END USER LICENSE AGREEMENT

This End User Software License Agreement (this “License Agreement”) applies to the in-house version of the frevvo Live Forms software, owned by frevvo Inc., a company with its principal place of business at 500 East Main Street, Branford, CT 06405, USA (“frevvo”). By using the Software (defined below), you (“You” or “Customer”) agree to be bound by the following License Agreement in its entirety.

1. DEFINITIONS
   a. “Software” means the machine-readable object code version of this computer program that frevvo makes available, whether embedded on disc, tape or other media.
   b. “Documentation” means the published user manuals and documentation that frevvo makes generally available for the Software.
   c. “Enhancements” means the fixes, updates, upgrades or new versions of the Software or Documentation that frevvo may provide to Customer under this License Agreement.
   d. “Product” or “Products” means (i) the Software, Documentation and Enhancements and, (ii) any copy of the Software, Documentation or Enhancements.
   e. “SSO” means any Software and Services Order document signed by the parties, including any other document referenced or incorporated therein.
   f. “Agreement” means these Terms of Use and any accompanying SSO.
   g. “Customer”, “you” and “yours” refers to the individual or entity named in the SSO that has ordered the Products from frevvo or an authorized distributor by executing an Agreement.

2. Use
   a. Customer may use the Products only in and for Customer’s own internal purposes and business operations. Customer will not permit any other person to use the Products, whether on a time-sharing, remote job entry or other multiple user arrangement. Customer will not install the Software or Enhancements on a network or other multi-user computer system unless otherwise a multi-user version of the Software was purchased, in which case the Software may be used to provide services to other of Customer’s computers across the network, up to the number of concurrent users specified in the purchased license.
b. Customer may make only reasonably necessary back-up archival copies of the Software and Enhancements. Customer will reproduce all confidentiality and proprietary notices on each of these copies and maintain an accurate record of the location of each of these copies.

c. Customer will not otherwise copy, translate, modify, adapt, decompile, disassemble or reverse engineer the Products, except as and to the extent expressly authorized by applicable law.

3. License Grants

a. frevvo and its licensees hereby grant You a non-exclusive, non-transferable license to install and use the Software equal to the number of licenses purchased by You provided any physical machines (“Physical Machines”) and/or virtual machines (“Virtual Machines”) are operated by or for You for the sole purpose of creating e-forms and workflows on Your own behalf, and for Your use only.

b. Additional License Terms for Virtual Machines.

• You must purchase a separate license for each instance of a Virtual Machine on which the Software operates.

• If You install the Software on the host operating system of a Physical Machine in a computer network where Virtual Machines are operating, then You must hold a valid license for such host operating system and each operating Virtual Machine.

• If You install a license for the Software to operate on a Virtual Machine, then You shall not be entitled to simultaneously use such license on any other Physical Machine or Virtual Machine.

c. A Live Forms for Confluence license grants you the right to connect one Confluence server to one frevvo Live Forms server only. Each instance of Confluence requires a separate Live Forms for Confluence server license.

d. Sublicenses/Resale Prohibited. The licenses granted to Customer in this License Agreement do not include the right to sublicense or re-sell the Products in any manner. Any such sublicense or re-sell is strictly prohibited.

4. Limitations on Licenses – No Third Party Services/Authorized Content Only; Internal Use Only. YOU ARE NOT AUTHORIZED TO USE THE PRODUCTS FOR THE PURPOSE (i) OF DEPLOYING FORMS OR WORKFLOWS OR PROVIDING OTHER SERVICES ON BEHALF OF THIRD PARTIES; OR (ii) OF PUBLISHING CONTENT WHICH CUSTOMER DOES NOT OWN OR HAS THE LEGAL RIGHT TO PUBLISH. THIS
5. Warranties and Remedies
   a. Limited Warranty. frevvo warrants that for the thirty (30)-day warranty period following the date of delivery (the “Warranty Period”) (i) the Software will conform to frevvo’s published specifications in effect on the date of delivery and (ii) the Software will perform substantially as described in the accompanying Documentation after delivery for the Warranty Period. Customer acknowledges that (1) the Products may not satisfy all of Customer’s requirements and (2) the use of the Products may not be uninterrupted or error-free. Customer further acknowledges that (a) any charges or fees paid pursuant to obtaining this license are based on the limited warranty, disclaimers and limitation of liability specified in Sections 3, 4, 5, 6, 7 and 8 and (b) such charges would be substantially higher if any of these provisions were unenforceable.

   b. Remedies. In case of breach of warranty or any other duty related to the quality of the Products, frevvo or its representative will correct or replace any defective Software or, if not practicable, frevvo will accept the return of the defective Software and refund to Customer the amount paid to frevvo by frevvo’s representative for the relevant period of Customer’s annual subscription. Customer acknowledges that this section sets forth Customer’s exclusive remedy, and frevvo’s exclusive liability, for any breach of warranty or other duty related to the quality of the Products.

   c. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THIS LICENSE AGREEMENT, ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, INDEMNITIES AND GUARANTEES WITH RESPECT TO THE PRODUCTS, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS BY FREVVO, ITS LICENSORS OR REPRESENTATIVES OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, SATISFACTION, TITLE OR NON-INFRINGEMENT) ARE HEREBY OVER-RIDDEN, EXCLUDED AND DISCLAIMED.

6. Indemnity
   a. Indemnity. If an action is brought against Customer claiming that a Product infringes a patent or copyright within the jurisdiction where the Product is situated (hereinafter referred to as the "Territory"), frevvo will defend Customer at frevvo’s expense and, subject to this Section and Section 5, pay the damages and costs finally awarded against Customer in the infringement action, but only if (i)
Customer notifies frevvo promptly upon learning that the claim might be asserted, (ii) frevvo has sole control over the defense of the claim and any negotiation for its settlement or compromise and (iii) Customer takes no action that, in frevvo's judgment, is contrary to frevvo's interest.

b. Alternative Remedy. If a claim described in Paragraph (6) may be or has been asserted, Customer will permit frevvo, at frevvo’s option and expense, to (i) procure the right to continue using the Product, (ii) replace or modify the Product to eliminate the infringement while providing functionally equivalent performance or (iii) accept the return of the Product and refund to Customer the amount paid to frevvo for the relevant period of Customer’s annual subscription.

c. Limitation. frevvo shall have no indemnity obligation to Customer under this Section 6(c) if the patent or copyright infringement claim results from (i) a correction or modification of the Product not provided by frevvo, (ii) the failure of Customer to promptly install an Update or (iii) the combination of the Product with other non-frevvo software.

7. NO CONSEQUENTIAL DAMAGES – UNDER NO CIRCUMSTANCES WILL frevvo OR ITS LICENSORS BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OR LOST PROFITS, WHETHER FORESEEABLE OR UNFORESEEABLE, BASED ON CUSTOMER’S CLAIMS (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR LOSS OF DATA, GOODWILL, USE OF MONEY OR USE OF THE PRODUCTS, INTERRUPTION IN USE OR AVAILABILITY OF DATA, STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS), ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE. IN NO EVENT WILL THE AGGREGATE LIABILITY WHICH DISTRIBUTOR, frevvo OR THEIR LICENSORS MAY INCUR IN ANY ACTION OR PROCEEDING EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY CUSTOMER FOR THE SPECIFIC PRODUCT THAT DIRECTLY CAUSED THE DAMAGE. THIS SECTION WILL NOT APPLY ONLY WHEN AND TO THE EXTENT THAT APPLICABLE LAW SPECIFICALLY REQUIRES LIABILITY, DESPITE THE FOREGOING EXCLUSION AND LIMITATION.

8. Ownership – All trademarks, service marks, patents, copyrights, trade secrets and other proprietary rights in or related to the Products are and will remain the exclusive property of frevvo or its licensors, whether or not specifically recognized or perfected under local applicable law. Customer will not take any action that jeopardizes frevvo's or its licensor's proprietary rights or acquire any right in the Products, except the limited
use rights specified in Section 2. frevvo or its licensor will own all rights in any copy, translation, modification, adaptation or derivation of the Products, including any improvement or development thereof. Customer will obtain, at frevvo’s request, the execution of any instrument that may be appropriate to assign these rights to frevvo or its designee or perfect these rights in frevvo’s or its licensor’s name.

9. Confidentiality
   a. Confidentiality. Customer acknowledges that the Products incorporate confidential proprietary information and trade secrets developed or acquired by or licensed to frevvo. Customer will take all reasonable precautions necessary to safeguard the confidentiality of the Products, including (i) those taken by Customer to protect Customer’s own confidential information and (ii) those which frevvo or its authorized representative may reasonably request from time to time. Customer will not allow the removal or defacement of any confidentiality or proprietary notice placed on the Products. The placement of copyright notices on these items will not constitute publication or otherwise impair their confidential nature.

   b. Disclosure. Customer will not disclose, in whole or in part, any item of the Products that has been designated as confidential to any individual, entity or other person, except to those of Customer’s employees or consultants who (i) require access for Customer’s authorized use of the Products and (ii) agree to comply with the use and non-disclosure restrictions applicable to the Products under this License Agreement. If requested by frevvo, Customer shall cause such employees and consultants to execute appropriate confidentiality License Agreements. Customer acknowledges that any unauthorized use or disclosure of the Products may cause irreparable damage to frevvo, and its licensors, and that frevvo shall be entitled to injunctive relief in the event of such unauthorized use or disclosure. If an unauthorized use or disclosure occurs, Customer will immediately notify frevvo and take, at Customer’s expense, all steps which may be available to recover the Products and to prevent their subsequent unauthorized use or dissemination.

   c. Limitation. Customer will have no confidentiality obligation with respect to any portion of the Products that (i) Customer knew or independently developed before receiving the Products under this License Agreement as evidenced by Customer’s written records, (ii) Customer lawfully obtained from a third party under no confidentiality obligation or (iii) became available to the public other than as a result of any act or omission by Customer or any of
10. Termination
   a. Customer may terminate this License Agreement, without right to refund, by notifying frevvo or frevvo’s representative of such termination. frevvo may terminate this License Agreement, upon reasonable notice and without judicial or administrative resolution, if Customer or any of Customer’s employees or consultants breach any term or condition hereof. This License Agreement will terminate automatically if Customer becomes insolvent or enters into bankruptcy, suspension of payments, moratorium, reorganization or any other proceeding that relates to insolvency or protection of creditors’ rights.
   b. Upon the termination of this License Agreement for any reason, all rights granted to Customer hereunder will cease, and Customer will promptly (i) purge the Software and Enhancements from all of Customer’s computer systems, storage media and other files, (ii) destroy the Products and all copies thereof and (iii) deliver to frevvo an affidavit which certifies that Customer has complied with these termination obligations. The provisions of Sections 5, 7 and 9 will survive the termination of this agreement.

11. Export Regulations
   a. Customer agrees to comply with all applicable laws, regulations and government orders, including without limitation applicable export laws. Customer acknowledges that the Products are subject to US export regulations. Customer agrees not to export, re-export, divert or transfer, directly or indirectly, any Products or associated items to any country that is embargoed by executive order, unless Customer has obtained the necessary authorization.
   b. frevvo acknowledges that the Products and all related technical information, documents and materials are subject to export controls under the U.S. Export Administration Regulations. frevvo will (i) comply strictly with all legal requirements established under these controls, (ii) cooperate fully in any official or unofficial audit or inspection that relates to these controls and (iii) not export, re-export, divert or transfer, directly or indirectly, any such item or direct products thereof to any country that is embargoed by Executive order, unless frevvo has obtained the prior written authorization of the U.S. Commerce Department.

12. Miscellaneous
   a. All notices or approvals required or permitted under this License Agreement must be given in writing. Any waiver or modification of
this License Agreement will not be effective unless executed in writing and signed and approved by both parties.

b. This License Agreement will bind Customer’s successors-in-interest.

c. This License Agreement will be governed by and interpreted in accordance with the laws of the State of Connecticut, excluding its conflict of law principles.

d. The parties exclude the United Nations Convention on Contracts for the International Sale of Goods from this License Agreement and any transaction between them that may be implemented in connection with this License Agreement.

e. If any provision of this License Agreement is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this License Agreement, unless frevvo in good faith deems the unenforceable provision to be essential, in which case frevvo may terminate this License Agreement effective immediately upon notice to Customer.

f. Failure to exercise any right provided for herein shall not be deemed a waiver of any right hereunder.

g. This License Agreement constitutes the complete and entire statement of the agreement between frevvo and Customer with respect to its subject matter and supersedes all prior writings, discussions, representations or understandings.

h. Force Majeure. Neither party shall be liable for delays in its performance hereunder due to causes beyond its reasonable control, including but not limited to, acts of God, acts of public enemy, acts of government or courts of law or equity, civil war, insurrection or riots, fires, floods, explosions, earthquakes or other casualties, strikes or other labor troubles.

i. The parties hereto declare that they have required that this agreement and all documents and notices relating hereto be drawn up in English.

13. Questions

If you have questions about these Terms of Use, you can contact us by email at: info@frevvo.com or by mail at: frevvo Inc., 500 East Main Street, Branford, CT 06405, USA.