

## Flowis Limited Warranty and Disclaimer

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This warranty does not apply if the Software:

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Flowis will use commercially reasonable efforts to deliver to You Software free from any viruses, programs, or programming devices designed to modify, delete, damage or disable the Software or Your data.

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Flowis will, at its option: (a) use commercially reasonable efforts to remedy the non-conformity; (b) provide a workaround; or (c) if functionality is materially degraded and cannot be remedied within a reasonable time, refund fees paid for the affected Software for the three (3) months preceding Your notice. Remedy conditioned on timely written notice within the Warranty Period and reasonable assistance. For perpetual licenses, any refund shall not exceed amounts paid for the specific license.

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In no event will Flowis or its licensors be liable for the following, regardless of the theory of liability or whether arising out of the use or inability to use the Software or otherwise, even if a party been advised of the possibility of such damages:

- indirect, incidental, exemplary, special or consequential damages;
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- loss of revenue, profits, goodwill or anticipated sales or savings.

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