

LICENSE TERMS AND CONDITIONS

These License Terms and Conditions (the “**License T&Cs**”) are entered into by and between:

+ **FLOWX.AI Business Systems S.R.L.**, a company incorporated and operating in accordance with the laws of Romania, having its headquarters at 15 Charles de Gaulle, Charles de Gaulle Plaza, 9th floor, Sector 1, 011857, Bucharest, Romania registered with the Bucharest Trade Registry under registration number J2020016115406, sole registration code (CUI) 43370465, legally represented by Mr. Ioan Iacob (hereinafter referred to as “**FlowX.AI**” or the “**Licensor**”)

and

+ **CUSTOMER**, the legal entity identified as the Customer on the Order Form (hereinafter referred to as the “**Customer**”).

Licensor and the Customer are hereinafter referred to jointly as the “**Parties**” and individually as a “**Party**”.

WHEREAS:

(A) The Licensor has developed the FlowX.AI Products (as defined below) and hereby wishes to grant a license to the Customer, to allow the use by the Customer of the FlowX.AI Products specifically indicated in the applicable Order Form; and

(B) Customer wishes to acquire licenses over the FlowX.AI Products indicated within the applicable Order Form, as they are described in these License T&Cs or any addenda that will be signed by the Parties to these License T&Cs;

These License T&Cs constitute FlowX.AI standard licensing terms and conditions and apply to each Order Form that refers to such License T&Cs. Any documents, links and transaction documents referenced in these License T&Cs or in an applicable Order Form shall be interpreted together with, and shall be deemed to form part of, these License T&Cs.

1. Definitions

Terms used with capital letters have the meaning prescribed in Annex 1 to these License T&Cs or within the body of the License T&Cs.

2. License Grant

- 2.1.** Subject to the provisions of these License T&Cs and the conclusion of the applicable Order Form, Customer is granted a limited, non-exclusive, Territory-limited, non-transferable and non-sublicensable license to use the licensed FlowX.AI Products, namely the FlowX.AI Platform, the FlowX.AI Plugins, the FlowX.AI Accelerators and/or the FlowX.AI AI Agents, in each case as listed in the Order Forms signed by the Parties, for the applicable Order Form Term, solely for the Customer’s internal business purposes, in accordance with the Documentation, the applicable Order Form, and the terms of the acquired License Model as outlined in the Licensor’s Product Catalog. The licensed FlowX.AI Products may only be used by Authorized Users and can be deployed on-premises, in the Customer’s cloud (public cloud, hybrid cloud or private cloud), depending on the Customer’s requirements.
- 2.2.** To the extent the licensed FlowX.AI Products within the applicable Order Form are limited to AI Agents created and/or developed by FlowX.AI, the provisions of this section shall apply. Customer may run only the AI Agents specified in the applicable Order Form in the configurations stated therein and/or within the AI Agents Catalog. Solely as necessary to operate the licensed AI Agents in accordance with these License T&Cs and the applicable Order Form, the Customer shall be granted a limited, non-exclusive, Territory-limited, non-transferable and non-sublicensable license to use the FlowX.AI Platform. Any other use of the FlowX.AI Platform requires the Customer to separately acquire a license for the FlowX.AI Platform under a separate Order Form.

- 2.3.** The Customer is authorized to use the licensed FlowX.AI Products to develop, test, explore, extend and support any software application, website, or product, and to integrate the licensed FlowX.AI Product with its Software Derivatives, only as authorized in these License T&Cs and the applicable Order Form.
- 2.4.** Unless otherwise expressly indicated in the applicable Order Form, the Customer may use one running Instance of the licensed FlowX.AI Product in one Development Environment, Production Environment and/or UAT Environment respectively, depending on the acquired License Model, for each license over the FlowX.AI Product acquired based on these License T&Cs.

3. Mechanics of the License T&Cs

Customer may order FlowX.AI Products from the Licensor based on these License T&Cs and specific Order Forms signed by the Parties. In case of any conflict between the terms of these License T&Cs and the provision of an Order Form, the provision of the Order Form shall prevail.

4. Support Services

- 4.1** Solely to the extent specified in an Order Form, the Licensor will provide the Customer with the Standard Support Services for the licensed FlowX.AI Products, corresponding to the acquired License Model, during the applicable Order Form Term. Customer may purchase additional Support Services for improved availability of the Support Services and response times. The terms of the Standard Support Services and of the additional Support Services are described in the Support Policy available at <https://support.flowx.ai/>, which is hereby incorporated by reference.
- 4.2** In order to ensure optimal functionality and performance of the FlowX.AI Platform, Customer agrees to implement regular updates to the latest version of the FlowX.AI Products made available by the Licensor no later than twelve (12) months from each official release, provided that FlowX.AI gives reasonable advance notice (not less than sixty [60] days) and makes the new version available under the terms of these License T&Cs or the applicable Order Form. Failure to implement such updates may result in reduced performance, limited support, or functionality issues for which FlowX.AI shall not be held liable.
- 4.3** The Customer further acknowledges that FlowX.AI provides Standard Support Services only for the current version of the FlowX.AI Platform and the immediately preceding version (collectively, the "Supported Versions"). If the Customer continues to operate on a version older than the Supported Versions, the FlowX.AI shall have no obligation to provide support, maintenance, updates, or issue resolution services for such version.

5. License Exclusions

- 5.1** Customer will not, nor permit anyone else to: (i) copy, modify, resell, sub-license (unless otherwise expressly indicated in the Order Form) or distribute (or otherwise make available to or use for the benefit of others) the FlowX.AI Products or the Support Services; (ii) reverse engineer, disassemble, decompile or otherwise attempt to discover or extract the source code, algorithms or structure, sequence and organization of the FlowX.AI Products (including the software and third-party software); (iii) rent, lease, re-lease or otherwise use the FlowX.AI Products to or on behalf of any third party; (iv) use the FlowX.AI Products for performing comparisons or other benchmarking activities; (v) disrupt the integrity or performance of, the FlowX.AI Products or the data contained therein or access the FlowX.AI Products for the purpose of building a competitive product or service or copying its features or user interface, or (vi) use any component of the FlowX.AI Products for which license fees have not been fully paid or otherwise except as expressly licensed to the Customer, (vii) remove, alter or otherwise modify any copyright, trademark or other notices of proprietary rights on the FlowX.AI Products, or (viii) use FlowX.AI Marks other than as expressly permitted under the License T&Cs and/or the applicable Order Form.
- 5.2** The Customer can use and make copies of the Documentation solely for the Customer's internal use in relation to the licensed FlowX.AI Products and for backup purposes.

6. License

6.1 Purchase

The Customer may acquire:

- (i) one or more License Models over the FlowX.AI Platform;
- (ii) licenses over the FlowX.AI Accelerators, the FlowX.AI Plugins, FlowX.AI AI Agents and any other FlowX.AI Products or Services included in the Licensor's Product Catalog;

6.2 License Fees

6.2.1 License Fees are as determined in the applicable Order Form, either according to the acquired License Model for the relevant FlowX.AI Products or on a fixed fee basis, as agreed between the Parties.

6.2.2 The License Fees outlined in an Order Form shall be annually adjusted based on the percentage change on the annual inflation rate from the European zone communicated by Eurostat, valid at each anniversary of such Order Form, or as otherwise agreed in the applicable Order Form. The Licensor will notify the Customer of any change in License Fees and such change will become effective upon the Customer placing a new Order Form or upon the renewal of any current Order Form following such notice.

6.3 Licensor's invoices are deemed accepted if not contested via e-mail, within seven (7) business days after receipt of the invoice via e-mail. In any case, payment of an invoice by the Customer shall mean an irrevocable acceptance of the respective invoice. Unless otherwise specified in these License T&Cs or the applicable Order Form, all such fees are due and payable within 15 days of the date of invoice is received by the Customer. Any payments more than fifteen (15) days past due will be subject to a late fee of 0.5% per day of delay or the maximum amount allowed by applicable law, whichever is less. Delay penalties may exceed the value of the principal debt. All fees are non-refundable. All amounts owed to the Licensor based on specific Order Form are to be paid in the currency indicated therein and in the invoices issued by the Licensor. All amounts payable shall be exclusive of any sales, use, GST, value-added, withholding, or similar taxes or levies that apply to an Order Form, whether domestic or foreign, other than Licensor's income tax ("**Taxes**").

6.4 Taxes. Customer will be responsible for and will indemnify and hold the Licensor harmless from, payment of all Taxes (other than taxes based on the Licensor's income), fees, duties, and other governmental charges, and any related penalties and interest, arising from the payments to the Licensor under the applicable Order Form(s). Customer will make all payments to the Licensor free and clear of, and without reduction for, any withholding Taxes; any such Taxes imposed on payments of fees to the Licensor will be Customer's sole responsibility, and Customer will provide the Licensor upon its request with official receipts issued by the appropriate taxing authority, or such other evidence as the Licensor may reasonably request, to establish that such Taxes have been paid.

7. Collection of Diagnostic Information

Licensor and its Affiliates may collect and process data, technical information, device status, operational logs, usage data, and telemetry generated by FlowX.AI Products and any use thereof, to help diagnose problems related to the OSE, Physical OSE and the FlowX.AI Products, to make available and provide software features and solutions, to perform Licensor's obligations under these License T&Cs, to offer Support Services (if applicable), provide bug fixes, run systems diagnostics, and monitor error and performance, subject to confidentiality, professional secrecy, and data privacy laws observance. Such information may be collected by Licensor on a monthly basis or immediately if FLOWX.AI receives an indication of a potential problem. The information collected may include files that help describe or identify the problem, such as operational logs, whether the problem occurred in the hardware or software, the type and severity of the problem, and device status. Licensor or any of its Affiliates will not collect memory dumps, keys, passwords, or any data that the Customer stores.

8. FlowX.AI Product Report Access.

Except for the rights and license expressly granted under the applicable Order Forms, no other license is granted to the Customer and no other use is permitted by the Customer or any of its Authorised Users. In order to guarantee the proper use of the licensed FlowX.AI Product in accordance with the Order Form and these License T&Cs, Licensor has the right to gather information regarding the use of the licensed FlowX.AI Products by the Customer. The Customer undertakes to open a port to Licensor, allowing Licensor to interrogate the licensed FlowX.AI Product on the license parameters.

9. Title and Protection. Intellectual Property Rights

9.1. The FlowX.AI Products, Documentation, FlowX.AI Marks and all worldwide intellectual property and proprietary rights in each of the foregoing, are the exclusive property of Licensor and its Affiliates and/or its suppliers. All rights in and to FlowX.AI Products, Documentation, and FlowX.AI Marks not expressly granted to the Customer

in these License T&Cs or the applicable Order Form are reserved by Licensor, its Affiliates and/or its suppliers.

- 9.2.** Customer shall not remove, alter or otherwise modify any copyright, trademark or other notices of proprietary rights on the FlowX.AI Products and/or Documentation.
- 9.3.** Licensor reserves the right, in its sole discretion, to modify any or all aspects of the FlowX.AI Products or to discontinue the service (except for the acquired and paid services associated with a FlowX.AI Products), support of publication, distribution, sale or licensing of any or all aspects of the FlowX.AI Products without liability of any kind, subject to FlowX.AI observing the rights granted to the Customer under these License T&Cs. These changes will become effective upon the Customer placing a new Order Form or the renewal of any current Order Form following such modification or discontinuation of the FlowX.AI Products.
- 9.4.** FlowX.AI and/or its Affiliates own(s) all worldwide rights, titles and interest in and to the FlowX.AI Products and Documentation and all derivatives, modifications and enhancements thereof, and all related Intellectual Property Rights related to such.
- 9.5.** The FlowX.AI Products and each of their components are owned by FlowX.AI and other of its licensors and are protected under copyright law and other laws as applicable. Title to the FlowX.AI Products and any component, or to any copy or modification, shall remain with FlowX.AI and other of its licensors, subject to the applicable license terms.
- 9.6.** The FlowX.AI Marks are registered trademarks or pending registration trademarks of FlowX.AI and its Affiliates in Europe, the U.S. and other countries. These License T&Cs does not permit the Customer to distribute the FlowX.AI Products using FlowX.AI Marks, regardless of whether the FlowX.AI Products have been modified.

10. Third-Party Licenses

The FlowX.AI Products may be used with third-party components not provided by Licensor that Customer elects to integrate or enable for use with any FlowX.AI Product, which are the property of their respective owners ("**Third-Party Components**"). Use of Third-Party Components is subject to Customer's agreement with the relevant provider and not these License T&Cs. Licensor does not control and has no liability for Third-Party Components, including their security, functionality, operation, availability, or interoperability with the FlowX.AI Products or how the Third-Party Components or their providers use Customer's data. In addition, the FlowX.AI Products may incorporate third-party open-source software as listed in the Documentation or otherwise disclosed by Licensor in writing. Notwithstanding anything to the contrary herein, use of the open-source software will be subject to the license terms applicable to such open-source software, to the extent required by the applicable licensor (which terms shall not restrict the license rights granted to Customer hereunder).

11. Term and Termination

- 11.1 These License T&Cs.** These License T&Cs are effective as of the date on which the Customer first enters into an Order Form that references such License T&Cs ("**Effective Date**") and shall remain in force and effect for as long as at least one Order Form is in effect between the Parties. The License T&Cs shall automatically terminate, without further notice, upon expiry or termination of the last Order Form then in effect, except for any provisions that expressly or by their nature survive termination. The Parties acknowledge that the execution of an Order Form that incorporates these License T&Cs by reference constitutes acceptance and agreement to these License T&Cs.
- 11.2 Order Forms:** Each Order Form in connection with FlowX.AI Products will have its specific validity term (the "**Order Form Initial Term**") and shall not be terminated within the initial term of three (3) years commencing on the Effective Date of the applicable Order Form, unless otherwise expressly stated in that Order Form. At the end of the Order Form Initial Term, the Order Form will automatically renew for successive two (2)-year terms or other term specified in the applicable Order Form ("**Order Form Additional Term**", and together with the Order Form Initial Term, the "**Order Form Term**"), unless either Party gives written notice to the other Party of its intention not to renew such Order Form, at least ninety (90) days before the expiration of the then current Order Form Initial Term or Order Form Additional Term.
- 11.3 Termination for Material Breach.** Either Party (the "**Non-breaching Party**") may terminate any and all Order Forms, effective immediately upon written notice to the other party (the "**Breaching Party**"), if the Breaching Party materially breaches any provision of these License T&Cs or any Order Form and does not cure the breach within 30 days after receiving written notice thereof from the Non-breaching Party. In the case of a material breach that affects more than one Order Form, the Non-breaching Party may terminate any and all affected

Order Forms then in effect.

Without limiting the foregoing, if FlowX.AI determines that:

- (i) any of the licensed FlowX.AI Products are being used (in whole or in part) by the Customer in any way to:
 - (a) avoid paying fees that would otherwise be due hereunder;
 - (b) provide FlowX.AI Products and/or Support Services to third parties which are not Authorized Users under these License T&Cs or the applicable Order Form; or
 - (c) in a manner not authorized under the License T&Cs or any applicable Order Form,and/or that
- (ii) the Customer (a) breaches FlowX.AI's intellectual property rights related to the FlowX.AI Products and Services and/or (ii) breaches the confidentiality obligations under these License T&Cs or any applicable Order Form,

FlowX.AI may immediately suspend performance and/or terminate the applicable Order Form(s) and reserves its rights to exercise any and all legal and equitable remedies available to it.

11.4 Effect of Termination or Expiration

11.4.1 Upon termination or expiration of any Order Form for any reason, any amounts owed to the Licensor under such Order Form before the termination or expiration will be immediately due and payable and all licensed rights granted to Customer in that Order Form will immediately cease to exist.

11.4.2 Upon termination of any Order Form for any reason, the Customer must promptly discontinue and shall ensure that its Authorized Users shall promptly discontinue all further use of the FlowX.AI Products, the Documentation and the FlowX.AI Marks covered by the respective Order Form, as well as all further solicitations of access to the Support Services acquired under that Order Form (except for any Software Derivatives and related materials which are the Customer's sole property and which can continue to be used by the Customer provided that they will not involve using in any way the FlowX.AI Products) and must return to the Licensor any copies of the Documentation that Customer is not entitled to keep pursuant to the terminated Order Form and certify to the Licensor in a written document signed by an officer of Customer entitled to represent the Customer that it has fully complied with this requirement.

11.4.3 For the avoidance of doubt, once all Order Forms between the Parties have expired or been terminated, Customer shall have no further right to use any FlowX.AI Products or Documentation under these License T&Cs and the Parties' remaining rights and obligations shall be limited to those provisions that survive in accordance with Section 11.4.4.

11.4.4 Sections 1 (*Definitions*), 5 (*License Exclusions*), 8 (*FlowX.AI Product Report Access*), 9 (*Title and Protection; Intellectual Property Rights*), 11 (*Term and Termination*), 12 (*Representation and Warranties*), 14 (*Indemnification*), 14 (*Limitations of Liability*), 15 (*Confidentiality*), 16 (*Personal Data Processing*), 17 (*Communications*), 18 (*Audit*) and 19 (*General Provisions*) will survive expiration or termination of any or all Order Forms for any reason.

11.5 Should the Licensor determine that the Customer has failed to comply with its obligations stated herein above and has continued to use the FlowX.AI Products and the Documentation after termination of any Order Form, it shall be entitled to impose the Customer penalties of 0.5% /day calculated based on the License Fees paid for the last year of the Order Form, in addition to the accrued license fees, until the Customer shall completely cease the use the FlowX.AI Products and Documentation and shall certify this aspect in a form satisfactory to the Licensor.

11.6 Within thirty (30) days after termination of an Order Form, Customer will certify in writing to FlowX.AI that all copies of the FlowX.AI Products licensed under any terminated Order Form and Documentation (except for any Software Derivatives and related materials which are subject to the Customer's sole property and which can continue to be used by the Customer provided that they will not involve using in any way the FlowX.AI Products), in its possession or control have been destroyed or returned, unless the respective FlowX.AI Products make the object of a different Order Form still in force.

11.7 There shall be no refund or adjustment for the amounts paid by the Customer to FlowX.AI under any applicable Order Form in the event such Order Form is terminated as provided under Sections 11.1, 11.2 or 11.3 of these

License T&Cs, in this latter case, due to a breach by the Customer or any of its Authorized Users.

12. Representations and Warranties

12.1 FlowX.AI Warranty. FlowX.AI represents and warrants that during any Order Form Term (a) it has the authority to enter into any applicable Order Forms, (b) FlowX.AI has implemented commercially reasonable technical and administrative measures designed to ensure the licensed FlowX.AI Products do not, at the time of delivery to Customer, include malicious mechanisms or code to damage or corrupt the FlowX.AI Products.

12.2 Customer Warranty. Customer represents and warrants that (a) it has the authority to enter into any Order Form, and (b) its use of FlowX.AI Products will comply with all applicable laws and these License T&Cs and/or Order Form, and (c) that Customer's services, products, materials, data, and information used by Customer in connection with these License T&Cs and/or Order Form, as well as the Customer's use of the FlowX.AI Products and/or the Support Services, does not and will not operate in any manner that would violate any applicable law or regulation.

12.3 Warranty Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THESE LICENSE T&CS, FLOWX.AI DOES NOT MAKE AND HEREBY DISCLAIMS, ANY AND ALL EXPRESS OR IMPLIED WARRANTIES RELATED TO THE FLOWX.AI PRODUCTS, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. FLOWX.AI DOES NOT WARRANT THAT THE FLOWX.AI PRODUCTS WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE. AS BETWEEN THE CUSTOMER AND FLOWX.AI, THE FLOWX.AI PRODUCTS ARE PROVIDED "AS IS," AND THE CUSTOMER'S USE OF THE FLOWX PRODUCTS IS AT ITS OWN RISK. NEITHER FLOWX.AI NOR ANY OF ITS AFFILIATES WARRANTS THAT THE FUNCTIONS CONTAINED IN THE LICENSED FLOWX.AI PRODUCT WILL MEET THE CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF THE LICENSED FLOWX.AI PRODUCT WILL BE ENTIRELY ERROR-FREE, OR COMPLY WITH REGULATORY REQUIREMENTS PARTICULARLY APPLYING TO THE CUSTOMER.

12.4 The FLOWX.AI Products have not been tested in all situations under which they may be used. FlowX.AI will not be liable for the results obtained through the use of the FlowX.AI Products and the Customer is solely responsible for determining appropriate uses for the FlowX.AI Products and for all results of such use.

13. Indemnification

13.1 By FlowX.AI

13.1.1 FlowX.AI will defend at its own expense any action against Customer brought by a third party to the extent that the action is based upon a claim that the licensed FlowX.AI Products (i) violate, misappropriate or infringe any third-party copyrights or patents registered in the Territory, provided the Licensed FlowX.AI Products are being used in accordance with these License T&Cs or any Order Form or (ii) misappropriate any third-party trade secrets, and FlowX.AI will pay those costs and damages finally awarded against Customer in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action with the FlowX.AI approval. The Customer may not make any payment of any such third-party claim, unless FlowX.AI has consented thereto in writing, a final judgement of a court of competent jurisdiction requires the Customer to make such payment, or FlowX.AI has accepted the claim.

13.1.2 If the FlowX.AI Products become, or in FlowX.AI's opinion are likely to become, the subject of an infringement claim, FlowX.AI may, at its option and expense, either:

(a) procure to the Customer the right to continue exercising the licensed rights in accordance with these License T&Cs and any applicable Order Form;

(b) replace the FlowX.AI Product with non-infringing software which does not materially impair the functionality of the licensed FlowX.AI Product or modify the FlowX.AI Products so that they become non-infringing and remain functionally equivalent, subject to Section 14 below; or

(c) terminate the affected Order Form by written notice to Customer and refund to Customer the prepaid License Fees associated with the licensed FlowX.AI Products whose license is terminated, pro-rata with the unused part of the Order Form Term.

13.1.3 Notwithstanding the foregoing, FlowX.AI will have no obligation under this Section 13 or otherwise with respect to any infringement claim based upon (i) any unauthorized use or distribution of the FlowX.AI Products by Customer or any of its Authorized Users; (ii) any use of the FlowX.AI Products in combination

with other services, equipment, software, or data not supplied by FlowX.AI; (iii) any use, reproduction, or distribution of any release of the FlowX.AI Products other than the most current release made available to Customer; (iv) any modification of the FlowX.AI Products by any person other than FlowX.AI or its authorized agents or contractors; or (v) compliance with specific requirements of the Customer.

13.2 Section 13.1 states FlowX.AI's entire liability and Customer's sole and exclusive remedy for infringement claims and actions. This obligation is contingent on (in addition to the matters in Section 13.3) Customer permitting FlowX.AI to have sole control and defense over any indemnity claim, suit or proceeding, including the taking of legal action, all negotiations or the right to settle, any of such to the extent they are related to third-party infringement or misappropriation claims owed by Customer.

13.3 By Customer. Customer will defend at its own expense any action against FlowX.AI brought by a third party (including any End Users of the Customer) to the extent that the action is based upon Customer's breach of these License T&Cs or any applicable Order Form or a claim that the use of the FlowX.AI Products by the Customer or any of its Authorized User or any materials, information or data of Customer violates, misappropriates or infringes any copyrights, patents or trade secrets or other intellectual or proprietary right. Customer will pay those costs and damages finally awarded against FlowX.AI in any such action that are specifically attributable to such claim, or those costs and damages agreed to in a monetary settlement of such action approved by FlowX.AI. FlowX.AI shall notify Customer promptly in writing of such action, FlowX.AI giving Customer sole control of the defense thereof and any related settlement negotiations, and FlowX.AI cooperating and, at Customer's reasonable request and expense, assisting in such defense.

13.4 Procedure. The foregoing obligations are conditioned on the indemnified Party notifying the indemnifying Party promptly in writing of such action, giving the indemnifying party sole control of the defense thereof and any related settlement negotiations, and cooperating and, at the indemnifying party's reasonable request and expense, assisting in such defense.

14. Limitations of Liability

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL FLOWX.AI BE LIABLE FOR ANY INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING LOSS OF DATA, LOSS OR INTERRUPTION OF BUSINESS, COSTS OF SUBSTITUTE SOFTWARE, LOST REVENUE, LOST PROFITS, REPLACEMENT GOODS, LOSS OF TECHNOLOGY, RIGHTS OR SERVICES, EVEN IF FLOWX.AI IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE. FLOWX.AI'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH ANY ORDER FORM, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES PAID TO FLOWX.AI BY CUSTOMER UNDER THE APPLICABLE ORDER FORM WITH RESPECT TO THE PARTICULAR FLOWX.AI PRODUCT GIVING RISE TO LIABILITY IN THE PREVIOUS TWELVE (12) MONTHS PRIOR TO THE DATE THAT ANY SUCH CLAIM AROSE. CUSTOMER ACKNOWLEDGES THAT THE FEES SET FORTH IN ANY ORDER FORM REFLECT THE ALLOCATION OF RISK SET FORTH IN THESE LICENSE T&CS AND THAT FLOWX.AI WOULD NOT ENTER INTO THE AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY.

15. Confidentiality

15.1 "Confidential Information" means information, in any form or format, whether or not marked as confidential, received or obtained as a result of entering into any Order Form, which relates to the existence and the provisions of these License T&Cs and of any agreement entered into pursuant to an Order Form, as well as any information relating to the Customer or the Licensor, the FlowX.AI Products, the Documentation, and any other information relating to (i) any business, financial or technical information of either Party communicated to the other in connection with an Order Form, including but not limited to any information relating to such Party's product plans, designs, costs, product prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how related to the FlowX.AI Product and/or the Documentation and/or these License T&Cs, or that has been otherwise disclosed by any Party in connection with or in performance of these License T&Cs and/or any Order Form.

15.2 For the purposes of these License T&Cs, the Party disclosing Confidential Information shall be referred to as the **"Disclosing Party"**, while the Party receiving Confidential Information shall be referred to as the **"Receiving Party"**.

15.3 The Receiving Party will observe the Confidential Information belonging to or referring to the Disclosing Party, except for information which:

- has entered into public domain otherwise than by a breach of the confidentiality obligation provided in

the Agreement by the Receiving Party;

- is disclosed by the Receiving Party, with the prior written approval of the Disclosing Party.
- is known to the Receiving Party upon the moment of receiving the Confidential Information; or
- was developed independently by the Receiving Party, without using the Confidential Information.

15.4 Nothing in the Agreement prohibits either Party from making disclosures of Confidential Information, if required by applicable law, subpoena, or court order, provided (if permitted by applicable law) it notifies the other Party in advance and cooperates in any effort to obtain confidential treatment. Disclosures pursuant to this Section must be limited to the extent necessary.

16. Personal Data Processing

16.1 Each Party will at all times comply with the provisions of all domestic and foreign data protection, data security and privacy laws and regulations applicable to its obligations arising under or pursuant to this License T&Cs and will ensure that its Affiliates and its and their employees, agents and contractors do likewise.

During the performance of the License T&Cs and/or any Order Form, each Party may collect, store and use several categories of personal data, including name, surname, telephone number, e-mail address, and position of representatives or employees of the other Party. Both Parties are data controllers for such personal data and will process them in accordance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ("GDPR") and other applicable laws. For the purposes of the foregoing, each Party shall take appropriate physical, organizational and technical security measures to protect the personal data of the other Party against unauthorized use, dissemination or publication, loss, misuse, access, disclosure, processing, modification and or accidental or unauthorized destruction. Each of the Parties will process the personal data of the other Party during the period in which the License T&Cs or an Order Form are in force, as well as subsequently, for a period in accordance with the applicable legal provisions. In the event that any other personal data is processed by one Party on behalf of the other Party, a personal data processing agreement ("DPA") will be concluded between the Parties as part of these License T&Cs.

16.2 Each Party's duties regarding personal data protection are the following:

- a. to process the personal data received from the other Party under the general principles of legality, fairness, transparency, purpose limitation, data minimization, accuracy, storage limitation, integrity, confidentiality and accountability;
- b. to inform the other Party without undue delay as of the moment of a confirmed security incident but in any case, within 24 hours from the acknowledgment of any breach of the GDPR and to implement all measures that may be necessary to protect the other Party's personal data and mitigate any adverse effects on the data subjects.
- c. to ensure that only the employees who have a legitimate need to fulfill their obligations under the License T&Cs will be granted access to the personal data belonging to the other Party and that such access is limited to certain categories of personnel data that are strictly necessary.
- d. to cooperate and provide assistance to the other Party to the reasonable extent possible regarding any complaint or request made by a data subject relating to the personal data processed under the License T&Cs by such Party, including: (i) provide the Party with full details of the complaint or request; (ii) comply with a request for access to personal data within the relevant data protect timeframe provided by the law; (iii) provide the Party with any personal data it holds in relation to a data subject (to the extent possible, within maximum 10 days from the request, but subject to applicable legal requirements), and (iv) provide the Party with any information that it requires, if that information is objectively needed and subject to applicable legal obligations and these License T&Cs.

16.3 Marketing. FlowX.AI may use project-specific references related to Customer and/or the licensed FlowX.AI Products as public references and/or in communications, excluding any confidential information, as per the general PR communication framework agreed by the Parties and attached to these License T&Cs as Annex 2 (General PR Framework). The Customer will not unreasonably withhold its consent for such a public

communication to be issued by FlowX.AI.

17. Governance. Parties commit to aligning the governance framework during the FlowX.AI Products implementation period, as this will be agreed by the Parties in the applicable Order Form. Post Go-Live of the FlowX.AI Products licensed under the applicable Order Form, Parties commit to conducting quarterly business reviews (QBRs) with named stakeholders - to maintain alignment, review key performance indicators (KPIs), identify improvement areas, discuss strategic goals, and ensure compliance with the agreed terms and conditions of the License T&Cs.

18. Audit. If FlowX.AI notifies Customer of any noncompliance or underpayment, then Customer will resolve the noncompliance and/or underpayment within fifteen (15) days from the date of notice. FlowX.AI or its designated representative may audit the Customer's compliance with the provisions of these License T&Cs and the applicable Order Form during the Term. Customer agrees to respond promptly to the audit request and provide information, documents and/or records to support this review. The results of an audit are Confidential Information and may not be disclosed by FlowX.AI, its suppliers or licensors, unless required to protect their rights or as otherwise permitted by these License T&Cs. While these License T&Cs are in effect and for one year thereafter, FlowX.AI or its designee, acting in accordance with Section 15 Confidentiality of these License T&Cs, may request Customer to provide all required documents and information to verify Customer's compliance with these License T&Cs.

19. Information, Feedback, Reservation of Rights & Review

19.1 Information provided by the Customer. If Customer provides information in connection with its use of the FlowX.AI Products, Licensor and its Affiliates may use such Customer information to provide the FlowX.AI Products. Customer agrees that its provision of information under these License T&Cs does not require any additional consents or licenses, complies with applicable law, and will not violate any intellectual property or other rights of any third party. As between FlowX.AI and the Customer, the Customer retains all other rights in and to Customer information.

19.2 Feedback. The Customer may provide FlowX.AI with ideas, suggestions or proposals regarding FlowX.AI Products ("**Feedback**"). If Customer provides Feedback, FlowX.AI and/or its Affiliates may use such Feedback for any purpose, including incorporating the Feedback into, or using the Feedback to develop and improve FlowX.AI Products and other FlowX.AI offerings without attribution to the Customer as author, compensation or any other restriction or obligation to the Customer. Customer grants FlowX.AI a worldwide, perpetual, royalty-free and irrevocable license to use and incorporate the Feedback for any purpose. Customer agrees that Feedback will not include proprietary information of a third party.

20. General Provisions

20.1 Governing Law and Venue. These License T&Cs, any Order Form and any action related thereto will be governed and interpreted by and under the laws of Romania without giving effect to any conflicts of laws principles. Customer expressly consents to the personal jurisdiction and venue in the courts of Bucharest for any lawsuit filed against Customer by FlowX.AI arising from or related to this License T&Cs or any Order Form. The United Nations Convention on Contracts for the International Sale of Goods does not apply to the Agreement.

20.2 Notices. All notices and other communications under the Agreement must be in English, in writing, and will be deemed given when (a) delivered by hand or by nationally recognized overnight courier (costs prepaid); (b) sent by e-mail with written confirmation of transmission; or (c) received by the addressee, if sent by certified mail, return receipt requested, in each case to the addresses or e-mail addresses set forth in these License T&Cs (or to such other address, e-mail address or person as a Party hereto may designate by notice to the other Parties hereto):

For FlowX.AI: 15 Charles de Gaulle, Charles de Gaulle Plaza, 9th floor, Sector 1, 011857, Bucharest, Romania

To the attention of: Ioan Iacob, Director

For Customer: As indicated in the Order Form

20.3 Export. The Customer will not export, re-export, or import the FlowX.AI Products (including the third-party software) or Documentation in violation of any applicable export or sanctions laws or regulations and will obtain and maintain any licenses, permits or approvals required from the competent authorities for such.

20.4 Compliance with Law and Export Controls.

20.4.1. As between FlowX.AI and Customer, Customer (a) understands that countries may restrict the import, use, export, re-export or transfer of encryption FlowX.AI Products and other controlled materials (which may include FlowX.AI Products or related technical information) ("**Controlled Materials**"); (b) will be solely responsible for compliance with any such import, use, export, re-export, or transfer restrictions in connection with Customer's use, sale and/or distribution of Controlled Materials; and (c) will be the importer and exporter of record of the Controlled Materials that Customer uses, sells and/or distributes, and is responsible for all associated obligations, including but not limited to, paying all import duties and tariffs, and obtaining any required regulatory approvals, registrations, and export and import licenses. Customer acknowledges that FlowX.AI may be prohibited from providing Controlled Materials if FlowX.AI has knowledge or reason to believe that a violation of the applicable law will or has occurred.

20.4.2. The Customer will not, and will not allow its Authorized Users to: (i) use, import, export or re-export, directly or indirectly, any deliverable or software or anything else included in the FlowX.AI Products to any country or region in violation of any applicable laws, restrictions and regulations, including sanctions, trade laws, export or encryption laws. or (ii) access or use any deliverable or software for materials and activities that are subject to the International Traffic in Arms Regulations (ITAR) maintained by the United States Department of State or any similar export control regulations applicable to the Parties.

20.5 Anti-Corruption Laws. Customer and its Affiliates and any other persons performing any activities related to these License T&Cs and/or an Order Form will comply with all applicable laws and regulations, including all applicable anti-corruption laws and regulations, applicable to either the Customer or FlowX.AI (collectively, the "**Anti-Corruption Laws**"), and will not engage in conduct that would cause FlowX.AI to violate any law or regulation including the Anti-Corruption Laws. None of Customer or its Affiliates, or any other persons performing activities related to these License T&Cs shall, directly or indirectly, offer, pay, promise to pay, or authorize the payment of anything of value to any government or public official to influence that government or public official in his or her official capacity in order to retain or obtain business for Customer or FlowX.AI, or to secure any improper advantage for Customer or FlowX.AI. For purposes of these License T&Cs, government or public official includes employees and officers of a government agency, department or instrumentality, as well as the employees or officers of government-owned or government-controlled companies, public international organizations, political parties and candidates for political office. None of Customer or its Affiliates or any other persons performing activities related to these License T&Cs shall, directly or indirectly, offer, promise or give a financial or other advantage to any person in order to induce the recipient to improperly perform any relevant function or activity, or to reward the recipient for the improper performance of any relevant function or activity, nor shall they solicit or accept a financial or other advantage from any person in exchange for the improper performance of any relevant function or activity. Customer will not submit any falsified documents or records to FlowX.AI. Customer represents and warrants that none of its shareholders, owners, officers or directors ("**Customer Officials**") is a government or public official and that if any of the Customer Officials becomes a government or public official, Customer will immediately notify FlowX.AI in writing in accordance with the terms of these License T&Cs. If FlowX.AI has justified grounds to believe that Customer has breached or may breach any of the provisions of this Section or a notice is provided pursuant to this Section, FlowX.AI may terminate the License T&Cs and/or any or all Order Forms or suspend its performance without any liability to Customer.

20.6 No Assignment. Change of Control. Divestiture. Except as stated under these License T&Cs, the Agreement is only assignable by Customer with FlowX.AI's prior written consent. Any assignment made by the Customer without FlowX.AI's prior written consent will be void. The Agreement and any and all of the FlowX.AI rights and obligations hereunder may be assigned by FlowX.AI to an Affiliate, or to a successor in connection with a merger, change of control, reorganization or sale of all or substantially all of the assets of FlowX.AI. At the request of FlowX.AI, the Customer will execute any papers or documents reasonably necessary to give effect to such an assignment or novation.

If the Customer transfers all or a substantial portion of its business or restructures any business to which the Licensed FlowX.AI Products relate, the Customer may assign its rights under the Agreement upon written consent of the Licensor and subject to the then applicable Licensed Fees that will become applicable, and the Customer shall cause the assignee thereof to take such assignment subject to the provisions of these License T&Cs and the applicable Order Forms, but such rights will only apply to the business transferred to or acquired by the assignee and not to any other pre-existing business or any other business separately acquired or created by the assignee. Any subsidiary or division of the Customer that is divested after the Effective Date

will continue to benefit and be obliged by the provisions of these License T&Cs and the applicable Order Forms, but such provisions will only apply to the business of such subsidiary or division and not to any other business of any acquiring company.

20.7 Force Majeure. Neither Party will be liable for nonperformance or delays caused by acts of God, wars, riots, strikes, fires, floods, earthquakes, government restrictions, pandemics, epidemics, terrorist acts or other causes beyond its reasonable control. Upon the occurrence of any of the foregoing, the date of performance will be deferred for a period of time equal to the time lost by reason of the delay. This section does not relieve either Party of its obligations to make payments.

20.8 Miscellaneous. All headings contained in these License T&Cs will not be deemed for purposes of interpretation. If any provision of these License T&Cs is held invalid or unenforceable for any reason, then such provision will apply with the modification necessary to make it valid and enforceable. If such provision cannot be so modified, the Parties agree that such invalidity will not affect the validity of the remaining provisions of the License T&Cs. The delay or failure of either Party to exercise any rights hereunder will not constitute or be deemed a waiver or forfeiture of such rights. No waiver will be valid unless in writing and signed by an authorized representative of the Party against whom such waiver or forfeiture is sought to be enforced. Except as otherwise provided herein, these License T&Cs may not be changed except by a written instrument signed by authorized signatories of the Parties, that makes specific reference to these License T&Cs.

20.9 Entire Agreement. These License T&Cs, together with the applicable Order Forms and the Support Policy will constitute the exclusive terms and conditions with respect to the subject matter and will govern the use of the licensed FlowX.AI Products by the Customer and any of its Authorized Users, notwithstanding any different or additional terms that may be contained in the form of another document used by Customer, including subsequent to the date of an applicable Order Form. These License T&Cs, together with the applicable Order Forms and the Support Policy contain the final, complete and exclusive statement of the agreement between the Parties with respect to the transactions contemplated therein and all prior written agreements and all prior and contemporaneous oral agreements with respect to the subject matter of these License T&Cs and the applicable Order Form are contained herein. Each Party acknowledges that in entering into an Order Form based on these License T&Cs it has not relied upon any oral or written statements, collateral or other warranties, assurances, representations or undertakings which were made by or on behalf of the other Party in relation to the subject-matter of these License T&Cs at any time before its signature (together “**Pre-Contractual Statements**”), other than those which are set out in these License T&Cs. Each Party waives all rights and remedies which might otherwise be available to it in relation to such Pre-Contractual Statements. Nothing in this Section shall exclude or restrict the liability of either Party arising out of its pre-contract fraudulent misrepresentation or fraudulent concealment.

20.10 English Language. These License T&Cs have been prepared, negotiated and signed in English, and English is the controlling language of these License T&Cs. In the case of any discrepancy between a version of these License T&Cs in any other language and the English language version then the English language version shall prevail.

Annex 1

Definitions

“Accelerator” or “FlowX.AI Solution” means derivatives designed by FlowX.AI that leverage the FlowX.AI Platform that the Customer can further customize and integrate with its process and data, having the functionalities described in the Documentation.

“Affiliate” means any entity that directly or indirectly owns or controls, is owned or controlled by, or is under common control or ownership with a Party, where “control” is the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.

“Agreement” means the applicable Order Forms and these License T&Cs, including any incorporated addenda or exhibits indicated herein.

“AI Agent” is a software program, operating within and through the FlowX.AI Platform, that can interact with its environment, taking actions autonomously to achieve goals, collect data, and use the data to perform self-determined tasks, that can be configured to create, build, store, and provide algorithms and models that improve automatically through experience upon learning or acquiring knowledge, as well as emulate 'natural' cognitive abilities of humans.

“AI Agents Catalog” means the catalog made available by FlowX.AI that lists (i) the FlowX.AI AI Agents offering, including their features and capabilities, (ii) pricing, (iii) the included number of Executions corresponding to a Tier, and (iv) other relevant specifications.

“Authorized User” means (a) the Customer, together with its employees and agents authorized by the Customer to use the FlowX.AI Products for the interest of the Customer and in accordance with the terms of these License T&Cs and the applicable Order Form; and/or (b) a Third Party, being a consultant, auditor and other independent contractor of the Customer, who uses the licensed FlowX.AI Products for the exclusive interest of the Customer and in accordance with the terms of these License T&Cs and the applicable Order Form; and/or (c) any employee/consultant of the Licensor or the Customer, executing any support services for the licensed FlowX.AI Product and/or the Software Derivative for the Customer, and requiring access to the system on which the FlowX.AI Product is licensed and is being used.

“Development Environment” means the collection of processes and tools provisioned that are used whether on-prem or in the cloud, to develop Software Derivatives using the FlowX.AI Products.

“Documentation” means the user manuals, training materials, technical manuals, software descriptions and specifications, brochures, license agreements, supporting materials, and other information, whether distributed in print, electronic or video format, that relate to the FlowX.AI Products, which FlowX.AI has published or may publish or which FlowX.AI makes available to the Customer for use in connection with the FlowX.AI Products.

“Effective Date” means the date when these License T&Cs and a specific Order Form (as the context may require) becomes effective.

“Execution” means, unless otherwise indicated in an Order Form, one run of an AI Agent or an AI Agent Stack (as specified in an Order Form) to process a single input provided by the Customer (via user interface (UI), APIs or otherwise).

“FlowX.AI Marks” means the trademarks and trade names of FlowX.AI or of FlowX.AI Affiliates that are associated with the FlowX.AI Products and Services and all names, marks, trademarks, trade names, brands, logos, designs, trade dress, slogans, service names, abbreviations, designs and symbols and other designations the Licensor uses in connection with the FlowX.AI Products, which have come to be associated with the FlowX.AI Products and/or with the Licensor or with FlowX.AI Affiliates and provided to the Customer for use exclusively in connection with the FlowX.AI Products.

“FlowX.AI Products” means the FlowX.AI Platform, the FlowX.AI Plugins, the FlowX.AI Accelerators, AI Agents and any other FlowX.AI-branded offerings included in an Order Form.

“FlowX.AI Platform” means an integration, orchestration, Agentic AI, and frontend (UI) layer platform, managing legacy integration, complex workflows, and scalable AI orchestration and any Updates to the foregoing in any form (e.g. binary, source or recompiled), that are delivered by or obtained from FlowX.AI, directly or indirectly, provided that the FlowX.AI Platform does not include optional/customized third-party software.

“FlowX.AI Mobile Package” means Flow Mobile SDK and the FlowX.AI Platform.

Available FlowX.AI Mobile Package can be found at: <https://docs.flowx.ai>.

"Flow Mobile SDK" means the functionality of rendering user interfaces for iOS, and Android applications.

"FlowX.AI SDKs" means SDKs used in the Web, iOS, and Android applications to render the process screens and orchestrate the custom components.

"FlowX.AI Web Package" means the Flow Web Angular and/or the Flow Web React SDK and the FlowX.AI Platform.

Available FlowX.AI Web Package can be found at: <https://docs.flowx.ai>.

"Flow Web Angular SDK" means the functionality of rendering user interfaces for web applications using Angular, as a platform and framework for building single-page client applications using HTML and TypeScript..

"Flow Web React SDK" means the functionality of rendering user interfaces for web applications using JavaScript library that allows you to build user interfaces from reusable UI components.

"FlowX.AI Platform Package" means the Flow.AI Web Package and the FlowX.AI Mobile Package.

"FlowX.AI Plugins" means any additional components that integrate with the FlowX.AI Web Package or the FlowX.AI Mobile Package in order to provide specific functionality.

"Instance" means an image of the FlowX.AI Platform that is created by executing the FlowX.AI Platform deployment/installation procedure or by duplicating an existing Instance.

"Intellectual Property Rights" include, without being limited to, all intellectual property rights in any jurisdiction, including without limitation all copyrights and related rights, trademarks, trade names, domain names, rights in get-up, rights in designs, patents, database rights, rights in computer software, rights in trade secrets and know-how, and any other intellectual property rights or rights of a similar nature, in each case whether registered or unregistered and including all applications (and rights to apply) for, and renewals, extensions or revivals of, such rights and all similar or equivalent rights or forms of protection and titles and interests related to the FlowX.AI Products (as well as any and all of its updates).

"License Fees" means the price owed by the Customer to FlowX.AI in relation to its use of the licensed FlowX.AI Products in accordance with these License T&Cs and the applicable Order Forms.

"License Model" means the type of license over the FlowX.AI Products that the Customer may acquire, as available in the FlowX.AI Product Catalog from time to time and as specified in the applicable Order Form, having the minimum duration, the included number of Use Cases and other specifications mentioned therein.

"Order Form" means the transaction document signed by the Parties, that details certain terms and conditions (including but not limited to: the License Model, Effective Date, minimum term, quantity and price) of goods and services, including the FlowX.AI Products ordered by the Customer.

"OSE" means all or part of an operating system Instance or all or part of a virtual or otherwise emulated operating system instance.

"Product Catalog" means the offer of the Licensor with the commercial, technical and financial terms applicable to each License Model over the FlowX.AI Products, and any other FlowX.AI-branded offerings, which includes the AI Agents Catalog. Any Order Form placed by the Customer shall rely on the Product Catalog in the form available at the time of placing the order, being understood that the Licensor is free to amend its offering at any time, at its discretion.

"Physical OSE" means an OSE that is configured to run directly on a physical hardware system. The operating system instance used to run hardware virtualization software or to provide hardware virtualization services is considered part of the Physical OSE.

"Plugin" means computer software that adds new functions to a host program without altering the host program itself.

"Production Environment" means any Physical or Virtual OSE running a production workload or accessing production data, or Physical OSE hosting one or more Virtual OSEs running production workloads or accessing production data, where the setting where Software Derivatives and other licensed FlowX.AI Products are put into operation for their intended uses by end users.

"Professional Services" means any services, other than the Support Services ordered by the Customer from the Licensor, such as consulting, development, deployment, integration, design, and/or training services, as specified in a separate Order Form.

"SDK" means a set of software development tools and libraries that developers use to create applications for specific software

platforms, hardware platforms, or frameworks.

"Services" means Support Services and Professional Services included in the Licensor's Product Catalog.

"Software Derivative" means any product, software application or website created by the Customer or by any third party for the benefit and use of the Customer, or any service offered by the Customer using FlowX.AI Products.

"Support Policy" means the terms and conditions of the Support Services offered by FlowX.AI for the licensed FlowX.AI Products, available at <https://support.flowx.ai>.

"Standard Support Services" means the L4 support and maintenance services offered by the Licensor to the Customer in accordance with the Support Policy, for the licensed FlowX.AI Products and subject to payment of the License Fees by the Customer.

"Support Services" means the Standard Support Services and any additional support services acquired by the Customer from the Licensor based on a specific Order Form, in accordance with the terms of these License T&Cs and the Support Policy.

"UAT Environment" – User acceptance testing (UAT) environment—also called staging environments means the environment allowing the Customer to test new features of the Software Derivatives before they are pushed into the Production Environment.

"Updates" means software fixes, corrections, patches, upgrades, enhancements, additions, and modifications of a licensed FlowX.AI Product, if and when available. A new version of the FlowX.AI Products having significant additional features and/or functionalities would not qualify as an Update and will not become part of the licensed FlowX.AI Platform, unless otherwise agreed by the Licensor.

"Use Case" means a specific scenario or situation where the licensed FlowX.AI Products can be used to achieve a particular goal or solve a specific problem for the Customer or the Customer's own customers.

"Territory" means the regions in the world where the Customer is entitled to use the FlowX.AI Products pursuant to these License T&Cs and/or any Order Form.

"Third Party" represents any person, company or entity, different from the Customer, the Licensor, or their employees or representatives.

Annex 2 General PR Framework

1. Purpose

This document sets the foundation for how **FlowX.AI** and **Customer** will work together on marketing and public communication efforts related to their collaboration.

2. General Principles

- Any marketing activity must comply with relevant laws and maintain the confidentiality of shared Confidential Information.
- Neither Party will make public statements that could harm the other's reputation, business, or confidentiality commitments towards such party.

3. Public References & Announcements

- If the content is **already covered** by the pre-approved PR messaging framework, no additional approval is needed.
- If either Party wants to publish content **not covered** in the pre-approved framework, they must get approval from the other party first.
- Approvals should be granted within **two weeks** unless the request is rejected for valid reasons such as:
 1. The information is factually incorrect.
 2. It conflicts with **Customer's** brand and communication policies.
 3. It is misleading or inappropriate for the financial services industry.

4. Pre-Approved Messaging

Both parties agree on the following key messages for public communication, as part of the general PR communication framework:

- **Customer** is committed to digital transformation and innovation.
- The partnership with **FlowX.AI** helps accelerate modernization and improve customer experience.
- The reasons for selecting FlowX.ai were:
 - FlowX.ai gives Customer the control and speed to build exactly what they want and respond to the market fast, with no captivity to any type of vendor lock-in
 - FlowX.ai enables Customer with digital agility to build fast exactly what they want, so they don't have to adapt their business to a pre-built solution.
 - FlowX.ai provides the scalability and robustness proper for mission-critical systems in financial institutions while making continuous development fast
 - FlowX.ai enables Customer to attract the best young talent
 - FlowX.ai provides complex workflow capabilities, enabling the company to be prepared to build with ease any complex business processes
- This partnership reflects a shared commitment to co-innovation and delivering high-impact digital experiences in financial services on the long term, as this is merely the start of a long journey together
- FlowX.AI's platform complements Customer's broader digital strategy, supporting scalable growth and long-term agility.
- Both organizations are aligned in placing customer experience and technological excellence at the core of their transformation efforts.
- The collaboration sets a benchmark for how financial institutions and technology partners can work together to achieve rapid, enterprise-grade transformation.
- The partnership has created value for both organizations by combining deep expertise with cutting-edge technology delivery.

5. Process for New Marketing Content

- Any new content outside the **pre-approved PR messaging framework** must be sent for approval, with either party's consent not to be unreasonably withheld.
- Both Parties will work in good faith to support each other's marketing initiatives.

6. Logo Usage

Both Parties grant each other the right to use their respective logos in marketing and public communication materials related to this collaboration, subject to the following conditions:

- Logo usage must comply with the brand guidelines provided by each party.
- Logos shall not be modified or used in a misleading manner.
- Either party may revoke permission for logo usage with prior written notice, in case of misuse or reputational concerns.
- Each party agrees to provide the other with the latest version of their official logo and brand guidelines upon request.

7. Joint Communications & Case Study Collaboration

Both Parties agree to collaborate in good faith on joint communications and public materials related to this partnership. This includes, but is not limited to a jointly issued press release and the development of a co-branded case study, subject to the following conditions:

- **Joint Press Release:** For any communication that will fall outside the Pre-Approved Messaging included in Section 4 of this Annex 2, the Parties will align on a mutually approved press release. The content shall be jointly developed and approved by both Parties, incorporating, if applicable key messages from the pre-approved messaging framework defined in Section 4.
- **Case Study Development:** The parties will work together to create a co-branded case study highlighting the collaboration, solution implemented, and business outcomes achieved. The content will reflect positively on both organizations and adhere to brand, compliance, and confidentiality guidelines of each party.
- **Review & Approval:** All materials shall be subject to mutual review and written approval before publication. Approvals shall not be unreasonably withheld or delayed.
- **Timing:** The timing of the public announcement and publication of the case study shall be coordinated and mutually agreed upon, taking into account strategic priorities and any applicable regulatory or compliance requirements.