

HORIZON DATASYS INC.

Updated August 27th, 2026

END USER LICENSE AGREEMENT (EULA)

IMPORTANT — READ CAREFULLY: This End User License Agreement (“EULA” or “Agreement”) is a legally binding contract between you (either an individual entity or a corporate enterprise, referred to herein as “Licensee,” “You,” or “Your”) and Horizon DataSys Inc. (“Horizon DataSys,” “We,” “Us,” or “Our”).

This Agreement governs Your access to and use of Horizon DataSys software products, including **Reboot Restore Standard, Reboot Restore Enterprise, Rollback Rx Professional**, and **Rollback Rx Server Edition**, along with electronic documentation, updates, and maintenance services (collectively, the “Software”).

BY DOWNLOADING, INSTALLING, COPYING, OR OTHERWISE USING THE SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS. IF YOU DO NOT AGREE, DO NOT DOWNLOAD, INSTALL, OR USE THE SOFTWARE.

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www.horizondatasys.com

1. OWNERSHIP & INTELLECTUAL PROPERTY

The Software is licensed electronically, not sold. Horizon DataSys retains all title, copyright, trade secret, trademark, and other intellectual property rights in and to the Software, any databases, and derivative works. All rights not expressly granted to You in this Agreement are reserved by Horizon DataSys.

2. PRODUCT COVERAGE & LICENSE MATRIX

This EULA applies strictly to enterprise and commercial product lines. The table below outlines the coverage and deployment scope for each product:

Product Name	Licensing Model	Target Environment & Scope
Reboot Restore Standard	Per-Device Seat Allocation / Volume Licensing	Standard public-access computers, workstation environments, and educational labs.
Reboot Restore Enterprise	Per-Device Seat Allocation / Volume Licensing	Centralized network deployments, enterprise workstations, and multi-location setups.
Rollback Rx Professional	Per-Device Seat Allocation / Volume Licensing	Corporate desktop and laptop endpoints requiring advanced snapshot and system restore capabilities.
Rollback Rx Server Edition	Per-Server Seat Allocation / Volume Licensing	Windows Server environments,

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		mission-critical infrastructure, and server endpoints.
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3. LICENSE GRANTS

Subject to Your payment of applicable license fees and compliance with this Agreement, Horizon DataSys grants You a non-exclusive, non-transferable, non-sublicensable license to Execute the Software in object code form only:

- **Perpetual License Model:** Software licenses purchased under this Agreement are perpetual, granting You the right to use the specific version of the Software acquired in perpetuity, subject to the terms of this Agreement and active license validation.
- **Volume Licensing & Single-Key Seat Entitlements:** Software license keys provided by Horizon DataSys are configured with an authorized count of licensed seats representing the maximum number of endpoints, virtual machines, or servers upon which the Software may be downloaded, installed, executed, or managed. Licensee must acquire sufficient seat entitlements on its key(s) to cover all active deployments. Concurrent or shared deployment across unlicensed devices exceeding the allocated seat capacity of the license key is strictly prohibited.
- **Evaluation / Trial Licenses:** If downloaded for evaluation, You may run the Software on a limited number of test devices for up to 14 days (or as expressly authorized) strictly for internal testing and non-production purposes.

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4. ANNUAL MAINTENANCE & SUPPORT SERVICES

Software updates, technical support, and upgrades are governed by Horizon DataSys's renewable Annual Maintenance program.

- **Included Services:** An active Annual Maintenance subscription entitles You to standard technical support, bug fixes, patches, minor updates, and major version upgrades released during the coverage period.
- **Term & Renewal:** Annual Maintenance is billed on an annual basis commencing on the purchase date. Maintenance must be renewed prior to expiration to maintain uninterrupted access to updates, version upgrades, and support.
- **Lapse & Reinstatement:** If Annual Maintenance lapses, Your underlying perpetual license to the installed version remains valid, but You forfeit rights to software upgrades, patches, technical assistance, and re-activation support. Reinstatement of lapsed maintenance may be subject to back-maintenance fees or re-licensing charges at Horizon DataSys's discretion.

5. USE RESTRICTIONS

Except as expressly permitted herein, You shall not (and shall not permit any third party to):

- Modify, translate, adapt, reverse engineer, decompile, disassemble, or create derivative works based on the Software.
- Rent, lease, sublicense, sell, or host the Software as a commercial Managed Service Provider (MSP) or Software-as-a-Service (SaaS) without a separate written agreement with Horizon DataSys.
- Bypass, alter, share, or disable any security features, license keys, multi-seat activation limits, or digital rights management controls.
- Remove or alter any proprietary notices, trademarks, or copyright labels.

6. PAYMENT & TAXES

License and Maintenance fees are due in accordance with the applicable Purchase Receipt, invoice, or enterprise order form. All fees are exclusive of applicable sales, use, excise, VAT, or withholding taxes, which shall be borne solely by Licensee. All payment obligations are non-refundable after thirty (30) days from the initial purchase date.

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7. DATA COLLECTION & PRIVACY

The Software may collect technical telemetry, environmental data, OS specs, and license key activation seat counts back to Horizon DataSys servers to prevent unauthorized use, verify seat capacity compliance, and improve performance. All data handling complies with our Privacy Policy available at <https://horizondatasys.com/privacy-policy>.

8. TERMINATION

This Agreement remains effective until terminated. Horizon DataSys may terminate this Agreement immediately upon written notice if You breach any material term. Upon termination, You must immediately cease all use of the Software and destroy or uninstall all digital copies in Your possession. Sections 1, 5, 9, 10, and 11 shall survive termination.

9. DISCLAIMER OF WARRANTIES

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SOFTWARE IS PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND. HORIZON DATASYS DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE, OR FULLY PROTECT AGAINST ALL MALWARE OR SYSTEM CORRUPTIONS.

10. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, HORIZON DATASYS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES (INCLUDING LOSS OF DATA, BUSINESS INTERRUPTION, OR LOST PROFITS). IN NO EVENT SHALL HORIZON DATASYS'S AGGREGATE LIABILITY EXCEED THE TOTAL FEES PAID BY YOU FOR THE SPECIFIC SOFTWARE LICENSE GIVING RISE TO THE CLAIM IN THE SIX (6) MONTHS PRECEDING THE CLAIM.

11. DISPUTE RESOLUTION & ARBITRATION

For U.S. and international corporate entities, any dispute or claim arising out of or relating to this Agreement shall be resolved through final and binding arbitration administered by the American Arbitration Association (AAA). You waive any right to participate in class actions or representative proceedings against Horizon DataSys.

12. GENERAL PROVISIONS

- **Compliance with Laws:** You agree to comply with all applicable U.S., Canadian, and international export control laws.
- **Marketing Rights:** Horizon DataSys may identify Licensee as a customer and use Licensee's company name and logo in marketing materials unless requested otherwise in writing.
- **Entire Agreement:** This EULA constitutes the entire agreement between the parties regarding the Software and supersedes all prior communications, purchase orders, or agreements.

CONTACT INFORMATION

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