



F5IT – Tecnologias de Informação

LEGAL TERMS – PRODUCTS AND SERVICES

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Applicable to	All F5IT Products and Services
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PART I

END USER LICENSE AGREEMENT (EULA)

This End User License Agreement (“EULA” or “Agreement”) is a legal agreement between you, either as an individual or on behalf of a legal entity (“End User”), and F5IT – Tecnologias de Informação, Lda. (“F5IT”), regarding the use of F5IT’s software, platforms, and digital services (the “Products”). By installing, accessing, or using any of the Products, the End User agrees to be bound by the terms of this EULA.

1. Definitions

- “Products”: any software, application, module, SaaS platform, or digital service developed, licensed, or distributed by F5IT, including WareFlex and Sales App v3.1, as well as any future version, update, or add-on.
- “User License”: an individual and personal authorization granted by F5IT to the End User to access and use a Product.
- “User Data”: all information entered, processed, or generated by the End User through use of the Products.
- “Partner”: the distributor or integrator entity authorized by F5IT through which the End User accesses the Products.

2. License Grant

Subject to the payment of applicable Fees and compliance with these terms, F5IT grants the End User a limited, personal, non-exclusive, non-transferable, and revocable license to access and use the Products solely for the End User’s internal business operations during the applicable Subscription Period.

The license does not confer upon the End User any rights over the source code, internal architecture, or intellectual property of the Products.

3. Usage Restrictions

The End User shall not:

- Copy, reproduce, modify, decompile, reverse-engineer, or create derivative works based on the Products.
- Sublicense, rent, sell, assign, or transfer the Products or any rights derived from this license to third parties.
- Use the Products to provide services to third parties for commercial consideration without the express written authorization of F5IT.
- Remove, alter, or obscure any intellectual property notices, copyright notices, or Trademarks appearing in or on the Products.
- Use the Products in any manner that violates applicable law or these terms and conditions.

4. Intellectual Property

All intellectual property rights in and to the Products, including without limitation the source code, design, architecture, databases, interfaces, and documentation, are and shall remain the exclusive property of F5IT or its licensors. This EULA does not transfer any ownership rights to the End User.

5. User Data and Privacy

F5IT will process User Data in accordance with its current Privacy Policy, available upon request. The End User warrants that any data entered into the Products has been obtained and is processed in compliance with the applicable data protection legislation in the End User’s jurisdiction.

F5IT will not sell or transfer User Data to third parties for its own commercial purposes.



6. Updates and Maintenance

F5IT may release updates, improvements, or new versions of the Products. Security updates will be applied automatically. Functional updates may require acceptance of additional terms or payment of supplementary Fees, with a minimum of thirty (30) days' prior notice.

7. Term and Termination

This EULA will take effect on the date of acceptance and will remain in force during the contracted Subscription Period. This EULA will terminate automatically in the event of a material breach by the End User. Additionally, F5IT may terminate this EULA with thirty (30) days' prior notice in the event of discontinuation of the Product.

Upon Termination, the End User will immediately cease using the Products and will destroy or return any copies in its possession. The clauses relating to intellectual property, limitation of liability, and confidentiality shall survive Termination.

8. Warranties and Disclaimers

F5IT warrants that the Products will perform substantially in accordance with their official documentation during the current Subscription Period. EXCEPT AS EXPRESSLY STATED, THE PRODUCTS ARE PROVIDED "AS IS" AND F5IT MAKES NO ADDITIONAL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

9. Limitation of Liability

To the maximum extent permitted by applicable law, F5IT's total liability to the End User arising under this EULA shall be limited to the Fees actually paid in the twelve (12) months preceding the event giving rise to the claim. In no event shall F5IT be liable for indirect, incidental, consequential, lost profits, or data loss damages.

10. Governing Law and Dispute Resolution

This EULA is governed by the laws of the Portuguese Republic. Any dispute that cannot be resolved amicably within thirty (30) days shall be submitted to the exclusive jurisdiction of the courts of Lisbon (Portugal).



PART II

GENERAL TERMS AND CONDITIONS OF USE

These General Terms and Conditions (“T&C”) govern the access to and use of F5IT’s Products and Services by any individual or legal entity that uses them directly or through an authorized Partner.

1. Company Identification

F5IT – Tecnologias de Informação, Lda. is a limited liability company incorporated under Portuguese law, with its principal activity in the development and distribution of business management software and digital solutions. Contact: legal@f5it.pt

2. Scope of Application

These T&C apply to all F5IT Products and Services, including those marketed through authorized Partners. In the event of any conflict with an individual agreement (Partner Agreement or EULA), the terms of the individual agreement shall prevail.

3. Contracting and Access

Access to the Products requires the execution of a license agreement, either directly with F5IT or through an authorized Partner. Access is granted by means of personal, non-transferable credentials. The user is responsible for maintaining the confidentiality of their credentials.

4. Pricing and Billing

Prices are detailed in the proposal or quotation accepted by the client and are governed by Annex 1 of the applicable Partner Agreement when contracting is carried out through a Partner. Billing is annual and in advance unless otherwise expressly agreed. Applicable taxes in the client’s jurisdiction will be added in accordance with local regulations.

5. Support Policy

F5IT provides technical support through its network of authorized Partners (First-Level Support). Direct support from F5IT (Second Level) is activated when the Partner is unable to resolve the incident. Service levels and response times are set out in the applicable SLA.

6. Service Availability

F5IT commits to maintaining a monthly service availability of 99.5% for SaaS Products, excluding scheduled maintenance windows. Planned maintenance will be notified with a minimum of forty-eight (48) hours’ advance notice.

7. Intellectual Property

All intellectual property rights in and to the Products, Trademarks, logos, and marketing materials of F5IT are the exclusive property of F5IT or its licensors. Use of F5IT’s Trademarks requires express written authorization.

8. Confidentiality

Each Party undertakes to maintain the confidentiality of information designated as such by the other Party. This obligation shall survive for five (5) years following the termination of the agreement.



9. Amendments to T&C

F5IT may amend these T&C with a minimum notice period of thirty (30) days communicated by email. Continued use of the Products following such notice shall constitute acceptance of the new conditions.

10. Data Protection

The processing of personal data is carried out in accordance with the General Data Protection Regulation (GDPR). To exercise rights of access, rectification, erasure, or portability, users may contact dpo@f5it.pt.

11. Limitation of Liability

F5IT shall not be liable for indirect, incidental, or consequential damages. F5IT's total liability shall be limited to the amounts actually paid in the twelve (12) months preceding the claim.

12. Governing Law and Jurisdiction

These T&C are governed by Portuguese law. Disputes shall be submitted to the exclusive jurisdiction of the courts of Lisbon, Portugal.

ACCEPTANCE AND SIGNATURES

F5IT – Tecnologias de Informação, Lda.

Signature: _____

Name: _____

Title: _____

Date: _____

End User / Partner

Signature: _____

Name: _____

Company: _____

Date: _____