

Flowis End User License Agreement

This End User License Agreement (“EULA”) is between the individual consumer or business entity that will use the Software (“You”) and Flowis, s.r.o, (“Licensor”) a corporation with its principal place of business at Bottová 2/A, 811 09 Bratislava (Slovak Republic).

If You use the Software, then You agree to this EULA. If You accept this EULA or install or use the Software on behalf of a business entity, then You represent that You have authority to take those actions, and this EULA will be binding on that business entity. If You do not agree to this EULA, do not install or use the Software.

If You are a business entity and You purchase Software from a third party (“Reseller”) who sublicenses the Software to You under the terms of an agreement between You and such Reseller (a “Sublicense Agreement”), then the terms of Your Sublicense Agreement with the Reseller shall govern Your use of the Software and not this EULA. Resellers may only grant rights, and must pass through conditions, consistent with this EULA. Thus, even though Your Sublicense Agreement is between you and the Reseller, by installing or using the Software, You acknowledge and agree that: (a) any license rights in the Sublicense Agreement that are greater than the license rights in this EULA shall not apply; (b) any license conditions in this EULA that are not contained in the Sublicense Agreement apply to You; (c) the limitations of liability set forth in this EULA will apply in favor of Licensor, despite the existence of a Sublicense Agreement; and (d) Licensor is a third-party beneficiary of the Sublicense Agreement and is entitled to exercise and enforce all of the Reseller’s rights and benefits under that Sublicense Agreement.

1. License Grant.

1.1. Right to Use. Subject to and in consideration of Your full compliance with the terms and conditions of this EULA, Licensor grants to You a revokable, non-exclusive, non-transferable limited license to use the Software during the period stated in the applicable Order. This license grant allows You to use the Software in connection with the internal business operations of Your entity. In addition, You may make a reasonable number of copies of the Software solely as needed for backup or archival purposes.

1.2. Third Party Use. You may allow Your contractors (each, a “Permitted Third Party”) to use the Software solely for the purpose of providing services to You, provided that such use is in compliance with this EULA. You are liable for any breach of this EULA by any Permitted Third Party.

1.3. Rights Reserved. The Software is licensed and not sold. Except for the license expressly granted in this EULA, Licensor, on behalf of itself, retains all rights in and to the Software and in all related materials (“Works”). The rights in these Works are valid and protected in all forms, media and technologies existing now or hereafter developed. Any use of Works other than as expressly set forth herein is strictly prohibited.

1.4. Ownership. Licensor, on behalf of itself, retains ownership of the Works and all related intellectual property rights.

2. License Conditions.

Except as otherwise permitted by this EULA or by mandatory law (meaning a law that the parties cannot change by contract), You must not, and must not allow Your Permitted Third Parties, to do the following:

- A. Modify or create derivative works based upon the Software, or decompile, disassemble, reverse engineer, or otherwise attempt to derive source code from the Software, in whole or in part;
- B. Modify or remove any proprietary notices or markings on or in the Software;
- C. Violate or circumvent any technological use restrictions in the Software;

- D. Sell, loan, rent, lease, sublicense or distribute the Software;
- E. Provide access to the Software or allow use by any third party, other than Permitted Third Parties, without Licensor's prior written consent;
- F. Copy, republish, upload, post or transmit the Software in any way;
- G. Attack or attempt to undermine the security, integrity, authentication or intended operation of the Software;
- H. Create or permit others to create Internet "links" to the Software or "frame" or "mirror" the Software on any other server, wireless or Internet-based device;
- I. Use the Software to create other software, products or technologies unless using Development Tools as described in Section 5;
- J. Use the Software for high risk activities, including without limitation online control systems, or use in hazardous environments requiring fail-safe performance such as in the operation of nuclear facilities, aircraft navigation or communications systems, air traffic control, life support, weapons systems or in any other device or system in which function or malfunction of the Software could result in death, personal injury or physical or environmental damage;
- K. Use the Software for activities related to weapons of mass destruction, including but not limited to, activities related to the design, development, production or use of nuclear materials, nuclear facilities, nuclear weapons, missiles or support of missile projects, or chemical or biological weapons; and
- L. Use to Software for performing any illegal activities or support of any illegal activities

3. Transferability.

You may not transfer the Software to another person or entity without the express written permission of Flowis.

4. Third Party Software.

"Third Party Software" is software, including open source software, that is contained in or provided with the Software and is licensed by a third party under its own terms of use ("Third Party Terms"). Third Party Software is governed solely by the applicable Third Party Terms and not by this EULA.

5. Development Tools.

Software includes development tools, such as scripting tools, APIs or sample scripts (collectively "Development Tools"), and unless there is a separate agreement between You and Licensor for the Development Tools, You may use such Development Tools to create new scripts and code for the purpose of customizing Your use of the Software (within the parameters set forth in this EULA and in the Development Tools themselves) and for no other purpose.

6. Support Services Not Included.

If You purchase maintenance and support for Software, such services will be provided under a separate services agreement.

7. Termination.

This EULA automatically terminates at the end of Your subscription period unless You renew Your rights. Licensor may terminate this EULA if You or a Permitted Third Party commits a material breach of this EULA and fails to

cure such breach within thirty (30) days following Your receipt of notice of the breach from Licensor. This right to terminate applies accordingly if Licensor or the Reseller from whom You made Your purchase does not receive timely payment for the licenses to the Software. When this EULA terminates, all licenses granted automatically terminate and You must immediately cease use of the Software and return or destroy all copies of the Software.. Rights and obligations under Sections of this EULA that, by their nature should survive, will survive termination, as well as obligations for payment.

8. Warranty Disclaimer.

The Software is provided by Licensor under this EULA “As Is” without any warranties or conditions. To the maximum extent permitted by applicable law, Licensor: (a) makes no express warranties or conditions related to the Software; (b) disclaims all implied warranties and conditions related to the Software, including merchantability, fitness for a particular purpose, title, and non-infringement; and (c) disclaims any warranty or condition arising by statute, operation of law, course of dealing or performance, or usage of trade. Licensor does not warrant uninterrupted or error-free operation of the Software. This Section does not affect or modify any of the statutory warranty rights that are available to consumers.

9. Limitation of Liability.

9.1. Limitations on Damages. The limitations shall apply to all disputes, claims or controversies (whether in contract, tort or otherwise) between You and Licensor related to or arising out of: (a) this EULA; (b) the breach, termination or validity of this EULA; or (c) any Orders (each, a “Dispute”). In the absence of applicable Order Terms, the terms set forth in this Section shall apply to all Disputes.

The terms of this Section are agreed allocations of risk constituting part of the consideration for Licensor’s licensing of Software to You and will apply even if there is a failure of the essential purpose of any limited remedy, and regardless of whether a party has been advised of the possibility of the liabilities.

A. Limitation on Direct Damages. Except for Your obligation to pay for the Software, or for Your violation of License Conditions set forth herein or of Licensor’s intellectual property rights, the total liability of You and Licensor arising out of any Dispute is limited to the amount You paid for the Software that is the subject of the Dispute. Notwithstanding anything otherwise set forth above, Licensor has no liability for any direct damages resulting from Your use or attempted use of Third Party Software or Development Tools.

B. Disclaimer of Certain Other Damages. Except for Your obligation to pay for the Software, or for Your violation of License Conditions set forth herein or of Licensor’s intellectual property rights, neither You nor Licensor shall have any liability under this EULA for special, consequential, exemplary, punitive, incidental or indirect damages, or for lost profits, loss of revenue, loss or corruption of data, loss of use or procurement of substitute products or services

9.2. Regular Backups. You are solely responsible for Your data. You must back up Your data before Licensor or a third party performs any remedial, upgrade or other work on Your production systems. You acknowledge that it is a best practice to have more than one back up copy of Your data. If applicable law prohibits exclusion of liability for lost data, then Licensor will only be liable for the cost of the typical effort to recover the lost data from Your last available back up.

9.3. Limitation Period. Except as stated in this Section, all claims must be made within the period specified by applicable law. If the law allows the parties to specify a shorter period for bringing claims, or the law does not provide a time at all, then claims must be made within 18 months after the cause of action accrues.

10. Additional Terms.

10.1. Notices. The parties will provide all notices under this EULA in writing. You must provide notices by e-mail to info@flowis.com.

10.2. Waiver and Severability. Failure to enforce a provision of this EULA will not constitute a waiver of that or any other provision of this EULA. If a court of competent jurisdiction determines that any part of this EULA or document that incorporates this EULA by reference is unenforceable, that ruling will not affect the validity of all remaining parts.

10.3. Modifications. This EULA may only be modified in writing. Any changes that Licensor makes will only apply to Orders that occur after Licensor posts those changes online.

10.4. Governing Law and Jurisdiction. The governing law and jurisdiction provisions of the United States shall apply to this EULA.

10.5 Entire Agreement. You acknowledge that You have read this EULA, that You understand it, that You agree to be bound by its terms, and that this EULA, is the complete and exclusive statement of the agreement between You and Licensor regarding Your use of the Software. You represent that You did not rely on any representations or statements that do not appear in this EULA when accepting this EULA.