

SOFTWARE-AS-A-SERVICE MINIMUM TERMS

Terms used but not defined herein shall have the meaning set forth in the Partner Agreement.

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Hosting. FlowX.AI may host or operate the FlowX.AI Product offered as SaaS on cloud infrastructure provided by third-party Cloud Providers and may migrate the FlowX.AI Product to the infrastructure of a different Cloud Provider at any time, provided such migration does not materially reduce the security, availability or overall performance of the FlowX.AI Product.

Acceptable Use Policy. Use of the FlowX.AI Product offered as SaaS is subject to the Cloud Provider's acceptable use policy ("AUP") communicated to the Partner/End User. If FlowX.AI becomes aware of any breach of the AUP by the End User or its authorised users, FlowX.AI may request End User to correct the breach and, if not promptly remedied, or if required by law or the AUP, may suspend the affected Services. FlowX.AI will notify End User without undue delay of the

reason for any suspension and will limit the suspension to the minimum scope and duration necessary to address the issue.

Export. End User will not export, re-export, or import any portion of the FlowX.AI Product offered as SaaS (including any third party software) or Documentation without the appropriate United States or foreign government licenses, if applicable.

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Termination. Upon termination of this Agreement for any reason, the End User must promptly discontinue all further use of the FlowX.AI Product offered as SaaS,, FlowX.AI Trademarks and all further solicitations of access to the FlowX.AI Product (except for any Software Derivatives and related materials which are subject to the End User's sole property and which can continue to be used by the End User provided that they will not involve using in any way the FlowX.AI Product).

Within thirty (30) days after the termination of the End User Agreement, End User will certify in writing that it have fully complied with these requirements.

Confidentiality. “**Confidential Information**” means information, in any form or format, whether or not marked as confidential, identified as Confidential Information at the time of disclosure if disclosed in intangible form or the nature of the information and the manner of disclosure are such that a reasonable person would understand it to be confidential. End User will observe the Confidential Information related to the FlowX.AI Products or Services. Each Party will observe the Confidential Information of the other Party.

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End User Warranty. End User represents and warrants that End User's services, products, materials, data, and information used by End User in connection with this Agreement as well as End User's use of the FlowX.AI Product does not and will not during the term of the End-User agreement, operate in any manner that would violate any applicable law or regulation, this Agreement or the End-User agreement.

Warranty Disclaimer. FlowX.AI shall use reasonable efforts consistent with prevailing industry standards to maintain the FlowX.AI Product in a manner which minimizes errors and interruptions in the FlowX.AI Product and shall perform any applicable implementation services (if applicable under

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