End User License Agreement (EULA)

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1. Scope & License Grant

Dialogix licenses (does not sell) the Dialogix desktop **Software** to you. Subject to this EULA, you receive a personal, limited, non-exclusive, non-transferable, non-sublicensable license to install and use the Software in object code form solely for educational purposes and as authorized by your Institution (if any).

2. Restrictions

You will not: (a) copy except for reasonable backup; (b) modify or create derivatives; (c) rent, lease, lend, or sublicense; (d) remove proprietary notices; (e) use the Software to build a competing product; (f) circumvent technical measures (attendance/network-lockdown controls); or (g) access or use source code except as permitted by law (§3).

3. Reverse Engineering — Legal Exceptions

Nothing in this EULA limits rights you may have **to the extent required by applicable law** (e.g., interoperability, security research, diagnostics). If you intend to exercise such rights, provide prior written notice to legal@dialogix.ca identifying the applicable law and scope, and limit activity to what that law permits.

4. Updates & Auto-Updates

The Software may automatically install updates, patches, and fixes. Updates are governed by this EULA unless accompanied by additional terms. Disabling auto-updates (where supported) may impact functionality or security.

5. Ownership; Third-Party Components

The Software and IP rights belong to Dialogix and its licensors. Open-source components are licensed under their respective licenses provided with the Software; those licenses govern that code if they conflict with this EULA.

6. Term; Termination; Data Handling

This EULA continues until terminated. It terminates automatically if you fail to comply. Upon termination, cease use and uninstall the Software. Institution-provisioned licenses may end with the subscription. Post-termination

data handling is governed by the **TOS §9.3** and the **Privacy Policy (Retention & Deletion)**.

7. Warranty Disclaimer

The Software is provided **"as is"** and **"as available."** Dialogix disclaims all warranties to the maximum extent permitted by law, including implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

8. Limitation of Liability

To the maximum extent permitted by law, Dialogix will not be liable for indirect, incidental, consequential, special, exemplary, or punitive damages, or loss of profits, revenues, goodwill, or data. Dialogix's total liability is limited to the **fees you (or your Institution) paid** for the license covering your use in the **12 months** preceding the event.

9. Indemnities

9.1 **By You.** You will indemnify Dialogix against third-party claims arising from your misuse or breach.

9.2 **By Dialogix (IP).** Dialogix will defend and indemnify you (and your Institution) against third-party claims alleging that the unmodified Software infringes IP rights, subject to the procedures and exclusions in **TOS §11**.

10. Compliance; Export; Age

You must comply with all applicable laws and export controls. You represent you are **at least 13 years old** and not prohibited from receiving the Software under sanctions/export laws.

11. Governing Law; Venue; Language

See **TOS §15**. The parties confirm this EULA and related documents are in **English**.

12. Relationship to Other Documents

For privacy and data processing matters, see the **Privacy Policy** and **DPA**. For service-level terms (updates, termination, indemnity), see the **TOS**.