

## BIZAGI END USER LICENSE AGREEMENT – BIZAGI AUTOMATION SERVER

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1. **General.** This EULA is a legal agreement between You (either an individual or a single entity) and Bizagi Group Ltd or one of its subsidiaries (“Bizagi”). This EULA governs the Software, which includes computer software (including online and electronic documentation) and any associated media and printed materials. This EULA applies to license keys, updates, supplements, add-on components, and governs any product support services relating to the Software.
2. **License Grant.** Under the terms and conditions of this EULA, Bizagi grants You the non-exclusive, non-transferable, non-sublicensable right to use the enclosed software program, in object code form only during the term (as further described in Section 6 of this EULA). Bizagi grants You the following rights, conditioned on your compliance with all the terms and conditions of this EULA:
  - a. You may install a copy of Bizagi Automation Server on any number of servers. No server license needs to be obtained.
  - b. **User License.** You need to obtain a separate User License for each individual person (“User”) that accesses or uses the Bizagi Automation Server directly or indirectly on a production server. A User License gives a User the right to participate in a running process and to access or use the services of the Bizagi Automation Server. A User License is unique to a person and may not be shared, nor may it be reassigned other than for the permanent transfer of user rights to another person.
  - c. **Non-Production User Licenses.** For each User License You purchase You have the right to use one Non-production User License. You are not permitted to use Non-production User Licenses for production use (including but not limited to processing of production data or for transferring data to any production business system) and your use of these licenses must be strictly limited to product evaluation, development, testing, quality assurance activities or disaster recovery. The evaluation period is not limited in time. You have the option to convert your evaluation rights to subscription or perpetual rights by purchasing licenses and activating them.
  - d. **Initiator License.** An Initiator License is an alternative to User Licenses for external users. External users are users who are not your employees or onsite contractors. You need to

obtain a separate Initiator License for each external user that accesses or uses the Bizagi Automation Server directly or indirectly. It is a restricted license and gives external users the right to initiate cases and participate in subsequent activities (e.g. enter additional info, adjust/update existing information or documents) of the same process instance (case) they initiated. An Initiator License permits access of an external user, as long as that access is for your benefit and not the external user's. You may not use Initiator Licenses to provide service bureau, hosting services, or any sort of commercial information technology services to third parties, or transfer the Software to a third party, unless otherwise agreed to in writing by Bizagi.

- e. No "Multiplexing" or "Pooling." Use of software or hardware that reduces the number of Users directly accessing or utilizing the Bizagi Automation Server (sometimes called "multiplexing" or "pooling" software or hardware) does not reduce the number of User Licenses or Initiator Licenses required; the required number of User Licenses or Initiator Licenses would equal the number of distinct inputs (named or unnamed Users) to the multiplexing or pooling software or hardware "front end."
3. **License Key.** Upon acceptance of this EULA, You will receive a License Key that will enable You to activate or operate the Software. You may not relicense, reproduce or distribute any License Key. Activation is mandatory and associates the use of the Software with a specific customer installation (server or servers). During activation, the Software will send information to Bizagi. This information includes the Software version, the License Key, language and Internet protocol address. By using the Software, You consent to the transmission of this information. You can activate the Software by Internet or offline.
  4. **Ownership.** Bizagi or its licensors own the title, copyright and other intellectual property rights in the Software, and no title to the Software or such intellectual property rights is transferred to You. Thus, You will not acquire any rights of ownership to the Software except the limited license to use the Software as expressly set forth in this EULA, and Bizagi and its licensors retain all other rights. You agree not to alter or remove the copyright notice, or any other notices of proprietary rights, that appear on and in the Software. All right, title and interest in the Software, and unless specified otherwise, in any ideas, know how, work product and programs which are developed by Bizagi in the course of providing any support and maintenance or professional services, including any enhancements or modifications made to the Software, shall at all times remain the property of Bizagi.
  5. **License Restrictions.** You may not modify or alter the Software in any way. You may not disassemble, decompile or reverse engineer the Software in order to obtain the source code, which is a trade secret of Bizagi. You may not lease, sublicense or otherwise rent the Software and accompanying documentation to any third-party. You are not authorized to use the Software to provide commercial IT services to any third party, to provide commercial hosting or timesharing, or to sublicense, rent, or lease the Software. You shall not cause or permit others to perform or disclose any benchmark or performance tests of the Software. You may not access or use the Software in any way that is adverse to Bizagi's then-current acceptable use policy. You shall ensure that the number of Users using the Software does not exceed the authorized

number. Therefore, You shall notify Bizagi as soon as You become aware of any unauthorized use of the Software by any person.

6. **Term.** If You licensed the Software on a perpetual basis, the term of the license perpetual, unless terminated as set forth in this EULA. If You licensed the Software on a subscription basis, your rights to use the Software are limited to the subscription period. If licensed on a subscription basis, upon expiration, the subscription term shall automatically renew for terms equal in length to the immediately preceding term, unless either Party provides written notice of non-renewal at least forty-five (45) days prior to the end of the then current subscription term.

In any case You may terminate the license by destroying the Software and accompanying documentation and all copies thereof. If you terminate the license under the terms of this section, Bizagi shall have no obligation to reimburse any paid fees. This license will also terminate if You fail to comply with any term or provision of this EULA. You agree upon such termination to cease all use of the Software and destroy the Software and accompanying documentation and all copies thereof.

7. **Academic Software.** To use Software identified as “Academic Software” You must be a not-for-profit college, university, or institution of higher education. You have the right to use free of charge a maximum of twenty (20) User Licenses in each Bizagi installation. Users must be students, faculty or staff members authorized by You to use the Software while performing duties within the scope of their employment or assignment. You can use the Software for non-commercial, teaching purposes only, including conducting academic research.
8. **Consent to use of data.** You agree that Bizagi may collect and use technical information that is gathered periodically to facilitate the provision of Software updates, product support and other services to You (if any) related to the Bizagi Software, and to verify compliance with the terms of this EULA. Bizagi may use this information solely to improve our products or to provide services or technologies to You and will not disclose this information in a form that personally identifies You.

## 9. Software Maintenance

- a. Bizagi provides Software maintenance which includes: new product versions to keep Bizagi up-to-date, service packs, and basic technical support (No SLAs), for the contracted term (“Software Maintenance”).
- b. Software Maintenance is included during the subscription term for Software purchased on a subscription basis. For Software purchased on a perpetual basis, Software Maintenance must be purchased at least for the first year (initial term) for each new license You purchase. After the initial term, the Software Maintenance shall automatically renew for terms equal in length to the immediately preceding term, unless either Party provides written notice of non-renewal at least forty-five (45) days prior to the end of the then current term. Additional users may be added during the Software Maintenance term, and they are subject to the following: (i) Software Maintenance for added users will be coterminous with the preexisting Software

Maintenance term (either initial Software Maintenance term or renewed Software Maintenance term); (ii) in this case the Software Maintenance fee will be calculated on a pro-rata basis.

- c. Reinstatement of Software Maintenance** Notwithstanding the automatic renewal clause set forth above, if Software Maintenance lapses for any period of time as a result of Customer's non-renewal or failure to pay the applicable Software Maintenance fees, Bizagi shall be entitled to immediately terminate or suspend all Software Maintenance without notice and shall be entitled to Software Maintenance fees retroactive to the Renewal Term start date for any Software Maintenance service provided.

If Software Maintenance is terminated or expires, the Parties may agree in writing to subsequently renew or reinstate Software Maintenance for a Renewal Term of at least twelve months from the date of such renewal. In such case, as a prerequisite to renewal, Customer shall pay at a minimum all Software Maintenance fees and that would have been due had Software Maintenance not terminated or expired and may be required to pay additional reinstatement fees.

- d.** All technical support is provided by Bizagi via a Web-based support platform only, there is no guaranteed response time, and technical support is limited to issues or questions resulting directly out of the operation, implementation or use of the Bizagi Software. Consequently, generic inquiries, general consulting services, automation assistance, or other general advices are not included.
- e.** As part of the Software Maintenance, You may also report any problem or error with the Software using the Web-based support platform. In its sole discretion, Bizagi may elect to correct or provide a usable work-around solution in an upcoming maintenance release or update, which is made available at certain times at Bizagi's sole discretion. If Bizagi, in its discretion, requests written verification of an error or malfunction discovered by You or requests supporting example files that exhibit the Software problem, You shall promptly provide such verification or files via the Web-based support platform, setting forth in reasonable detail the respects in which the Software fails to perform. You shall use reasonable efforts to cooperate in diagnosis or study of errors. Bizagi is not obliged to fix errors. Maintenance releases, updates and upgrades may or may not include additional features.
- f.** Bizagi will use commercially reasonable efforts to respond via the Web-based support platform to all inquiries and requests within forty-eight (48) hours during Bizagi's business hours (Monday-Friday, 8am– 6pm GMT-5) and to provide work-arounds to errors reported in the Software.
- g.** Updating Bizagi Software may require updates of software not covered by this EULA before installation. Any such updates of the operating system and application software not specifically covered by this EULA are your responsibility and will not be provided by Bizagi. Bizagi's support obligations under this section are contingent upon your proper use of the Bizagi Software and your compliance with the terms and conditions of this EULA at all times. Bizagi shall be under no obligation to provide the above technical

support if in Bizagi's opinion, the Bizagi Software has failed due to the following conditions: (i) alterations, modifications or attempts to change the Bizagi Software without Bizagi's written approval; (ii) your failure to maintain the Bizagi Software at Bizagi's specified release level.

- h. It will be your sole responsibility to: (i) comply with all Bizagi-specified operating and troubleshooting procedures and then notify Bizagi immediately of Bizagi Software malfunction and provide Bizagi with complete information thereof; (ii) provide for the security of your confidential information; (iii) establish and maintain backup systems and procedures necessary to reconstruct lost or altered files, data or programs.
  - i. Bizagi reserves the right not to continue offering technical support for some of its products, after 5 years since their initial release. In the event that Bizagi decides to do so, Bizagi will give notice by means of an announcement on the following link: <https://www.bizagi.com/en/buy/bizagi-support-life-cycle> with at least 12 months in anticipation. Such announcement will contain the date upon which the product will no longer have technical support, and information regarding the migration options. These publications are subject to change.
- 10. Limited Warranty.** Bizagi warrants that the Software will perform substantially in accordance with the documentation for a period of ninety (90) days counted from the date the purchase order has been confirmed by Bizagi. The Software is being supplied "as is", Bizagi does not guarantee that the Software will operate error-free or uninterrupted, or that Bizagi will correct all Software errors. The warranties indicated herein are exclusive and Bizagi grants no other warranties, including but not limited to warranties of merchantability and fitness for a particular purpose.

For any breach of the license warranty, your exclusive remedy and Bizagi's entire liability shall be the correction of the problems or errors with the Software that caused the breach of warranty, or, if Bizagi cannot substantially correct the problems or errors in a commercially reasonable manner, You may end this license and Bizagi will refund a pro-rata amount (for the remainder of the term) of any fees that customer paid to Bizagi for the license in advance, as well as the fees paid for any unused maintenance services for the period following the effective date of termination. The reimbursements indicated herein will be paid within sixty (60) business days from the date the license is terminated.

- 11. Warranty Disclaimer.** THE EXPRESS WARRANTIES SET FORTH IN THIS EULA ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW ALL SUCH OTHER WARRANTIES ARE HEREBY DISCLAIMED AND EXCLUDED BY BIZAGI AND ITS SUPPLIERS. Some jurisdictions do not allow certain disclaimers and limitations of warranties, so portions of the above limitations may not apply to You. This limited warranty gives You specific rights and You may have other rights, which vary from state to state, country to country.

- 12. Limitation of Liability.** IN NO EVENT SHALL BIZAGI OR ITS SUPPLIERS BE LIABLE TO YOU FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY SPECIAL, INDIRECT, INCIDENTAL OR

CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SOFTWARE, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, BUSINESS, DATA, GOODWILL, OR ANTICIPATED SAVINGS, EVEN IF ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. IN NO EVENT WILL BIZAGI'S AGGREGATE LIABILITY FOR DIRECT DAMAGES TO PROPERTY OR PERSON (WHETHER IN ONE INSTANCE OR A SERIES OF INSTANCES) EXCEED THE AMOUNT PAID BY YOU FOR THE SOFTWARE OUT OF WHICH SUCH CLAIM AROSE. In those jurisdictions that do not allow the exclusion or limitation of damages, Bizagi's liability shall be limited or excluded to the maximum extent allowed within those jurisdictions.

- 13. Intellectual Property Rights Indemnity:** Bizagi will defend and indemnify You against any third-party claim that the Bizagi Software infringes the copyright or patent of any third party. However, Bizagi shall have no obligations under Section 14 or any other liability for any claim of infringement or misappropriation resulting or alleged to result from: (a) any modification, alteration or enhancement to the Software by any person or entity other than Bizagi; (b) any use of the Software by You in any manner for which the Software was not designed; (c) the combination, operation or use of the Software or any part thereof in combination with any equipment, software, data or documentation not approved by Bizagi; (d) materials, items, resources, or services provided or performed by You (whether or not used in connection with or incorporated into the Software); and (e) if You continue the allegedly infringing activity after being notified thereof or after being informed of and provided with modifications that would have avoided the alleged infringement.
- 14.** In the event an infringement or misappropriation claim as described in this Section 14 arises, or if Bizagi reasonably believes that a claim is likely to be made, Bizagi shall have the right, at its sole option and in lieu of indemnification, to: (a) modify the applicable portion of the Software to become non-infringing but functionally equivalent; (b) replace the applicable portion of the Software with material that is non-infringing but functionally equivalent; (c) obtain for You the right to use the applicable portion of the Software upon commercially reasonable terms; or (d) remove the infringing or violative aspect of the Software if it can be removed without material degradation of the Software. This Section 14 sets forth Customer's sole and exclusive remedy and Bizagi's entire liability with respect to Intellectual Property Rights infringement or misappropriation claims, including patent or copyright infringement claims and trade secret misappropriation.
- 15. Export Restrictions.** The Software may be subject to export control laws and regulations of the U.S. and applicable countries, including but not limited to regulations of the U.S. Bureau of Export Administration, prohibiting export of goods, directly or indirectly to "embargoed" countries. You will ensure that a) the ultimate destination of the Software is not a destination in violation of any such law or regulation; (b) the ultimate end-user is not a person or entity on the "denied persons list" and (c) the end-user intended use does not violate any regulations regarding Diversion, Nuclear Proliferation, Missile Technology or Chemical or Biological Weapons.
- 16. Excluded Services.** This EULA shall not apply to your use of cloud services, or professional services that you purchase from Bizagi, nor to any software offered as Freeware ("Excluded

Services”). All such Excluded Services are governed exclusively by the terms of the agreement that you have executed or accepted, that covers such Excluded Services.

#### **17. Miscellaneous.**

- a.** Severability. If any provision of this EULA is invalid or unenforceable under applicable law, then it shall be, to that extent, deemed omitted and the remaining provisions will continue in full force and effect.
- b.** Monitoring. Bizagi shall have the right to monitor and audit your use of the Software, no more than two (2) times per year, upon reasonable advance notice, by any means, including, without limitation, remote means, to verify your compliance with the terms of this EULA. You shall be responsible for ensuring that your employees and independent contractors comply with the terms of this Agreement.
- c.** Governing Law. This EULA, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with (a) if you acquired the Software in the United Kingdom, the laws of England and Wales; (b) if you acquired the Software in Germany, the laws of Germany; (c) if you acquired the Software in Spain, the laws of Spain; (d) if you acquired the Software in Colombia, the laws of Colombia; and (e) if you acquired the Software in any other location, the laws of Delaware in the United States, in each case without reference to the principles of conflicts of law that would apply the substantive laws of another jurisdiction. The application of the United Nations Convention on Contracts for the International Sale of Goods to this EULA is hereby expressly excluded
- d.** Entire Agreement. This EULA sets forth the entire understanding and agreement between You and Bizagi.
- e.** Assignment: You shall not assign this EULA without the advance written consent of Bizagi. However, Bizagi may assign this EULA in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of its assets. Any attempt to transfer or assign this EULA except as expressly authorized under this section, will be null and void.
- f.** Force Majeure: Neither Party will be responsible to the other for any failure or delay in its performance due to acts of God or other unforeseen circumstances beyond the reasonable control of either party, provided that such Part gives as reasonable as practicable written notice thereof to the other party and uses its diligent efforts to resume performance.
- g.** Survival: All Sections of this EULA that by their nature must survive the termination or expiration of this EULA, including without limitation Sections 4 (Ownership), 12 (Warranty Disclaimer) and 13 (Limitation of Liability) shall survive any termination or expiration of this EULA.

- h.** Marketing: You acknowledge and agree that Bizagi may (i) include the name and logo of the entity that You represent in a list of Bizagi's Customers to publicize the execution of this EULA, (ii) refer to the name and logo of the entity that You represent on Bizagi's website; and, (iii) refer to the name and logo of the entity that You represent in marketing materials.