

## **Access to the Flowcase Service and Subscriptions**

Subject to Customer's payment of fees and its compliance with all the terms and conditions of the Agreement, Supplier hereby grants Customer a non-exclusive, non-sublicensable, and non-transferable limited license, during the term of the Agreement, solely for the Customer's internal business purposes to: (i) access and use the Service; and (ii) use and make a reasonable number of copies of the documentation in connection with the use of the Service (the SaaS Service and documentation together, Flowcase "Technology"). Customer right to access and use the SaaS Service is limited to the number of user licenses ("Users") purchased by Customer in accordance with the Flowcase Service Order Form. For purposes of this Agreement, a 'User' means those employees, agents, or contractors authorized by Customer to access and use the Service on Customer's behalf. Customer acknowledges and agrees that any act or omission of its Users hereunder which act or omission would constitute a breach of this Agreement, shall be considered a breach by Customer hereunder. Customer's purchases of subscriptions are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Supplier regarding future functionality or features. Unless otherwise specified in the applicable service order, (a) subscriptions are purchased either as annual or monthly subscriptions, as set forth in the applicable service order; (b) additional subscriptions may be purchased during the subscription term by paying the additional fees for such additional subscriptions. The subscriptions are subject to any usage limits that are specified in the service order. In the event Customer provides Supplier with any feedback, Customer hereby grants Supplier a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license with the right to create derivatives to use or incorporate into the Technology, any suggestions, enhancement requests, recommendations, correction or other feedback provided by Customer (including its Users), relating to the functionality and/or operation of the Technology.

Except as expressly permitted in this Agreement regarding Supplier's intellectual property rights, the Customer shall not, and shall not permit, at any time, any other User or third party, directly or indirectly, to: (i) use the Technology for any purposes beyond the scope of the licenses granted in this Agreement; (ii) copy, reproduce, modify, correct, adapt, translate, enhance, or otherwise create derivative works of the Technology, in whole or in part; (iii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Technology to any third party; (iv) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Service, in whole or in part; (v) use the Technology in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; (vi) bypass or breach any security device or protection used for or contained in the Technology; (vii) remove, delete, efface, alter, obscure, translate, combine, supplement, or otherwise change any of Supplier's trademarks, proprietary or copyright notices, proprietary rights or other symbols, or notices, on or relating to any copy of the Technology; (viii) use or make others use the Technology in order to build a competing product or service; (ix) use the Technology to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (x) use the Technology to store or transmit code, files, scripts, agents or programs intended to do harm (including, for example, viruses, worms, time bombs and Trojan horses); (xi) interfere with or disrupt the integrity or performance of any Technology or third-party data contained therein; (xii) attempt to gain unauthorized access to

the Technology or services; (xiii) permit direct or indirect access to or use of any Technology in a way that circumvents a contractual usage limit.

Customer shall (a) be responsible for Users' compliance with this Agreement, (b) be solely responsible for the accuracy, quality, integrity, and legality of Customer data and of the means by which Customer acquired Customer data, (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Service, and notify Supplier promptly of any such unauthorized access or use, (d) use the Service only in accordance with the documentation and applicable laws and government regulations, and (e) provide Supplier with assistance, information and materials that are reasonably requested as necessary to effectively provide the Service. In addition to the foregoing obligations, Customer agrees to hold the Service, and all logins and passwords for the subscription, in confidence, and to protect the confidential nature thereof, and shall not disclose any trade secrets contained, embodied, or utilized therein, to anyone other than a User having a need for such disclosure, and then only to allow use of the Service as authorized herein. Customer shall take all reasonable steps to ensure that the provisions of the Flowcase Service Order Form with appendices are not violated by any User, or any other person under Customer's control or in its service.