# END-USER LICENSE AGREEMENT
## (commercial use)

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IMPORTANT—READ CAREFULLY:  BY INSTALLING OR USING THE SOFTWARE THAT ACCOMPANIES THIS END USER LICENSE AGREEMENT ("EULA") OR ANY ADDITIONAL COMPONENTS THEREOF ("SOFTWARE"), YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA. IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, YOU MAY NOT USE THE SOFTWARE.

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## 1.      Purpose

This EULA is an agreement between you (an individual or single legal entity) (the "Customer") and SoftFluent. This EULA governs the use of the Software, which includes computer software (including "online" and electronic documentation and templates) and associated media and printed materials.  This EULA applies to updates, supplements, and add-on components of the Software that SoftFluent may provide or make available to you, unless SoftFluent provides other terms with such updates, supplements or add-on components. The parties agree that this Software is intended solely for professional developers, and may not be acquired or used by non-professionals or consumers under this license agreement.

The purpose of the CodeFluent Entities product is to generate software applications, and the Customer acknowledges that it has been informed that is it responsible for assessing the cost of any specific developments that may be required in addition to the elements provided by SoftFluent under this EULA, as well as any integration costs, either for the Customer or its own customers.

## 2.      Grant of License

As of the installation of the Software, the Customer shall have a personal, non-transferable and non-exclusive right of access and use, for the entire the term of the intellectual property rights in the CodeFluent Entities Software (unless the Customer has acquired a non-perpetual subscription based license in which case the Customer will not be authorized to use the product after the expiration date and should uninstall it from all of its IT equipment). The Customer is hereby authorized to reproduce the CodeFluent Entities Software on its IT equipment as many times as the number of licenses ordered. A license is also required for build machines that use the product to generate code. If the customer has acquired a non-perpetual license based on subscription, the Customer will not be authorized to use the product after the expiration date and should uninstall it from all of its IT equipment.

CodeFluent Entities includes runtime libraries whose distribution may be necessary to make applications built with CodeFluent Entities leverage certain features. Those runtime libraries in executable format can be distributed freely to whoever with no license cost. However, the Customer may not sell or modify the CodeFluent Runtime Client Software. The Customer may not use CodeFluent Runtime Client to build software that competes with CodeFluent Entities.

The Customer may use the CodeFluent Entities Software exclusively in compliance with the type of license order, i.e. for the purposes of creating other software components using models with of a size consistent to the License level or for the purposes of creating other software applications by using the generated software components, in the context of a Professional License in accordance with the Software documentation provided to the Customer. The Customer may not sell, distribute or modify the CodeFluent Entities Software. The Customer may not use CodeFluent Entities to build software that compete with CodeFluent Entities itself. It is hereby indicated that the Customer shall not be entitled to customize components created by CodeFluent Entities without having acquired at least a Professional License.

The Parties hereby agree that the CodeFluent Entities Software will be used by the Customer for the purposes of developing software programs on the basis of a "template" type of description. Any source codes generated by the CodeFluent Entities Software will be free of rights for the Customer, and the Customer may thus include them into the software programs it develops, distributes and sells to its own clients.

The Customer may not:

- use the CodeFluent Entities Software other than in compliance with the provisions of this EULA and the documentation as strictly construed;
- dissociate the components of the CodeFluent Entities Software (which comprises different components) by running them on distinct desktops, by obtaining or using earlier or later versions of these components at different times;
- rent, lease, lend or provide commercial hosting services with the CodeFluent Entities Software itself (as is or by building an encapsulation of it that may compete with CodeFluent Entities), unless otherwise specifically authorized by SoftFluent;
- reverse-engineer, decompile or disassemble the CodeFluent Entities Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation;
- translate or transcribe the Software and/or Documentation in any other language or tongue, or adapt them or add any object thereto other than in compliance with the specification thereof;
- copy the CodeFluent Entities Software other than as per the terms and conditions set forth herein and to make one (1) backup copy.

## 3.    Intellectual Property Rights

3.1 SoftFluent's intellectual property rights in and to the CodeFluent Entities Software and defence of infringement actions

SoftFluent, its suppliers and their successors or assigns own all of the intellectual property rights in and to the CodeFluent Entities Software and any upgrades thereof and, more generally, any material or information that may be made available to the Customer under this EULA, including any databases, management tools, platforms, web pages, text, photographs, pictures, icons, sound or videos.

All of this material is confidential information and trade secret of SoftFluent, irrespective of whether or not such items are covered by patent or otherwise protected under applicable legislation, by copyright or any industrial or intellectual property rights or otherwise.

The Customer hereby acknowledges and agrees that it has been informed that the CodeFluent Entities Software generates source codes compiled exclusively on the basis of Microsoft's standard compilation software integrated into the Software. Said compilation software is, on the date of its installation by the Customer, free of use and free of charge. However, the Customer acknowledges and agrees that in the event that the compilation software should be subject to any restrictions on use and/or royalties imposed by Microsoft, SoftFluent will notify the Customer and the Customer agrees to comply with any terms of use that may be imposed by Microsoft.

SoftFluent agrees to defend the Customer against any third-party claims or court actions aiming to show that the CodeFluent Entities Software, including any upgrades thereof, breaches their intellectual property rights, and to pay the amount ordered under any final adverse court decision (or settlement agreements to which SoftFluent may be a party) further to such claim or action.

However, any such claim or action must be notified to SoftFluent in writing and without delay, and SoftFluent must have exclusive control over the defence or settlement of such claim or action. The Customer agrees to provide reasonable assistance to SoftFluent in connection with this defence. SoftFluent will refund any costs reasonably incurred by the Customer regarding said assistance.

SoftFluent's obligations will not apply to any such claims, actions or final adverse decisions as may be based on: (i) any software developed by the Customer based on the CodeFluent Entities Software; (ii) changes made by the Customers to the CodeFluent Entities Software; (iii) the Customer's distribution of the CodeFluent Entities Software to any third parties; or (iv) any use of the CodeFluent Entities Software for the benefit of third parties. The Customer hereby agrees to indemnify and hold SoftFluent harmless against any expenses or damages it may incur as a result of such claims or actions.

3.2 Customer's Intellectual Property Rights

The Customer will be the owner of all of the intellectual property rights related to any such software applications as it may develop based on the CodeFluent Entities Software. As regards the components developed in the context of a

License that allows them to do so, Customer is authorized to integrate such components in a final application or to develop personalization of such component under the condition the developers performing such personalization have acquired at least a Professional License of CodeFluent Entities.

In this regard, the Parties hereby agree that any software applications developed by the Customer based on the CodeFluent Entities Software will be independently developed and SoftFluent is unrelated to any such developments. The Customer agrees that it shall be responsible, in connection with any such developments, for ensuring compliance with third-party rights, including in particular publicity rights, intellectual or industrial property rights, including copyrights, patent, design, drawing and model or trademark rights.

The Customer hereby acknowledges and agrees that it shall be fully liable for any developments it may create and, in this respect, agrees to indemnify and hold SoftFluent harmless in the event of any adverse decision being ordered against SoftFluent based on the infringement or breach of any third-party patent, copyright, trademark or business secrets that may in fact be due to the Customers' developments.

## 4.      Warranty by SoftFluent

SoftFluent agrees to provide user documentation for its product, comprising at least a description of the general use policy and a detailed description of the main keywords used in the CodeFluent Entities template.

SoftFluent warrants that the operation of the CodeFluent Entities Software will substantially conform to the documentation for a period of sixty (60) days as of its first use by Customer.

This warranty shall not apply (i) if the product default is due to an accident, damage due to misuse or improper use, or (ii) if the malfunction is due to any developments made by the Customer. If, during the warranty period, the Customer informs SoftFluent that the Software does not conform to the warranty, SoftFluent will either (i) refund the price paid for the Software, or (ii) repair or replace the Software concerned. This shall be the Customer's exclusive remedy in case of non-conformity of the Software under this paragraph.

SoftFluent hereby expressly excludes any other liability that may apply to the CodeFluent Entities Software. Accordingly, the SoftFluent Software shall be deemed to be provided to the Customer "as is" without any specific adaptation measures. This Software qualifies as a standard product that may not meet all of the Customers' specific requirements. It is up to the Customer, therefore, to check that the products offered by SoftFluent are adequate to meet its requirements, and take all necessary precautions, particularly during any test periods that may be offered prior to the signature of this EULA.

## 5.      SoftFluent's liability

The Parties hereby expressly agree that SoftFluent's liability shall be limited, regardless of the basis for the Customer's claims, to compensation for direct damage sustained by the Customer due to the use of the CodeFluent Entities Software.

Accordingly, SoftFluent shall thus not indemnify any indirect damage (such as loss of profits or revenues, business interruptions or loss of business information) that may be caused by the use of the Software. The Customer shall thus take out individual insurance coverage for this type of risk or be its own insurer.

The Parties hereby further agree that SoftFluent's liability shall be limited to compensation for direct damage sustained in a maximum amount equal to the annual subscription fee for the Software for one (1) user, irrespective of the number of Licenses ordered in the Order Form.

## 6.      Term and Termination

Without prejudice to any other rights, SoftFluent shall be entitled to terminate this EULA in case of breach by you of any of the terms hereof. In such case, you will have to destroy all copies and components of the Software in your possession.

## 7.      Assignment

The Customer hereby expressly agrees not to assign, either for a consideration or free of charge, all or any part of its rights and obligations under this EULA.

**8.       Force majeure**

SoftFluent shall not be liable if the performance of any or all of its obligations under this EULA is prevented due to a force majeure event as defined by case law.

**9.       Miscellaneous provisions**

No waiver of any breach of any provision of this EULA shall constitute a waiver of any other breach, and no waiver of any provision or any breach thereof shall be effective unless made in writing and signed by an authorized representative of the waiving party.

If any clause under this EULA is held to be invalid under any laws, regulations or by a final and binding decision rendered by a court of competent jurisdiction, this shall in no way affect the validity of the other clauses under this EULA, which shall remain in full force and effect between the parties.

The provisions hereof may not be validly suspended, supplemented or amended other than by way of a written amendment signed by both Parties.

All notices permitted or required to be made hereunder shall be deemed valid if sent to the addresses of the parties' respective registered offices, where they elect to be domiciled.

**10.      Governing Law and Jurisdiction**

This EULA shall be governed by the laws of France. In the event of any disputes arising out of the interpretation or performance of this EULA, the Parties shall endeavour to settle the matter out of court prior to any court action.

If no agreement can be reached to settle a dispute concerning the interpretation or performance of this EULA, the competent Courts of Paris shall have exclusive jurisdiction, notwithstanding multiple defendants or impleader, even in case of fast-track emergency proceedings or protective summary proceedings or motions.

**11.      Claims**

Any claims and/or objections by the Customer against SoftFluent must be notified by the Customer within one (1) month as from the discovery of the causal event, failing which such claims or actions shall lapse.