

By agreeing with this terms, the parties acknowledge that they have read, understood, and agree to be bound by the terms and conditions set forth in this Subscription License Agreement.