



End User License Agreement

Effective date: June 22, 2026

1. Definitions

In this End User License Agreement (the "Agreement" or "EULA"): "Software" means the PO Watcher desktop application for Microsoft Windows, including its executable, bundled assets, documentation, and any updates, patches, or new versions we make available; "Licensor," "we," "us," or "our" means PO Watcher LLC, a Nevada limited liability company; "you" or "Licensee" means the individual or legal entity that installs, accesses, or uses the Software; "Subscription" means a paid plan (or active free trial) that entitles you to use the Software; "Seat" means a single named authorized user permitted under your Subscription; and "User Data" means the files, purchase orders, logs, and other content you process with the Software.

2. Acceptance of this Agreement

IMPORTANT — READ CAREFULLY. This Agreement is a binding legal contract between you and Licensor governing the Software. By downloading, installing, activating, signing in to, or otherwise using the Software, or by clicking a button or checkbox indicating acceptance, you acknowledge that you have read, understood, and agree to be bound by this Agreement and by our Terms of Service and Privacy Policy, which are incorporated by reference. If you do not agree, do not install or use the Software.

If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have authority to bind that entity, in which case "you" refers to that entity. You must be at least 18 years old and able to form a binding contract.

3. License Grant

Subject to your continuous compliance with this Agreement and, where applicable, payment of all fees, Licensor grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license, during the term of your Subscription, to install and use the Software for your personal or internal business purposes.

The number of concurrent installations and authorized users is governed by your plan: the Solo plan authorizes one (1) Seat; the Team plan authorizes up to five (5) Seats; and Enterprise plans authorize the number of Seats stated in your order. Seats are for named individuals and may be reassigned for legitimate operational reasons but may not be shared or used by more individuals than your plan permits.

4. Subscriptions, Free Trial, and Activation

Access to the Software requires a valid account and an entitled Subscription or active free trial. Authentication is provided through Firebase Authentication (a Google service); you may sign in with email and password, Google, or Microsoft. You are responsible for maintaining the confidentiality of your credentials and for all activity under your account.

New customers may be offered a fourteen (14) day free trial. Unless you cancel before the trial ends, the trial converts to a paid Subscription and your selected payment method is charged. The Software periodically verifies your entitlement; if your Subscription lapses, expires, or is cancelled, your license to use the Software terminates and access may be restricted to a renewal screen.



5. License Restrictions

Except as expressly permitted by this Agreement or by applicable law that cannot be contractually waived, you shall not, and shall not permit any third party to:

- copy, reproduce, modify, translate, or create derivative works of the Software;
- reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, structure, or algorithms of the Software;
- rent, lease, lend, sell, resell, sublicense, distribute, host, or provide the Software as a service bureau or to any third party;
- circumvent, disable, or tamper with any license, authentication, entitlement, security, or usage-metering mechanism;
- exceed the number of Seats authorized by your plan, or share a Seat among multiple individuals;
- remove, alter, or obscure any proprietary notices, trademarks, or labels;
- use the Software to build a competing product or to benchmark it for a competitor; or
- use the Software in violation of any applicable law, regulation, or third-party right.

6. Ownership and Reservation of Rights

The Software is licensed, not sold. Licensor and its licensors retain all right, title, and interest in and to the Software and all intellectual property rights therein, including all copyrights, trademarks, trade secrets, and patents. The names “PO Watcher,” the PO Watcher logo, and related marks are trademarks of Licensor. No rights are granted to you except as expressly set out in this Agreement, and all rights not expressly granted are reserved.

7. Your Data and Local Processing

You retain all right, title, and interest in your User Data. The Software is designed to operate locally: it watches a folder you designate, extracts data from purchase-order PDFs, and writes results into your own Microsoft Excel (.xlsx) or Access (.accdb) files stored on your device or network. In the current version, your User Data is processed on your device and is not transmitted to or stored by Licensor, except as needed to provide authentication and subscription features.

If and when optional cloud-synchronization features are enabled by you in a future version, certain User Data will be transmitted to and stored by our processors solely to provide that feature. Our collection and handling of personal information is described in our Privacy Policy.

8. Third-Party Services and Components

The Software and our services interoperate with third-party providers, including Google LLC (Firebase Authentication), Lemon Squeezy (payments and merchant-of-record services), and our hosting provider. Your use of those services may be subject to their own terms and privacy policies. The Software may also include open-source components licensed under their respective licenses; nothing in this Agreement limits your rights under those licenses.

9. Updates, Versions, and Beta Features



We may provide updates, patches, or new versions from time to time, which may be downloaded and installed automatically or with your assistance, and which are governed by this Agreement unless accompanied by a separate license. The Software may notify you when a newer version is available. We may offer pre-release or “beta” features that are provided “as is,” may be changed or withdrawn, and may be less reliable than generally available features.

10. Fees, Billing, Taxes, and Refunds

Paid Subscriptions are billed through Lemon Squeezy, which acts as the merchant of record for your purchase and is responsible for processing payments, charging and remitting applicable taxes, and issuing receipts. By starting a paid Subscription you authorize recurring charges to your payment method at the then-current price until you cancel. Fees are stated exclusive of taxes unless otherwise indicated.

Subscriptions renew automatically for successive periods unless cancelled before the renewal date. You may cancel at any time, effective at the end of the current billing period. Except where required by law, fees are non-refundable and partial periods are not pro-rated. We may change prices on a prospective basis with reasonable notice.

11. Acceptable Use

You agree to use the Software only for lawful purposes and in accordance with this Agreement. You are solely responsible for the accuracy, quality, and legality of your User Data and for the means by which you acquired it, and for maintaining appropriate backups of your data.

12. Warranty Disclaimer

THE SOFTWARE IS PROVIDED “AS IS” AND “AS AVAILABLE,” WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY LAW, LICENSOR DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY, AND NON-INFRINGEMENT. LICENSOR DOES NOT WARRANT THAT THE SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE, OR THAT DEFECTS WILL BE CORRECTED, OR THAT EXTRACTION OUTPUT WILL BE COMPLETE OR ACCURATE. YOU ASSUME ALL RISK ARISING FROM YOUR USE OF THE SOFTWARE.

13. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL LICENSOR OR ITS MEMBERS, OFFICERS, EMPLOYEES, OR SUPPLIERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, DATA, BUSINESS, OR GOODWILL, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SOFTWARE, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

LICENSOR’S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE GREATER OF (A) THE AMOUNTS YOU PAID TO LICENSOR FOR THE SOFTWARE IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR (B) ONE HUNDRED U.S. DOLLARS (US\$100). SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS, SO SOME OF



THE ABOVE MAY NOT APPLY TO YOU.

14. Indemnification

You will defend, indemnify, and hold harmless Licensor and its members, officers, employees, and agents from and against any claims, damages, liabilities, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or related to your User Data, your use of the Software, or your breach of this Agreement or violation of any law or third-party right.

15. Term, Suspension, and Termination

This Agreement is effective until terminated. It terminates automatically if you breach any term, and we may also suspend or terminate your access if your Subscription lapses or if we reasonably believe your use poses a security or legal risk. Upon termination you must cease all use of the Software and destroy all copies in your possession. Sections concerning ownership, disclaimers, limitation of liability, indemnification, and governing law survive termination.

16. Export Control and Sanctions

You must comply with all applicable export, re-export, and sanctions laws, including those administered by the U.S. Department of Commerce and the U.S. Office of Foreign Assets Control. You represent that you are not located in, and will not use the Software in, an embargoed country or in violation of any applicable restricted-party list.

17. U.S. Government End Users

The Software is a "commercial item" as defined in 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation." Government end users acquire only those rights set out in this Agreement, consistent with 48 C.F.R. 12.212 and 227.7202.

18. Governing Law and Dispute Resolution

This Agreement is governed by the laws of the State of Nevada, USA, without regard to conflict-of-laws principles. Subject to the arbitration provision below, the state and federal courts located in Clark County, Nevada will have exclusive jurisdiction, and you consent to personal jurisdiction there.

Informal resolution first: before filing a claim, the parties agree to attempt to resolve the dispute informally by contacting support@powatcher.com. If unresolved after thirty (30) days, any dispute not subject to small-claims jurisdiction will be resolved by binding individual arbitration administered under the rules of a recognized arbitration provider, seated in Clark County, Nevada. TO THE EXTENT PERMITTED BY LAW, DISPUTES WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT AS A CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION, AND THE PARTIES WAIVE ANY RIGHT TO A JURY TRIAL.

19. Changes to this Agreement

We may modify this Agreement from time to time. Material changes will be indicated by updating the "Effective date" and, where appropriate, by additional notice. Your continued use of the Software after changes become effective constitutes acceptance of the revised Agreement.



20. General

This Agreement, together with the Terms of Service and Privacy Policy, is the entire agreement between you and Licensor regarding the Software and supersedes all prior understandings. You may not assign this Agreement without our prior written consent; we may assign it in connection with a merger, acquisition, or sale of assets. If any provision is held unenforceable, the remaining provisions remain in effect. Our failure to enforce any right is not a waiver. Neither party is liable for delays caused by events beyond its reasonable control. Notices to Licensor may be sent to support@powatcher.com.

21. Contact

PO Watcher LLC, Las Vegas, Nevada, USA. Questions about this Agreement: support@powatcher.com · <https://www.powatcher.com>.