

## Flowis Software Hosting and License Agreement

IMPORTANT: THIS SOFTWARE HOSTING AND END USER LICENSE AGREEMENT ("AGREEMENT") IS A LEGAL AGREEMENT BETWEEN YOU AND FLOWIS. READ IT CAREFULLY BEFORE PURCHASING A SOFTWARE SUBSCRIPTION AND USING THE SOFTWARE. IT PROVIDES A LICENSE TO USE THE HOSTED VERSION OF THE SOFTWARE AND CONTAINS WARRANTY INFORMATION AND LIABILITY DISCLAIMERS. BY LOGGING IN YOUR INSTANCE OF THE HOSTED SOFTWARE, YOU ARE CONFIRMING YOUR ACCEPTANCE OF THE SOFTWARE / HOSTING SERVICE. AND AGREEING TO BECOME BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, THEN DO NOT LOGIN TO THE SOFTWARE AND NOTIFY FLOWIS IMMEDIATELY FOR AN IMMEDIATE TERMINATION OF SERVICE AND REFUND.

THIS AGREEMENT SHALL APPLY ONLY TO THE SOFTWARE AND HOSTING SERVICES SUPPLIED BY FLOWISA HEREWITH REGARDLESS OF WHETHER OTHER SOFTWARE OR SERVICES ARE REFERRED TO OR DESCRIBED HEREIN.

### 1. Definitions

(a) "Flowis" means Flowis s.r.o. a corporation with its principal place of business at Bottová 2/A, 811 09 Bratislava (Slovak Republic).

(b) "Software" means only the Flowis software program(s) and third-party software programs, in each case, supplied by Flowis herewith, and corresponding documentation, associated media, printed materials, and online or electronic documentation.

(c) "Software Edition" means the specific version of the Software that you have.

(d) "Hosting" means the service provided by Flowis to install and host the Software on a shared server that is publicly accessible to you over the Internet.

(e) "Subscription" means the combination of Software and Hosting provided by Flowis to you during the specified Subscription Period.

(f) "Subscription Period" means the period(s) during which a specified number of Users are licensed to use the Subscription pursuant to the purchased Software Edition.

(g) "Organization" means the legal entity purchasing the Subscription.

(h) "User(s)" means employees, representatives, consultants, contractors, agents or customers of Organization who are authorized to use the Subscription and have been supplied user identifications and passwords by Organization.

(i) "User Data" means all text, pictures, sound, graphics, video and other data provided by users of the Software.

(j) "Trial Subscription" means a time-limited evaluation Subscription provided at no cost to Organization for the purposes of evaluating the functionality of the Software.

(k) "Commercial Subscription" means a Subscription that is not a "Trial Subscription"

### 2. Hosting.

Hosting Services: Flowis will provide the following Software hosting services as part of a Commercial Subscription. Such services will be performed in a professional, workmanlike manner with a high grade of services, so that the Software is accessible to third parties as can be reasonably be required by Organization.

(a) Data Backup: Flowis will maintain a daily copy of the User Data stored in the Software as part of the Subscription.

(b) Data Downloads. Organization may request a copy of any and all User Data at any time. Flowis will make requested User Data available on its secure web site for Organization to download.

(c) Standards/Service Level Guarantees. Flowis's hosting standards will conform to the standards, service level guarantees and specifications set forth in Exhibit A.

(d) Security. Flowis will exercise industry-standard measure to prevent unauthorized access to the backup server sites, restricted areas of the Software and any databases or other sensitive material generated from or used in conjunction with the Software; and Flowis will notify Organization of any known security breaches or holes.

(e) Support. Flowis shall maintain an organization and be prepared with suitably qualified and competent personnel during its normal business hours to provide knowledgeable and timely support service in accordance with this Agreement. Under the terms of this Agreement, Flowis will provide to Organization support services as specified in Customer care policy.

In the case of a Trial Subscription, Flowis will NOT provide services (a), (b), (c) and (d) from the list defined in Section 2 above.

### 3. License Grants & Restrictions

(a) Flowis hereby grants Organization a non-exclusive, non-transferable right to use the Subscription, subject to the terms and conditions of this Agreement. All rights not expressly granted to Organization are reserved by Flowis and its licensors.

(b) During the period that Flowis provides web hosting services pursuant to Section 3, Organization hereby grants to Flowis a non-exclusive, non-sublicensable, royalty-free, worldwide license to store, reproduce, distribute and display the User Data only on or in conjunction with the Subscription. Organization grants no rights other than explicitly granted herein, and Flowis will not exceed the scope of its license.

Organization may use the Subscription only for Organization's business purposes and shall not: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third-party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Subscription or the data contained therein; or (v) attempt to gain unauthorized access to the Hosting service or its related systems or networks.

### 4. Your Responsibilities

Organization is responsible for all activity occurring on Flowis's servers and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with its use of the Subscription, including those related to data privacy, international communications and the transmission of technical or personal data. Flowis is responsible for providing the Hosting service and shall abide by all local, state, national and foreign laws, treaties and regulations applicable to it in connection with the Subscription, including those related to data privacy, international communications and the transmission of technical or personal data. Each party shall: (i) notify the other immediately of any unauthorized use of any password or account or any other known or suspected breach of security; and (ii) report to the other party immediately and use reasonable efforts to stop immediately any unauthorized copying or distribution of User Data that is known or suspected by either party. Organization shall not impersonate another Flowis customer or provide false identity information to gain access to or use the Subscription.

### 5. Account Information and Data

Flowis does not own or license any data, information or material that Organization submits to the Software in the course of using the Subscription ("User Data"). Organization, not Flowis, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all User Data, and Flowis shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any User Data, except as specifically required by this Agreement. In

the event this Agreement is terminated (other than by reason of Organization's breach), Flowis will make available to Organization a file of the User Data within 30 days of termination if Organization so requests at the time of termination.

## 6. Intellectual Property Ownership

(a) Flowis Software. The foregoing grants of rights give Organization limited license to use the Software. Except as expressly provided in this Agreement, Flowis and its suppliers retain all right, title and interest, including all copyright and intellectual property rights, in and to, the Software (as an independent work and as an underlying work serving as a basis for any improvements, modifications, derivative works, and applications you may develop), and all copies thereof. All rights not specifically granted in this AGREEMENT, International Copyrights, are reserved by Flowis and its suppliers.

(b) Ownership of User Data. As between Flowis and Organization, any data given to Flowis by Organization under this Agreement or otherwise ("Data"), and all User Data, will at all times remain the property of Organization or its licensor. Flowis will have no rights in such Data or User Data, other than the limited right to use such data for the purposes expressly set forth in this Agreement.

## 7. Charges and Payment of Fees

Organization shall pay all fees or charges to Organization's account in accordance with the fees, charges, and billing terms contained in any Order Form executed by Flowis. Payments shall be made as per written agreement. Organization is responsible for paying for all licenses for the entire Subscription Period, whether or not such licenses are actively used. Flowis reserves the right to modify its fees and charges and to introduce new charges at any time, upon at least 30 days prior notice to Organization, which notice shall be provided in writing. All pricing terms are confidential, and Organization agrees not to disclose them to any third party unless Flowis has made them publicly available beforehand.

## 8. Billing and Renewal

Flowis charges and collects in advance for use of the Subscription. Flowis will automatically renew and issue an invoice to Organization monthly or as otherwise set forth in any Order Form Organization has executed. Fees for other services will be charged on an as-quoted basis. Flowis's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and Organization shall be responsible for payment of all such taxes, levies, or duties.

Organization agrees to provide Flowis with complete and accurate billing and contact information. This information includes Organization's legal company name, street address, e-mail address, and name and telephone number of an authorized billing contact and License Administrator. Organization agrees to update this information within 30 days of any change to it. If the contact information Organization has provided is false or fraudulent, Flowis reserves the right to terminate Organization's access to the Subscription in addition to any other legal remedies.

If Organization believes its bill is incorrect, Organization must contact Flowis in writing within 60 days of the invoice date of the invoice containing the amount in question to be eligible to receive an adjustment or credit.

## 9. Non-Payment and Suspension

In addition to any other rights granted to Flowis herein, Flowis reserves the right to suspend or terminate this Agreement and Organization's access to the Subscription if Organization fails to pay any invoice when due and Flowis has provided Organization with written notice of such failure and Organization has failed to make

such payment within an additional thirty (30) days. Delinquent invoices (accounts in arrears) are subject to interest of 1.0% per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses of collection. Organization will continue to be charged for Subscription during any period of suspension. If Organization or Flowis initiates termination of this Agreement, Organization will be obligated to pay the balance due on Organization's account prior to the date of termination, computed in accordance with the Charges and Payment of Fees section above. Organization agrees that Flowis may bill Organization for such unpaid fees.

Flowis reserves the right to impose a reconnection fee in the event Organization is suspended and thereafter requests access to the Subscription. Organization agrees and acknowledges that Flowis has no obligation to retain User Data sixty (60) days after any termination of this Agreement.

## 10. Term and Termination

10.1. Monthly Subscriptions. For monthly subscriptions, this Agreement commences on the date Users first access the Subscription (the "Effective Date"). The Initial Term will be from the Effective Date for the period of one (1) calendar month. Unless either party provides written notice of non-renewal to the other party ten (10) days prior to expiration of the Initial Term, upon the expiration of the Initial Term any Order Form in effect under this Agreement will automatically renew for successive renewal terms of one calendar month.

10.2. Annual Subscriptions. For annual subscriptions, this Agreement commences on the date Users first access the Subscription (the "Effective Date"). The Initial Term will be from the Effective Date for the period of one (1) calendar year. Unless either party provides written notice of non-renewal to the other party ten (10) days prior to expiration of the Initial Term, upon the expiration of the Initial Term any Order Form in effect under this Agreement will automatically renew for successive renewal terms of one calendar year.

10.3. Subscription Rates. The rate specified in each Order Form shall continue to be the rate during any renewal term unless Flowis provides written notice to Organization of any price increase at least ten (10) days prior to the end of the current term.

10.4. Termination. Either party may terminate this Agreement due to a material breach of this Agreement by the other party, provided the party seeking termination first provides the breaching party written notice of the breach and thirty (30) days in which to cure the breach. After the Initial Term, either party also may terminate this Agreement for convenience, by notifying the other party in writing at least ten (10) days prior to the end of the current term. Termination (other than by reason of breach) does not affect any prepaid fees or charges provided by Organization to Flowis in accordance with section 7. Specifically, Flowis is not required to refund the fees paid by Organization for the current subscription period.

10.5. Data Retention. In the event this Agreement is terminated (other than by reason of Organization's breach), Flowis will make available to Organization a file of the Data within thirty (30) days of termination if Organization so requests at the time of termination and has paid Flowis, in full, for all services to that point. Organization agrees and acknowledges that Flowis has no obligation to retain the User Data, and may delete such User Data, more than sixty (60) days after any termination or expiration of this Agreement.

## 11. Termination for Cause

Any breach of Organization's payment obligations or unauthorized use of the Flowis Software or Subscription will be deemed a material breach of this Agreement. Flowis, in its sole discretion, may terminate Organization's passwords, accounts and/or access to the Subscription after providing the notice and right to cure provided in Section 10, if Organization breaches or otherwise fails to comply with this Agreement.

## 12. Representations & Warranties

Each party represents and warrants that it has the legal power and authority to enter into this Agreement. Flowis represents and warrants that it will provide the Subscription in a manner consistent with commercially reasonable industry standards reasonably applicable to the provision thereof. Organization represents and warrants that it has not falsely identified itself nor provided any false information to gain access to the Subscription and that Organization's billing information is correct.

## 13. LIMITED WARRANTY AND DISCLAIMER

(a) FLOWIS AND ITS SUPPLIERS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SUBSCRIPTION OR ANY DATA.

(b) FLOWIS AND ITS SUPPLIERS DO NOT REPRESENT OR WARRANT THAT THE USE OF THE SUBSCRIPTION WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA,

(d) FLOWIS PROVIDES NO REMEDIES OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, FOR TRIAL SUBSCRIPTIONS. TRIAL SUBSCRIPTIONS ARE EXPLICITLY PROVIDED "AS IS".

(e) EXCEPT AS SET FORTH IN THE FOREGOING LIMITED WARRANTY WITH RESPECT TO THE SUBSCRIPTION OTHER THAN TRIAL SUBSCRIPTIONS, FLOWIS AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALSO, THERE IS NO WARRANTY OF NON-INFRINGEMENT AND TITLE OR QUIET ENJOYMENT. FLOWIS DOES NOT WARRANT THAT THE SUBSCRIPTION WILL PERFORM ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION. THE SUBSCRIPTION IS NOT DESIGNED, INTENDED OR LICENSED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE CONTROLS, INCLUDING WITHOUT LIMITATION, THE DESIGN, CONSTRUCTION, MAINTENANCE OR OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, AND LIFE SUPPORT OR WEAPONS SYSTEMS. FLOWIS SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR SUCH PURPOSES.

(e) FLOWIS AND ITS SUPPLIERS DO NOT REPRESENT OR WARRANT THAT THE SUBSCRIPTION OR THE SERVER(S) THAT MAKE THE SUBSCRIPTION AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

(f) NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY FLOWIS, ITS DEALERS, DISTRIBUTORS, AFFILIATES, AGENTS OR EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY PROVIDED HEREIN.

## 14. Internet Delays

FLOWIS'S SUBSCRIPTIONS MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. FLOWIS IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS, EXCEPT TO THE EXTENT CAUSED BY FLOWIS'S GROSS NEGLIGENCE OR WILFULL MISCONDUCT.

## 15. LIMITATION OF LIABILITY

(a) NEITHER FLOWIS NOR ITS SUPPLIERS SHALL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, COVER OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR THE INABILITY TO USE EQUIPMENT OR ACCESS DATA, LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION OR THE LIKE), ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SOFTWARE AND BASED ON ANY THEORY OF LIABILITY INCLUDING BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF FLOWIS OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

(b) FLOWIS'S TOTAL LIABILITY TO YOU FOR ACTUAL DAMAGES FOR ANY CAUSE WHATSOEVER WILL BE LIMITED TO THE GREATER OF \$500 OR FOR THREE (3) MONTHS FEES FOR THE SUBSCRIPTION.

(c) THE FOREGOING LIMITATIONS ON LIABILITY ARE INTENDED TO APPLY TO THE WARRANTIES AND DISCLAIMERS ABOVE AND ALL OTHER ASPECTS OF THIS AGREEMENT.

## 16. Confidential Information

Flowis may have access to and special knowledge of Organization's business affairs and related information and User Data disclosed to it or known to it as a consequence of providing the Subscription to Organization, which is considered to be trade secret, proprietary, confidential and/or sensitive ("Confidential Information"). Flowis agrees not to use Confidential Information except for Organization's benefit in the course of performing services for Organization, and not to disclose Confidential Information to any third party without Organization's prior written consent, except as required by law. Upon expiration or termination of this Agreement Flowis will return or destroy (at Organization's request) any of Organization's Confidential Information.

## 17. (European Union) General Data Protection Regulation

The General Data Protection Regulation (GDPR) was created to align the data privacy laws across all EU countries. The GDPR came into effect in replaces the Data Protection Directive 95/46/EC. A major update within the GDPR is that the processing of any EU citizens' information is now protected, regardless of whether the information processing is done within the EU or not, and regardless of where the data controller is located.

If Organization captures, stores, or processes EU citizen's data as part of the User Data being hosted by Flowis during the provision of the Subscription, Organization hereby consents to be bound by the additional Terms and Conditions of the GDPR.

Flowis may amend the Agreement to the extent necessary due to any mandatory new requirements following from the EU Regulation 2016/679 (GDPR) and pursuant to its Irish implementation.

## 24. General

The parties will provide all notices under this EULA in writing. You must provide notices by e-mail to [info@flowis.com](mailto:info@flowis.com)

This AGREEMENT shall be governed by law and jurisdiction provisions of Slovakia.

This AGREEMENT contains the complete agreement between the parties with respect to the subject matter hereof. The failure or delay of Flowis to exercise any of its rights under this AGREEMENT or upon any breach of this AGREEMENT shall not be deemed a waiver of those rights or of the breach.

If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, that provision will be enforced to the maximum extent permissible, and the remaining provisions of this Agreement will remain in full force and effect.

## EXHIBIT A - Subscription Availability

1. Flowis guarantees uptime based on the hosting package selected by Organization:

- (a) premium package: 99% availability – various data center across the globe and load balancing
- (b) standard package: max 30min downtime – primary data center, mirrored back-up server
- (c) basic package: max 4 hours downtime – one data center, daily back-ups.

2. Organization will not receive any credits under this Agreement in connection with any failure or deficiency of Subscription availability caused by or associated with:

- (a) circumstances beyond Flowis's reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, virus attacks or hackers, failure of third party software (including, without limitation, ecommerce software, payment gateways, chat, supplies, or free scripts) or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of this AGREEMENT;
- (b) Failure of access circuits to the Flowis's Network, unless such failure is caused solely by Flowis;
- (c) Scheduled maintenance and emergency maintenance and upgrades;
- (d) Domain Name Server ("DNS") issues outside the direct control of Flowis;
- (e) Issues with FTP, POP, or SMTP Flowis access;
- (f) False Agreement breaches reported as a result of outages or errors of any Flowis measurement system;
- (g) Organization's acts or omissions (or acts or omissions of others engaged or authorized by Organization), negligence, willful misconduct, or use of the Subscription in breach of Flowis Terms and Conditions;
- (h) E-mail or webmail delivery and transmission;
- (i) DNS propagation;
- (j) Outages elsewhere on the Internet that hinder access to Organization's account. Flowis is not responsible for browser or DNS caching that may make Organization's site appear inaccessible when others can still access it. Flowis will guarantee only those areas considered under the control of Flowis. Flowis server links to the Internet, Flowis's routers, and Flowis's servers.