

SOFTWARE TRIAL END USER LICENSE AGREEMENT

1. Scope of Application

- 1.1 The **Licensor** under this Software Trial End User Agreement is **Flowable AG**, Seilerstrasse 8, 3011 Bern, Switzerland, a company limited by shares under Swiss law.
- 1.2 The present Software Trial End User License Agreement ("**Trial EULA**") shall apply to the unsupported free trial licenses of Licensor's Software "Flowable Work" or "Flowable Engage".
- 1.3 By entering into this Trial EULA, you ("**Licensee**") consent to the present Trial EULA and agree to use the Licensed Software only during the defined trial period as stated hereinafter ("**Trial Period**") according to the terms of this Trial EULA.
- 1.4 Upon receipt of the license request, Licensor shall assess that Licensee qualifies for receiving a free trial license under this Trial EULA and inform Licensee (by e-mail, respectively other means) accordingly. Subject to, and upon Licensor confirming that Licensee qualifies for receiving a free trial license, the present Trial EULA enters into force. Licensee will obtain a link to a website where the Licensed Software (as hereinafter described) can be downloaded. For the avoidance of doubt, Licensor is under no obligation to provide a free trial license and to enter into this Trial EULA with any party and Licensor may reject Licensee's request with or without stating the reasons for such rejection. In no event is a Licensee entitled to obtain a free trial license more than once.
- 1.5 For the avoidance of doubt, Licensor does not provide any support, maintenance or other services under this Trial EULA. Any maintenance, technical or other services to be provided by Licensor or an Affiliate of Licensor in support of the use of the Licensed Software during the Trial Period is subject to a separate subscription to such services by separate contract.

2. Definitions

For the purpose of this Trial EULA the following terms shall have the following meaning:

"Affiliate" shall mean, in respect of each Party, any corporation or entity directly or indirectly controlled by, or under common control with, or controlling, such Party, whereby "control" means ownership, directly or indirectly, of 50% or more of the voting rights.

"Effective Date" shall mean, in respect of each Licensed Software, the date on which the Licensed Software has been provided by the Licensor for download.

"Flowable Work" or "Flowable Engage" shall mean the software products as further described and specified in the Product Description (as hereinafter defined).

"Licensed Software" shall mean the specific software product(s) provided by the Licensor for download, including, as the case may be (at Licensor's choice and discretion), New Releases. The Licensed Software includes any product documentation listed in the Product Description (as hereinafter defined).

"Licensed User" shall mean a named user with login credentials for the relevant Licensed Software.

"New Release" shall mean an update, upgrade or new version of a Licensed Software delivered by Licensor or an Affiliate of Licensor.

"OSS" shall mean any software which is subject to free and/or open-source software licence terms, including the Apache License, BSD license, GNU General Public License, MIT License etc.

"Product Description" shall mean the description provided in this Trial EULA.

"Territory" shall mean worldwide, provided, however, that Licensee shall comply with all applicable laws only, including, without limitation, applicable export controls laws.

"Trial EULA" shall mean this Software Trial End User License Agreement and all schedules thereto, as amended from time to time.

"Trial Period" shall mean a period of up to 30 (thirty) days for "Flowable Work" or "Flowable Engage", following the Effective Date.

Further terms are defined throughout the Trial EULA.

3. License

- 3.1. Licensor agrees to grant, and hereby grants, to Licensee a non-exclusive, non-transferable, not sub-licensable license to use the Licensed Software for non-production purposes (evaluation, testing & certification, demonstration) only of

Licensee and Licensee's Affiliates during the Trial Period in the Territory ("**License**"). Licensee ensures for the use of the Licensed Software compliance with all applicable laws, including, without limitation, applicable export controls laws.

- 3.2. This Trial EULA is free of cost.
- 3.3. The License is not limited to Licensed Users and Licensed Instances. The License is limited to the licensed scope according to Clause 3.1. Licensee has the right to make the number of copies necessary for such use. In addition, Licensee has the right to make copies for back-up and disaster recovery purposes.
- 3.4. Licensee hereby undertakes to refrain, and to ensure that its Affiliates refrain, from making any copies or use, from any other exploitation, and from permitting any use, of the Licensed Software (including documentation), except as explicitly permitted under this Clause 3. Nothing herein has the effect of transferring, or granting any rights in respect of, any copyrights or other intellectual property rights in the Licensed Software except that Licensee shall be granted the contractual right to make use of the Licensed Software in accordance with the License. Licensor remains free to assign or transfer intellectual property rights in the Licensed Software provided the rights of Licensee are not affected thereof.

4. Download of the Licensed Software

- 4.1. The Licensed Software is downloadable as described in Clause 1.4 hereinabove.
- 4.2. The Licensed Software will be provided in machine code form only. Where Licensor decides, at its sole discretion, to make the source code available, the source code may be used for reference purpose only. Licensee hereby undertakes not to copy, modify or alter the source code (except for Flowable Core) and, upon request, to destroy the source code (and confirm destruction) immediately.

5. Third Party Licenses and other Dependencies

- 5.1. The License and the use of the Licensed Software according to the License is subject to (i) certain system and equipment requirements and (ii) licenses from

third parties, including certain OSS licenses ("**Third Party Licenses**"; together with system and equipment requirements, hereinafter "**Dependencies**").

- 5.2. Licensee is aware of the fact that the Licensed Software incorporates such Third Party software that is subject to own independent Third Party Licenses. Licensor shall inform and make these components and related license terms available in writing or electronically at Licensee's prior written request. By entering into this Agreement, Licensee confirms that it had satisfactory opportunity to be informed about these third party software elements and the Third Party Licenses.
- 5.3. The same as stipulated above in section 5.1. and 5.2. shall apply for any New Release. Upon prior written request Licensee will be provided with information about the third party software and Third Party Licenses included in the New Release. It is Licensee's responsibility to familiarize itself therewith before downloading the New Release.

Licensee shall fully indemnify and hold harmless Licensor and Licensor's Affiliates from any claims from third parties arising from Licensee's or Licensee's Affiliates' non-compliance with Third Party Licenses.

- 5.4. In case Licensee or an Affiliate does *not* agree with any of the Dependencies in a release announcement, Licensee hereby agrees to refrain from downloading the relevant New Release.

6. Representations and Warranties

- 6.1. Given that this Trial EULA is free of cost for Licensee, Licensor provides no representations or warranties, whether express, implied, statutory or otherwise regarding or relating to the Licensed Software and, to the maximum extent permitted under applicable law, Licensor hereby disclaims any and all representations and warranties and in particular any representation or warranty of merchantability, fitness for a particular purpose or non-infringement.
- 6.2. In the event of a breach of a representation or warranty which cannot be validly excluded due to mandatory applicable law, Licensor's sole obligation, and Licensee's exclusive remedy, shall be limited – to the extent permitted by applicable law – to Licensor or, at Licensor's choice, an Affiliate of Licensor repairing the defect or replacing the defective Licensed Software.

7. Exclusion of Liability

To the maximum extent permitted by applicable law, Licensors hereby disclaims any and all liability for damages of any kind in connection with, or arising of, the Licensed Software. In particular, without limitation, Licensors and Licensors's Affiliates shall in no event be liable for any indirect damages, loss of profits, loss of use, business interruption, loss of data or for any punitive, special, incidental or consequential damage of any kind whether alleged as a breach of contract or tortious conduct or otherwise.

8. Termination

- 8.1. This Trial EULA is entered into for a fixed term (Trial Period), except if terminated before according to Clauses 8.2 or 8.3. Upon expiry of the Trial Period, the Trial EULA shall end automatically.
- 8.2. Each Party may terminate this Trial EULA by giving notice in writing to the other Party if the non-terminating Party commits a material breach of this Trial EULA and has failed to cure such breach within thirty (30) days following a request from the notifying Party to do so. For the avoidance of doubt, breach of the terms of the License or of a Third Party License shall be considered a material breach under this Trial EULA. A violation of this Trial EULA by an Affiliate of Licensee qualifies as a breach by Licensee.
- 8.3. Licensors may terminate this Trial EULA at any time with immediate effect by giving notice in writing to the Licensee if Licensee or an Affiliate of Licensee is acquired by a competitor of Licensors, whereas for the purposes of this clause acquiring shall mean that (i) the competitor directly or indirectly holds more than 33% of the voting rights or of the shares (or similar rights) in Licensee or an Affiliate of Licensee or (ii) the competitor and Licensee or an Affiliate of Licensee merge, or (iii) the competitor acquires ownership in all or a substantial part of Licensee's or a Licensee's Affiliate's business.
- 8.4. Upon expiration of the Trial Period the License expires immediately and the Licensee's and Licensee's Affiliates' entitlement to use the Licensed Software ends automatically (except for Flowable Core).

9. Confidentiality

- 9.1. The Parties acknowledge that they may, in the course of performing this Trial EULA, obtain information relating to the other Party, which is of a confidential or proprietary nature ("**Confidential Information**"). Confidential Information includes information, data and materials concerning Licensor's or Licensee's business, products, projects, strategies, employees, customers, designs, pricing, research, development activities as well as computer programs, drawings, algorithms, know-how, formulas, processes, ideas, inventions and other information which by its nature can be reasonably expected to be proprietary or confidential, whether it is presented in oral, written, graphic or photographic or other form. The Licensed Software, and in particular, without limitation, the source code, are Confidential Information of Licensor.
- 9.2. The Parties shall not disclose Confidential Information of the other Party to any third party and shall protect such information at all times against unauthorized disclosure or access. The Parties shall refrain from using Confidential Information of the other Party for any purposes other than as necessary to carry out their duties under this Trial EULA. Each Party may, however, disclose any Confidential Information to third parties to the extent necessary to exercise and enforce its rights under this Trial EULA or as required by law or regulations. Both Parties shall be entitled to share Confidential Information with their Affiliates, provided, however, that each Party remains responsible for its Affiliates' compliance with this confidentiality clause.
- 9.3. The obligations of confidentiality shall not apply to information which (i) is in the public domain, except where such information being in the public domain is the result of a Party's breach of this Trial EULA, (ii) was already in the receiving Party's possession prior to disclosure hereunder, (iii) is obtained by the receiving Party on a non-confidential basis from a third party who has the right to disclose such information, or (iv) was developed by the receiving Party without any use of any of the Confidential Information, as can be proven by the receiving Party.
- 9.4. This confidentiality clause survives the Trial Period for an additional period of five years. In respect of the source code, the clause remains in force until the entire source code has become publicly available without that an act or omission on the side of Licensee or an Affiliate of Licensee contributed to the source code becoming publicly available.

10. Miscellaneous

- 10.1. Neither Party may assign this Trial EULA, in whole or in part, without the prior written consent of the other Party. Licensor shall, however, be entitled to transfer this Trial EULA, or parts thereof, to any Affiliate or to a purchaser of all, or substantially all, of its assets. Subject to the foregoing, this Trial EULA is binding upon, inures to the benefit of and is enforceable by, the Parties and their respective permitted successors and assigns.
- 10.2. The invalidity or unenforceability of individual parts of this Trial EULA shall have no impact on the validity of the Trial EULA as a whole. The Parties agree that if any provision or part of a provision of this Trial EULA shall under any circumstances be invalid, inoperative or otherwise not enforceable, the Trial EULA as a whole shall remain valid and the invalid, inoperative or unenforceable provision or part of a provision shall be deemed replaced by a provision which corresponds to the widest extent possible to the invalid, inoperative or unenforceable provision or part of a provision without being invalid or inoperative itself.
- 10.3. This Trial EULA shall in all respects be governed by, and construed and interpreted in accordance with, the laws of Switzerland, excluding its conflict of laws rules and excluding the UN Convention for the International Sale of Goods. The Parties submit to the exclusive jurisdiction of the competent courts in the City of Zurich, Switzerland, for all disputes arising out of, or in connection with, this Trial EULA.

Flowable Products Description

Flowable provides a range of products for different business uses, which must be each separately licensed under Flowable's End User Software License and Services Agreement (EULA), see Schedule 1 (Product Schedule) of the EULA.

"Flowable Commercial Software" means Flowable-branded software, in object code format, that is licensed and distributed under Flowable's EULA. **"Flowable Community Software"** means Flowable's open source software separately distributed and licensed under the Apache 2.0 license.

General Requirements:

The detailed features of the individual Flowable Products are described in the respective product manuals (User Documentation). This User Documentation is integral part of the respective Flowable Product delivery.

The minimum requirements for the use of all Flowable Products are set out in the respective User Documentation. They are binding and must always be followed.

The recommended hardware requirements depend on the number of users, the use cases implemented with the application, as well as the use of specific product features.

Flowable Products:

At the time of signing this present contract, the current Flowable Products are:

1. **Flowable Core** is the Community Software and comprises the open source BPMN, CMMN and DMN engines with their dependent libraries and other third-party open source (OSS) libraries (dependencies). The binary and source code can be downloaded at www.flowable.org. The source code for Flowable Core is licensed under Apache 2.0 open source terms.

Specific requirements are stated and published on: documentation.flowable.com > Administration > Installation > Flowable Core Quick Installation Guide.

2. **Flowable Design** is a commercially licensed software in form of a graphical model designer for case, process, form and other application models. It allows users to define models that can be executed by the appropriate, separately to be licensed, Flowable products at runtime.

Specific requirements are stated and published on: documentation.flowable.com > Administration > Installation > Flowable Design Installation Guide.

3. **Flowable Forms** is a commercially licensed software that in form of a generic engine that allows declarative forms to be rendered in a web browser as user interfaces.

4. **Flowable Control** is a commercially licensed software in form of an application for administration and monitoring of other appropriate (not licensed/separately to be licensed) Flowable Products.
Specific requirements are stated and published on: documentation.flowable.com > Administration > Installation > Flowable Control Installation Guide.

5. **Flowable Platform** is a commercially licensed software that provides a micro-services backend for case, process, task and content management.
Flowable Platform exposes the micro-services through a REST interface.

Specific requirements are stated and published on:
documentation.flowable.com > Administration > Installation > Flowable Work Installation Guide > Prerequisites

6. **Flowable Work** is a commercially licensed software that provides a complete case, process, task and content management solution with a user interface that allows users to access the items with a dash board. Flowable Work permits users to interact case, process, task and content management solutions with designed forms.

Specific requirements are stated and published on:
documentation.flowable.com > Administration > Installation > Flowable Work Installation Guide > Prerequisites

7. **Flowable Engage** is a commercially licensed software that provides rich, secure enterprise chat application services with a user interface. Flowable Engage allows integration of external messaging products (not part of the standard product offering).

Specific requirements are stated and published on:
documentation.flowable.com > Administration > Installation > Flowable Engage Installation Guide > Prerequisites