BIZAGI END USER LICENSE AGREEMENT - FREEWARE

PLEASE READ THIS END-USER LICENSE AGREEMENT ("EULA") CAREFULLY. BY DOWNLOADING, INSTALLING OR OTHERWISE ACCESSING OR USING THE BIZAGI SOFTWARE, YOU AGREE TO THE TERMS OF THIS EULA. IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, DO NOT DOWNLOAD, INSTALL OR OTHERWISE ACCESS OR USE THE SOFTWARE. IN ADDITION, BY DOWNLOADING, INSTALLING, COPYING, OR OTHERWISE USING UPDATES THAT YOU MAY RECEIVE FROM BIZAGI UNDER THIS EULA, YOU AGREE TO BE BOUND BY THE ADDITIONAL LICENSE TERMS THAT ACCOMPANY SUCH UPDATES. IF YOU DO NOT AGREE TO THE ADDITIONAL LICENSE TERMS THAT ACCOMPANY SUCH UPDATES, YOU MAY NOT DOWNLOAD INSTALL, COPY, OR USE SUCH UPDATES.

Last Updated: January 29th, 2020

- 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 Bizagi Process Modeler Software and the Bizagi Studio Software, as applicable, offered by Bizagi as Freeware, i.e. available for use without payment of licensing fees (collectively, 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 govern any product support services related to the Software as described in this EULA.
- **2. License Grant.** Under the terms and conditions of this EULA, Bizagi grants You the non-exclusive, non-transferable, non-sublicensable right to use Software, in object code form only during the term
- 3. Ownership. Bizagi or its suppliers 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.
- 4. 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 may not access or use the Software in any way that is adverse to Bizagi's then-current acceptable use policy. You must perform any benchmark tests of the Software. You shall notify Bizagi as soon as You become aware of any unauthorized use of the Software by any person.
- 5. Term. The Software is licensed to you on a perpetual basis, meaning that Your access to the Software continues in perpetuity unless terminated as set forth in this EULA. In any case You may terminate the license by destroying the Software and accompanying documentation and all copies thereof. 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.

6. 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 its products or to provide services or technologies to You and will not disclose this information in a form that personally identifies You.

7. Software Maintenance

- a. Bizagi may, in its sole and exclusive discretion, elect to provide new product versions to keep the Software up-to-date, service packs, and basic technical support (no SLAs) in the manner and at those times as a new product versions, services packs, and basic technical support are provided to other users of the Software. Any new product versions or service packs that are provided will be deemed to be part of the Software and subject to the terms of this EULA. Basic technical support can be accessed via the community user forum available at the following links: Bizagi Modeler: https://feedback.bizagi.com/en/ and Bizagi Studio: https://feedback.bizagi.com/suite/en/.
- b. Updating the Software may require updates of software not covered by this EULA prior to 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 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.
- c. If Bizagi elects to provide You with Technical Support, 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.

8. Disclaimer of Warranties.

- a. BIZAGI SOFTWARE MAY BE INCOMPLETE AND MAY CONTAIN INACCURACIES OR ERRORS THAT COULD CAUSE FAILURES OR LOSS OF DATA. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SOFTWARE IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU.
- b. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE IS PROVIDED "AS IS", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND BIZAGI AND ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SOFTWARE, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. BIZAGI DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE SOFTWARE, THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERRORFREE, OR THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY BIZAGI OR A BIZAGI AUTHORIZED REPRESENTATIVE SHALL

CREATE A WARRANTY. SHOULD THE SOFTWARE PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

- 9. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL BIZAGI OR ITS SUPPLIERS BE LIABLE TO YOU FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY SPECIAL, DIRECT, 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.
- **10. 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.
- **11. Excluded Services.** This EULA shall not apply to your use of software, cloud services, or professional services ("Excluded Services") that you purchase from Bizagi. All such Excluded Services are governed exclusively by the terms of the agreement that you have executed that covers such Excluded Services.

12. 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/Audit. Bizagi shall have the right to monitor and audit your use of the Software 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 EULA.
- 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 downloaded the Software in the United Kingdom, the laws of England and Wales; (b) if you downloaded the Software in Germany, the laws of Germany; (c) if you downloaded the Software in Spain, the laws of Spain; (d) if you downloaded the Software in Colombia, the laws of Colombia; and (e) if you downloaded 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.