optimajet

Form Engine End-User License Agreement

Form Engine Designer and the commercial Form Engine packages

ISSUED BY

Optimajet Limited

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VERSION

3.0, effective 17 November 2026

SUPERSEDES

Version 2.1 of 11 November 2026

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Version 3.0, effective as of 17 November 2026

Summary

This Summary is for convenience only. If it differs from the EULA below, the EULA prevails. In this Summary, “we,” “us,” and “our” mean Optimajet Limited, and “you” and “your” mean the organization or individual using Form Engine under this EULA.

1. **Public code, commercial product.** Designer remains commercial; public source code does not mean an unrestricted open-source license. Form Engine Core and the packages we publish under MIT remain under MIT, including when supplied with Designer. Free evaluation, source-code rights, and paid use have different conditions (Sections 1.1, 1.3, and 7).
2. **Trying before buying.** You and your integrators may evaluate Designer and study, modify, build, and test its public code for a future commercial product free of charge. Development, testing, staging, CI, and demonstrations are Non-Production Use; a pilot with real users is Production Use. Buy a license before production unless the non-commercial exception applies. That exception covers personal, educational, scientific, and research purposes without financial gain, within Section 17.1; an organization’s ordinary internal operations, including a non-profit’s, need a commercial license (Sections 1.1, 1.3, and 17.1).
3. **Which Licensed Use you need.** Each paid license covers one product, the Licensed Product. If only your and your affiliates’ employees and contractors use it in your, your affiliates’, or your providers’ environments, including their work devices, that is internal commercial use. If customers or partners use it in those environments, that is a public web application or SaaS. If a copy runs in a customer’s environment or is delivered to customers, it needs OEM coverage or a separate license for that customer’s copy (Sections 1.1 and 17).
4. **Borderline cases.** Browser files and apps that work only with your hosted service are part of that service. Outsiders sending messages for your people to handle, or occasionally completing a step through a link your people send, can remain part of internal use. Section 17 explains the conditions and public-body cases. Describe your case in writing, and we answer within fifteen business days (Sections 1.1 and 17).
5. **What a license includes.** Developers are unlimited. Within your Licensed Use and purchased limits, extra deployments, environments, tenants, users, and instances cost nothing extra. A Domain serves Designer in production; a wildcard covers its subdomains. Non-Production Use and standby domains do not count. OEM distribution has no royalties; your customers’ installation domains do not count against your Domains. A license for one customer’s copy covers only that copy. For the same product, OEM includes SaaS and internal use; SaaS includes internal use (Sections 1.1 and 17.4).
6. **Building and modifying Designer.** Every paid Form Engine license, including one supplied with Workflow Engine NEO, permits modified builds from public code within its product, usage, Domains, versions, and term, without a separate source-access purchase. You may inspect license checks but must preserve their effect and required notices. For support on Modified Software, reproduce the issue on an official version or request a quote (Sections 1, 1.3, 1.4, and 18).
7. **Sharing source code and builds.** Source-only forks, patches, and pull requests are allowed under the same EULA version, with required notices and rights for recipients and changes marked unofficial. Each recipient needs its own license for commercial production. Public standalone ready-to-use builds require our written authorization; private builds, registries, and CI artifacts for permitted use are allowed. Delivery inside your product, including browser files and OEM copies, follows Section 6. A permitted fork is not itself a Competing Product (Sections 1.2, 1.3, and 6).
8. **Your code and contributions.** You own your product, forms, and modifications, subject to the underlying code’s rights. You need not share modifications except security corrections to Protected Code under Section 1.4. Repository contributions follow the contributor agreement you separately accept; the existing agreement licenses copyright and patent rights, including commercial relicensing, without transferring

copyright ownership. Merely publishing a fork or sending support material is not a contribution (Sections 1.3, 1.4, 2, and 8).

9. **AI tools and competing products.** AI assistants are allowed with terms or settings preventing provider training and disclosure beyond providing the service. Training on Designer code is prohibited, subject to mandatory law. Keep non-public code confidential. Customers may manage forms inside your product. You may not use Designer or its code in a competing forms development tool, SDK, or service for others to build software outside your product. Independent development without our code or confidential information remains allowed (Sections 1.2, 1.3, and 6).
10. **Perpetual licenses and versions.** A perpetual license never expires. It covers releases during your update periods, including major versions. Afterwards, you may keep using, modifying, and building those versions within your license. Your later modifications are not a new Optimajet release, but incorporating later Optimajet code for paid use requires entitlement to that code. Public access does not give free commercial updates. Warranty corrections and legally required security updates retain their exceptions (Sections 1.1, 1.3, and 12).
11. **Annual subscriptions.** After a subscription ends, existing copies may continue, including Non-Production Use, without updates, new development, or new deployments, except mandatory security updates. Designer shows a notice that must stay visible, except for a customer's copy with its own perpetual key. New product releases, customer installations, and SaaS tenants need renewal; restarting, scaling, or restoring existing copies for existing customers does not. Free public-code rights do not bypass renewal. Installment purchases become perpetual only when fully paid (Sections 1.1 and 1.3).
12. **Renewal prices.** A timely renewal of the same scope continues from the previous period's end. Its price per year rises at most once in twelve months, by no more than ten percent for each full year of the previous period, over the previous renewal price or, for a first renewal, the renewal price stated when you bought, before discounts. Automatic renewal requires your choice. Section 1.1 sets public-procurement timing exceptions, late-renewal terms, and earlier-license rights (Section 1.1).
13. **People and integrators.** The license stays with the organization when developers leave. Keep your License Statement information accurate. Contractors may work under your license. An integrator may buy in the client's name or hold a license until handover and then assign it. Distributing its own product requires OEM coverage or a license for each customer's copy; running that copy in the customer's cloud account does not make it SaaS (Sections 1.1 and 5).
14. **Using more than you bought.** For excess use that the key does not limit, commit in writing within thirty days after learning of it or receiving our notice, whichever is earlier, and buy coverage within ninety days of that same date. The purchase licenses use from its start. A timely good-faith written dispute prevents intentional breach while pending. Competing-product use, source confidentiality breaches, tampering with license checks, and making unauthorized keys are excluded (Section 1.1).
15. **Connections and data.** Installed Form Engine checks keys and Domains locally and sends us no data unless you enable a feature that does so. Designer loads its editor from a public CDN unless configured locally. Websites and hosted demos follow our privacy notice. We have no right to inspect your systems. Product-identification and source-compliance requests are each limited to once in twelve months, with thirty days to answer after reasonable inquiry (Sections 1.1, 1.3, and 12).
16. **Warranty and fixes.** Paid licenses have a twelve-month limited warranty for official versions. If a reported reproducible failure is not corrected or worked around within forty-five business days, you may end the license for the refund Section 12 calculates. Regular releases carry fixes under your update entitlement, with exceptions for warranty corrections and legally required free security updates. Modified Software is your responsibility. Security advisories and notices follow Section 12 (Sections 1.3 and 12).
17. **Ending a license.** For a material breach, we give written notice and thirty days to cure before ending the license concerned. Section 15 permits immediate termination for specified intentional breaches, with exceptions, and broader termination for competing-product use. You may end a license without a refund, except one held for a client, and still owe committed subscription payments. Listed uncured breaches by

us, supervisory requirements, or legal prohibitions allow termination with unused prepaid-period refunds (Sections 1.1, 11, and 15).

18. **Leaving and keeping your data.** You can always export your data and forms. Section 15 gives twelve months for migration after qualifying terminations, with exclusions for intentional breaches, non-payment, warranty or infringement refunds, and voluntary termination of subscriptions or unpaid installment plans. It protects qualifying customer copies. Ending a paid license does not itself end separate free public-code rights; they do not permit refunded commercial use or development requiring renewal (Sections 14 and 15).
19. **Intellectual property claims.** Notify us promptly of claims against our product as supplied and used as permitted. We may obtain continued-use rights or modify or replace it; if neither is commercially feasible, we may terminate with Section 14's refund. You may terminate for that refund if a court bars use and we provide no listed remedy within sixty days after your written notice. Our defense and damages obligations require a signed agreement (Sections 13 and 14).
20. **Liability.** Both parties exclude indirect damages and cap total liability at the license's net price; unused prepaid-period refunds are paid in full. Exceptions cover amounts due and not disputed, fraud, knowing breaches of confidentiality or software rights or their continuation after notice, and liability the law cannot limit. You still owe purchased and unlicensed-use fees. Your duty to defend us against qualifying third-party claims is uncapped for non-commercial, evaluation, or unlicensed use. The full exceptions and calculation follow Sections 13 and 14 (Sections 13 and 14).
21. **Disputes and later changes.** Hong Kong law applies, with arbitration there after thirty days of negotiation and Section 16's exceptions for public bodies, consumers, intellectual property, and sums due. Signed agreements with us prevail. Later EULAs do not take away existing rights without your written acceptance; public code carries its supplied EULA version. Licenses survive a sale of Optimajet (Section 16).

EULA

IMPORTANT: READ CAREFULLY. This Optimajet Limited ("OPTIMAJET") End-User License Agreement ("EULA") is a legal agreement between OPTIMAJET, a company incorporated in Hong Kong (business registration number 73907229, registered office at Unit 1603, 16th Floor, The L. Plaza, 367 - 375 Queen's Road Central, Sheung Wan, Hong Kong), and the company or other organization on whose behalf you accept it or that the License Statement names, or you as an individual if you accept it only for yourself ("Developer End User"). It covers Form Engine Designer and every other package of Form Engine or other npm package of OPTIMAJET whose package metadata names this EULA as its license or, for versions published before 4.0.0 of a package that is not published under the MIT License from 4.0.0, reads "Contact sales@optimajet.com", and the OPTIMAJET frameworks, components, source code, demos, intermediate files, media, printed materials, and online or electronic documentation provided with them ("SOFTWARE DEVELOPMENT PRODUCT(S)"). If you accept this EULA on behalf of an organization, you confirm that you have the authority to bind it; without that authority, you accept it for yourself until the organization confirms your acceptance in writing or by paying for a license under it, but you are not personally liable to OPTIMAJET for damages, or under Section 14, for use on the organization's behalf. A public body accepts this EULA only through a signed order, agreement, or contract that incorporates it or, for the Form Engine Non-commercial License, for evaluation under the EVALUATION paragraph of Section 1.1, and for a build that it receives for acceptance under Section 6, through a written notice of acceptance to OPTIMAJET from a person authorized to bind it, or, for a purchase in OPTIMAJET's online store, through acceptance at checkout by a person authorized to make that purchase for it. Outside this paragraph, "you" and "your" mean Developer End User.

Form Engine Core and the other packages of Form Engine that OPTIMAJET publishes under the MIT License, as the license field of each package states, including their versions published before 4.0.0, are governed by the MIT License and not by this EULA, except as the DEFECT CORRECTION paragraph of Section 12 and the waiver of recourse in Section 13 provide, even when they are provided together with the SOFTWARE DEVELOPMENT PRODUCT(S). A package version that OPTIMAJET has published under the MIT License stays under that license.

By installing, copying, or otherwise using the SOFTWARE DEVELOPMENT PRODUCT(S), you agree to be bound by the terms of this EULA, in the version that governs the license under the NEW VERSIONS paragraph of Section 16. If you do not agree to all of the terms of this EULA, do not install, copy, use, or evaluate any part of the SOFTWARE DEVELOPMENT PRODUCT(S).

The SOFTWARE DEVELOPMENT PRODUCT(S) is licensed, not sold.

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1. GRANT OF LICENSE

Subject to all the terms and conditions of this EULA, OPTIMAJET grants Developer End User a non-exclusive, worldwide license, not transferable except as Section 5 and the CONTRACTOR-HELD LICENSES paragraph of Section 1.1 permit, to install and use the SOFTWARE DEVELOPMENT PRODUCT(S). Section 1.1 sets out what a commercial license covers, Section 1.3 sets out the rights to publicly available Source Code and to other Source Code provided under a license that includes source code access, and Section 17 sets out the usage types. A Form Engine license included in, or purchased with, an edition of Workflow Engine NEO covers the Licensed Product of that Workflow Engine NEO license within the Licensed Use of Form Engine Enterprise; its License Statement states whether it is perpetual or an annual subscription and whether it includes access to Source Code other than Public Source Code. Every paid license, including one included in or purchased with Workflow Engine NEO, permits use of Public Source Code and Modified Software under Section 1.3 within that license's scope. A Form Engine license included in an edition of Workflow Engine NEO has the term of that Workflow Engine NEO license, and a termination of that license ends the Form Engine license, except a termination by OPTIMAJET for a breach that does not concern Form Engine.

1.1 LICENSED PRODUCT AND LICENSED USE

DEFINITIONS. The following definitions apply throughout this EULA:

- "License Statement" means the document that OPTIMAJET issues for a purchase, such as a Statement of License or, for a purchase in an online store, the message with the license key or the invoice. It names, as they apply to the purchase, Developer End User, the license purchased and the packages that it covers, its Licensed Use, the Licensed Product where the license requires it or where an integrator buys the license for a client, the End Customer whose copy the license covers under the INTEGRATORS AND RESELLERS paragraph, the purchaser where it is not Developer End User, the Domains, the update period, any later warranty start date, the Source Code Window where the license includes source code access, the term of an annual subscription, the options purchased, any installment plan, the license contact and any legal contact and security contact, the public bodies named under the PUBLIC BODIES paragraph, and the version of this EULA. A License Statement for an upgrade names the license it replaces.
- "Licensed Product" means a software application or service of Developer End User, or of the client for which Developer End User holds a license under the CONTRACTOR-HELD LICENSES paragraph, into which the SOFTWARE DEVELOPMENT PRODUCT(S) is integrated, or the copy of another person's product, such as an integrator's, into which the SOFTWARE DEVELOPMENT PRODUCT(S) is integrated

and that Developer End User licenses under the INTEGRATORS AND RESELLERS paragraph; for a Public Web Application / SaaS and for OEM use, it must add significant functionality of its own. Its versions, modules, and editions for different platforms, such as web, desktop, iOS, and Android, that are developed and delivered as one product are one Licensed Product. Products or modules that Developer End User or its Affiliates offer to End Customers as separate products, each of which an End Customer can buy, subscribe to, or use without the others, are separate Licensed Products, even where they share code, a brand, an installer, or a service.

- “Licensed Use” means the usage types under Section 17 that the purchased license permits, as stated in Section 18, in OPTIMAJET’s price list on the date of purchase, and in the License Statement.
- “price list” means the licenses, prices, and terms that OPTIMAJET publishes on formengine.io (or, for a Form Engine license included in or purchased with an edition of Workflow Engine NEO, on workflowengine.io) on the date of purchase (for a renewal, on the date of that renewal) or, for a license whose prices OPTIMAJET does not publish there, the list of prices or the quote that OPTIMAJET provides for that purchase, read together with the terms published there.
- “Production Use” means use of the SOFTWARE DEVELOPMENT PRODUCT(S) in a live system that processes the real data of Developer End User, of its Affiliates, or of its End Customers. Any other use, including development, testing, staging, continuous integration, demonstration, and training, and use in a standby system that takes over only when the live system fails, is “Non-Production Use.” Testing, including acceptance and load testing, debugging, migration rehearsals, and training on a copy of production data are Non-Production Use, and a pilot with real users is Production Use.
- “Domain” means a domain name under which a Licensed Product serves Form Engine Designer to its users in Production Use. A wildcard Domain covers the subdomains of that domain.
- “Affiliate” means an entity that controls, is controlled by, or is under common control with Developer End User, where control means ownership of more than fifty percent (50%) of the voting interests, other than common control by an investment fund or its manager, or by a state, a government, or a public body, for as long as that control lasts. For six (6) months after control ends, a former Affiliate may continue the Production Use that it made under the license of Developer End User, without new deployments.
- “public body” means a state, a regional or local government, an international organization, and a ministry, department, agency, or other body that is part of any of them or is governed by public law and exercises public functions, including a public university or hospital; a company that a public body owns or controls and that sells its products or services on the market on the same terms as other companies is a public body only for the PUBLIC PROCUREMENT LAW paragraph of Section 16, where the law that governs its procurement applies to it.
- “Authorized Contractor” means an individual or a company, including a partner of OPTIMAJET, that works, directly or as a subcontractor at any tier, for Developer End User or its Affiliate on a Licensed Product under a written agreement.
- “End Customer” means a third party that uses a Licensed Product, including as a hosted service, or receives it from Developer End User. A hosting provider or another contractor that runs a copy only for Developer End User or its Affiliates, or whose individuals use a Licensed Product only as Own Users, is not an End Customer.
- “Source Code” means the human-readable source code of the SOFTWARE DEVELOPMENT PRODUCT(S) that OPTIMAJET makes available under this EULA, with its build scripts and comments. “Public Source Code” means the Source Code that OPTIMAJET expressly publishes for public access under this EULA, including the Source Code of Form Engine Designer. It does not include code made public without OPTIMAJET’s authorization, private license keys, or code governed by a separate license under the second paragraph of this EULA or Section 7.
- “Source Code Window” means the update period of a license, including any renewal, during which Developer End User is entitled to the versions of the Source Code covered by that license, as stated in

the price list or the License Statement. For Source Code other than Public Source Code, access also requires a license that includes that access. The Source Code Window limits the versions covered for use under a paid license; it does not limit access to Public Source Code or the separate free rights in the PUBLIC SOURCE CODE paragraph of Section 1.3.

- “Modifications” means the changes and additions that Developer End User makes to the Source Code. “Modified Software” means the SOFTWARE DEVELOPMENT PRODUCT(S) together with Modifications, in source code or built form. A translation, port, or other rewrite of the Source Code, or of a substantial part of it, into another form or programming language, made by any means, including an AI tool, is Modified Software that contains the Source Code, and not Modifications alone.
- “net price” of a license, a renewal, or another purchase means the price paid to OPTIMAJET for it, less the taxes that OPTIMAJET collected with that payment or that were withheld from it, and the payment processing, bank, and currency conversion fees that OPTIMAJET bears for that payment.
- “confidential information” of OPTIMAJET means the Source Code other than Public Source Code and the non-public information that OPTIMAJET marks as confidential when it gives it to Developer End User; the confidential information of Developer End User is its code, data, and product descriptions, other than a contribution under the CONTRIBUTIONS paragraph of Section 1.3, and the information that it gives OPTIMAJET for support, for a confirmation under this EULA, for an installation, or for the registration of a project. Information of Developer End User that is or becomes public other than through a breach by OPTIMAJET is not its confidential information.
- “business day” means a day other than a Saturday, a Sunday, or a public holiday in Hong Kong.
- “Competing Product” has the meaning given in Section 1.2, “Protected Code” in Section 1.4, “Own Users” in Section 17.2, “Redistributables” in Section 6, the “liability limit” in Section 13, and “IP Claim” in Section 14.

LICENSED USE. Each commercial license covers one Licensed Product, for the Licensed Use of the license purchased. Under Sections 17.3 and 17.4, the SOFTWARE DEVELOPMENT PRODUCT(S) is a component of the Licensed Product, which Developer End User or its Affiliates provide to End Customers as their own product, subject to Section 1.2; that component may be invisible to End Customers, other than the notices that this EULA requires. End Customers use the SOFTWARE DEVELOPMENT PRODUCT(S) only as part of the Licensed Product, under the terms that point (b) of the DISTRIBUTION AS PART OF A LICENSED PRODUCT paragraph of Section 6 requires; that use is covered by the license of Developer End User, within its Licensed Use and while it is in force, and afterward as Section 15 provides, and End Customers need no license from OPTIMAJET for it and do not accept this EULA. Developer End User may let End Customers design, configure, fill in, and manage their own forms through the user interface, the APIs, and the integrations of the Licensed Product, including the embedded Form Engine Designer, within point (ii) of the WHAT IS NOT A COMPETING PRODUCT paragraph of Section 1.2. A Public Web Application / SaaS, or another separate product, of Developer End User or of its Affiliate that uses a Licensed Product through its interfaces needs its own license under Section 17.3, as if the SOFTWARE DEVELOPMENT PRODUCT(S) were integrated into it. An internal application of Developer End User or of its Affiliate that does not contain the SOFTWARE DEVELOPMENT PRODUCT(S) and uses a Licensed Product only through its user interface or its APIs, for example to create or submit forms, is covered by the license of that Licensed Product. Where a Public Web Application / SaaS has its own license under Section 17.3, the use of a Licensed Product through it is covered by that license and does not change the Licensed Use that the Licensed Product itself needs. Developer End User may describe an application to OPTIMAJET in writing and ask which usage type under Section 17 it needs or whether it is part of a Licensed Product; OPTIMAJET will answer in writing within fifteen (15) business days, and a written answer that states that it is given under this paragraph binds OPTIMAJET for that application as described. If OPTIMAJET does not answer in time, its silence is not a confirmation. If a License Statement does not name the Licensed Product, the Licensed Product is the first product of Developer End User that uses the license in Production Use, and Developer End User will name it to OPTIMAJET in writing on request.

NON-PRODUCTION USE. Non-Production Use of a Licensed Product is included in its license at no additional fee. Domain names and hosts used only for Non-Production Use, including localhost, are not Domains and do not count toward the domain limits of the license; on request, OPTIMAJET will include them in the license key in addition to the Domains. A domain used only by a standby system that takes over only when the live system fails does not count toward the domain limits of the license.

PEOPLE. Developer End User may let its employees, the employees of its Affiliates, and its Authorized Contractors use the SOFTWARE DEVELOPMENT PRODUCT(S) on its behalf for a Licensed Product. A license does not limit the number of developers. Developer End User is responsible for the compliance of those persons with this EULA. Except as the CONTRACTOR-HELD LICENSES paragraph lets a contractor hold a license for a client and as the INTEGRATORS AND RESELLERS paragraph provides for the copies installed for End Customers, a license for a Licensed Product owned by an organization is issued to that organization, and every license for internal commercial use is issued to the organization that uses it; except as the CONTRACTOR-HELD LICENSES paragraph provides, a license issued to an individual covers only that individual's own product. The rights of a person working for Developer End User under Developer End User's license end when that work ends, and that license and its license keys stay with Developer End User. Any separate rights that the person holds in Public Source Code under Section 1.3 are unaffected. Developer End User will notify OPTIMAJET when its license contact changes; OPTIMAJET will then move any private source code access to the new license contact and, on request, reissue the License Statement naming the new license contact, at no charge.

INTEGRATORS AND RESELLERS. Where an integrator or another contractor, including a partner of OPTIMAJET, builds a Licensed Product for a client (the organization for which the Licensed Product is built), except as the CONTRACTOR-HELD LICENSES paragraph provides, the license is issued to the client, the contractor may buy and pay for it on the client's behalf, and the contractor works on the Licensed Product as the client's Authorized Contractor. A contractor, or a person who works for it, that installs, uses, or orders the SOFTWARE DEVELOPMENT PRODUCT(S) for a client does not accept this EULA for the client and makes no representation of authority for it; that use is covered by the client's license, by a license that the contractor holds for the client under the CONTRACTOR-HELD LICENSES paragraph, or by the EVALUATION paragraph. After the handover, the contractor may work on the Licensed Product only as the client's Authorized Contractor and may not use the client's license, license keys, or Source Code other than Public Source Code for any other client or product. Public Source Code may be used for another client or product only under the separate rights that this EULA grants for that use. Each separate product of a client needs its own license. A product that Developer End User, including an integrator, owns and installs for one or more End Customers is its own Licensed Product. Its installations in the End Customers' environments are covered either by one license of Developer End User that includes OEM use under Section 17.4, which covers them all, or by a license of each End Customer for the copy installed for it, with that End Customer's Licensed Use and with the product of Developer End User named as the Licensed Product in its License Statement. Developer End User may instead hold, in its own name, a license for each such copy, with the Licensed Use that the End Customer's use of the copy would need if the End Customer were Developer End User, read with the End Customer's own Own Users, Affiliates, and environment and, for a public body, with the PUBLIC BODIES paragraph, and with the End Customer named in its License Statement. Developer End User may assign such a license, by written notice to OPTIMAJET, to that End Customer or to another person that the End Customer names to take over that copy, if the assignee accepts this EULA in writing; the license then covers only that copy, within the same Licensed Use and usage limits, its access to Source Code other than Public Source Code passes only to an assignee that does not develop or provide a Competing Product, and OPTIMAJET will reissue its License Statement in the name of the assignee at no charge. Where the End Customers or Developer End User hold such licenses, Developer End User may develop, test, and support its product for all of them in Non-Production Use under any of those licenses, each copy runs in Production Use under its own license and license key, and Modified Software made from Source Code other than Public Source Code may be installed only for End Customers whose copies are covered by licenses that include access to that code. Modified Software made only from Public Source Code may be installed under any paid license that

covers the copy, within that license's scope and covered versions. A license of Developer End User for internal commercial use or for a Public Web Application / SaaS does not cover those installations. A product is the integrator's own where the integrator keeps the copyright in it and licenses it to its clients; a product that the integrator delivers under a contract that assigns it to the client, or that it develops for one client's own use and does not license to anyone else, is the client's, whoever holds its copyright. If the integrator instead runs its own product as a service for its clients, that is a Public Web Application / SaaS under Section 17.3. A license bought through a reseller is issued to the client named in the License Statement; a reseller is not OPTIMAJET's agent and cannot change this EULA. OPTIMAJET issues a License Statement once the price is paid or on credit terms that it chooses; once issued, a license is not terminated for a failure of a reseller or a contractor to pay OPTIMAJET, whose remedy for that failure is against the purchaser. Where a purchaser pays for a perpetual license in installments, the license runs for the period paid until it is paid in full, as its License Statement states, and Developer End User may pay the balance to OPTIMAJET directly to keep the license. A refund under this EULA is paid to the person who paid the price or, if that person has ceased to do business, to Developer End User.

PAYMENT. Developer End User will pay the price of each license, renewal, and option that it buys, as its quote, its order, or the price list states. A failure to pay, within thirty (30) days after OPTIMAJET's written notice that it is overdue, an amount that is due and not disputed in good faith is a material breach of this EULA in relation to the license concerned, and until the amount is paid OPTIMAJET need not issue new license keys, updates other than the security updates that mandatory law requires OPTIMAJET to provide free of charge, or source code access for that license. This paragraph does not apply to a failure of a reseller or a contractor to pay, which the INTEGRATORS AND RESELLERS paragraph governs. An amount that is due under this EULA and not paid when due, including a refund, bears simple interest at five percent (5%) a year from its due date until it is paid.

TAXES. Unless the quote or the price list states otherwise, prices exclude taxes, duties, and withholdings, which Developer End User will pay, other than taxes on OPTIMAJET's net income. Where the law requires Developer End User to withhold tax from a payment, it will increase the payment so that OPTIMAJET receives the price stated.

CONTRACTOR-HELD LICENSES. Where the client asks for it or has not yet accepted this EULA, the contractor may hold the license in its own name for that client's Licensed Product until it hands the Licensed Product over. The handover is the delivery or acceptance of the Licensed Product that the contract between the contractor and the client names as the handover or, if it names none, the client's final acceptance of the Licensed Product. Where the contractor works for the client through one or more other contractors, the contracts between them and with the client are read together as the contract between the contractor and the client, a payment for the license to the contractor by the client or by another of those contractors counts as payment by the client, and the client may also name any of those contractors as the new holder. While the contractor holds the license: (a) the Licensed Use and usage limits of the license, and Own Users, the security perimeter, Production Use, End Customers, and the PUBLIC BODIES paragraph, are read as if the client were Developer End User, and delivering the Licensed Product to the client, installing it in the client's environment, and operating it for the client are not OEM use under Section 17.4; (b) the contractor may deliver the Licensed Product, with its build materials and license keys, to the client or to another contractor that the client names and, where the license includes access to Source Code other than Public Source Code, may also deliver to that recipient that non-public Source Code and Modified Software containing it in source code form that the contractor holds under that license, if the recipient has accepted this EULA or has agreed in writing, with OPTIMAJET or in an undertaking that names OPTIMAJET as entitled to enforce it, to be bound by the CONFIDENTIALITY paragraph of Section 1.3; after that delivery, point (v) of that paragraph does not make the contractor responsible for the acts of that client or contractor; (c) a termination for a breach by the contractor that does not concern that license does not affect it, and on such a termination OPTIMAJET will reissue the license to the client or to another contractor that the client names; and (d) a use of the Licensed Product by the client that goes beyond the license and that the contractor did not make or

authorize is the client's use; the client may cover it under the USE BEYOND THE LICENSE paragraph, counting from the date it receives OPTIMAJET's notice, the contractor is not responsible for it, and OPTIMAJET may terminate that license under Section 15 if the use is not covered. Until the client accepts this EULA, its employees and other contractors may use the Licensed Product but may not develop with the SOFTWARE DEVELOPMENT PRODUCT(S) under that license. At the handover, the contractor will assign the license to the client by written notice to OPTIMAJET. If the contractor stops working on the Licensed Product before the handover, it will assign the license in the same way to the client or to another person that the client names for the same Licensed Product, such as the client's new contractor, provided that, for a license that includes access to Source Code other than Public Source Code, that person does not develop or provide a Competing Product, as and when the contract between the contractor and the client provides or, if that contract is silent, once the client has paid the contractor for the license; a new contractor then holds the license on the same terms, and any other person named holds it as Developer End User. OPTIMAJET will also reissue a license that a contractor holds, to the client or to another person that the client names under the previous sentence, on a joint written notice of the contractor and the client, on a final decision of a court or an arbitral tribunal, or, where the contractor is insolvent or does not answer the client's written request within thirty (30) days after receiving it, on a written notice of the client with evidence that their contract has ended; OPTIMAJET is not liable for acting on such a notice or decision. OPTIMAJET will reissue the License Statement in the name of the new holder, and move any private source code access to it, at no charge once the new holder accepts this EULA in writing, including through a contract or an order that incorporates it. The reissued license keeps the version of this EULA under which the license was granted unless the new holder chooses the current version in writing, and the license keys issued before the reissue remain valid for the new holder for the same Licensed Product and Licensed Use. A written agreement signed under Section 16 only for that license, and a support plan bought for it, pass to the new holder with the license, together with the contractor's obligations under them other than paying for them, unless that agreement or plan states otherwise, and OPTIMAJET's obligations under them to the contractor end at the reissue. From the reissue, the obligations of the contractor for that license end, other than its duty to pay, as they fall due, the amounts that it owes for that license and for such an agreement or plan, its duty not to use that license or its license keys or Source Code other than Public Source Code for any other client or product, not to publish those license keys, and not to give them to anyone other than the new holder and the persons who work on its behalf under this Section 1.1, and the CONFIDENTIALITY paragraph of Section 1.3 for non-public Source Code and the parts of Modified Software that contain it and that the contractor still holds, and it remains liable for its own breaches before the reissue. If the client has not accepted this EULA within ninety (90) days after the handover notice, the obligations of the contractor for the use of the Licensed Product after the handover end when that period ends, but the contractor remains liable for its own breaches; until the client accepts this EULA, OPTIMAJET may decline to renew that license or to issue new license keys for it. A handover notice and an acceptance for a license of Workflow Engine NEO under its end-user license agreement also cover the Form Engine license included in or purchased with it.

USAGE LIMITS. The usage limits that the price list or the License Statement states for a license, such as the number of Domains and wildcard Domains, apply to the license. Within its Licensed Use and the usage limits of its license, including its Domains, a license covers any number of deployments, environments, tenants, users, and instances of the Licensed Product, and adding them needs no further license or fee; a license that covers the copy of one End Customer under the INTEGRATORS AND RESELLERS paragraph covers only that copy. A license for OEM use under Section 17.4 also covers the uses under Sections 17.2 and 17.3, and a license for a Public Web Application / SaaS under Section 17.3 also covers internal commercial use under Section 17.2, for the same Licensed Product. Under OEM use, the domains of the installations of End Customers are not Domains of Developer End User and do not count toward its domain limits, and OPTIMAJET will issue license keys for them on request at no charge; it may issue one key that covers the installations of that Licensed Product. A Form Engine license included in or purchased with an edition of Workflow Engine NEO has no limit on Domains unless the price list on workflowengine.io states one.

PUBLIC BODIES. Where Developer End User is a ministry, department, agency, or other public body, its own units, meaning its parts that have no separate legal personality and the bodies that the law makes part of it, are part of Developer End User. What point (ii) of Section 17.5 does not count as use, such as occasional participation of persons of other public bodies in Developer End User's own internal process, their requests by email, letter, or telephone, and access by auditors, inspectors, law enforcement, and supervisory, legislative, and judicial bodies to review the records of that process, and the work of the individuals of other public bodies whom Section 17.2 makes Own Users, remain internal commercial use. Other public bodies that use a Public Web Application / SaaS of Developer End User in the same way and on the same terms as members of the public, for example by filing their own applications through a portal open to the public, are covered by its license under Section 17.3 and need not be named. Where Developer End User is a public body, any other use of the Licensed Product by other public bodies that are not its Affiliates, including the bodies that act under Developer End User's direction or supervision by law and the bodies to which Developer End User provides a shared service under a law, a government decision, or a written shared-service arrangement, is covered only by a license that includes OEM use under Section 17.4, whether that use would otherwise count as internal commercial use or as a Public Web Application / SaaS. That license covers only the bodies that the License Statement names or that Developer End User later names in a written notice to OPTIMAJET. Those bodies may use the Licensed Product only through the deployments that Developer End User operates or, where the License Statement says so, through installations of their own. A parent or superior authority of Developer End User may be named like any other body; the license never covers bodies of the same government that are not named, or the government or the state as a whole. Where a contractor holds a license for a public body under the CONTRACTOR-HELD LICENSES paragraph, or Developer End User holds a license for the copy of a public body under the INTEGRATORS AND RESELLERS paragraph, and that public body pays for its renewal or for a purchase under the USE BEYOND THE LICENSE paragraph through its procurement, the periods that the RENEWAL PRICES, USE BEYOND THE LICENSE, and EARLIER LICENSES paragraphs give a public body apply to that license, and a written commitment that the holder of that license gives OPTIMAJET for that public body under those paragraphs counts as that public body's commitment.

USE BEYOND THE LICENSE. This paragraph applies if Developer End User's use goes beyond its license in a way that the license key does not limit, for example in a second product, in a usage type that its license does not include, with the Form Engine Non-commercial License in a commercial product, with the SOFTWARE DEVELOPMENT PRODUCT(S) used for evaluation in Production Use, with new development or new deployments after an annual subscription ends, or by its contractor for another client. Within thirty (30) days after the earlier of (i) the date its license contact, its legal contact, or a manager responsible for the Licensed Product or for the product in which that use takes place learns of that use and (ii) the date it receives OPTIMAJET's notice of it, Developer End User may commit in writing to buy the license or upgrade that covers that use, for example by an order, a signed quote, or a purchase request, and then buy it within ninety (90) days after the earlier of those two dates or, for a public body, within the period that its procurement law requires, up to one hundred eighty (180) days. The price is the price in the price list or, for a license whose price the price list does not publish, the price, before any discount, that OPTIMAJET last quoted to Developer End User within the twelve (12) months before the commitment for that license and the same Licensed Product and Licensed Use or, failing that, OPTIMAJET's standard quote for it, without a surcharge. Where the use is by Developer End User's contractor for another client, that client may do the same, counting from the date it receives OPTIMAJET's notice, and the contractor may do the same, counting from the earlier of that date and the date it learns of that use; unless Developer End User authorized that use, OPTIMAJET's remedies for it lie only against the contractor and the other client, despite the PEOPLE paragraph, and the license of Developer End User is not terminated for it. Once the license or upgrade is bought, that use is licensed from its start and is not a breach of this EULA. A license or upgrade bought under this paragraph starts on the date that use started, and for an annual subscription Developer End User will pay for each term that has started since then. If Developer End User commits under this paragraph and does not buy within that period, the price is a sum due to OPTIMAJET. If, within those thirty (30) days, Developer End User disputes in writing and in good faith, stating its reasons, that the use goes beyond its

license, its continued use while the dispute is pending is not an intentional breach, and OPTIMAJET will not terminate the license for that use while the dispute is pending. The dispute stops being pending when Developer End User withdraws it; when ninety (90) days have passed after OPTIMAJET rejects it in writing and neither party has started arbitration or court proceedings about it under the GOVERNING LAW AND DISPUTES paragraph of Section 16; or when proceedings so started end without a decision on it. If the dispute is resolved against Developer End User, by agreement or by a final decision, or stops being pending, the periods for the commitment and the purchase under this paragraph run from that date, and the license or upgrade covers the whole period of that use. This paragraph does not apply to a breach of Section 1.2, of the CONFIDENTIALITY paragraph of Section 1.3, or of point (a) or (c) of Section 1.4.

EVALUATION. Developer End User may use Form Engine Designer and the rest of the SOFTWARE DEVELOPMENT PRODUCT(S) free of charge and without functional limits, to evaluate them, to develop and test a future Licensed Product, including a commercial one, and to demonstrate it to prospective customers in Non-Production Use, before it buys a license for that Licensed Product. An integrator or another contractor may do the same to develop a future Licensed Product for a client before the client's license is bought. After an annual subscription for a Licensed Product ends, new development of that Licensed Product with the SOFTWARE DEVELOPMENT PRODUCT(S) requires a renewal. A commercial license that includes the packages used is needed before Production Use, except for the non-commercial use described in Section 17.1.

UPDATES AND PERPETUAL USE. A perpetual license does not expire. It covers the versions of the SOFTWARE DEVELOPMENT PRODUCT(S) that OPTIMAJET releases during the update period stated in the price list on the date of purchase or in the License Statement, including major versions, and during each renewal of that period. When the update period ends, Developer End User may keep using the versions released during the update period and its renewals, within the Licensed Use, without time limit. New versions released after that require a renewal of updates at the price that the price list states (or, if it states none, at the price that OPTIMAJET quotes for that license), or on the terms of the quote or agreement for that license. A license sold as an annual subscription is granted for the term paid. When the term ends, the license continues only for the copies of the Licensed Product then in use, including their Non-Production Use, without updates (except where mandatory law requires OPTIMAJET to provide security updates free of charge), new development, or new deployments; new development and new deployments with the SOFTWARE DEVELOPMENT PRODUCT(S) require a renewal. Until the subscription is renewed, Form Engine Designer, including Form Engine Designer delivered as part of a Licensed Product, shows a notice of non-commercial use, which must remain fully visible, except in a copy that runs with the license key of a perpetual license that an End Customer has bought directly from OPTIMAJET; OPTIMAJET will issue that key for that copy on request. A new release of the Licensed Product that contains Form Engine Designer is new development, and installing the Licensed Product for a new End Customer or in a new production environment, or giving a new End Customer access to a hosted Licensed Product, including as a new tenant, is a new deployment; restarting, scaling, or restoring after a failure, including in a replacement environment, the copies then in use for the End Customers that used them when the subscription ended is neither. An End Customer of a Licensed Product under OEM use may buy from OPTIMAJET, at the price in the price list, a perpetual license for the copy that it uses, of a type listed in Section 18 whose Licensed Use, Domains, and features cover its own use of that copy. A license sold as perpetual and paid in installments becomes perpetual when it is paid in full; until then, it runs only for the period paid, and OPTIMAJET may issue its license keys for that period only.

RENEWAL PRICES. OPTIMAJET will announce a new renewal price by notice to the license contact at least ninety (90) days before it applies. A renewal price fixed for a prepaid period does not change during that period. The renewal price of an existing license, for updates or for an annual subscription, may increase only once in any period of twelve (12) months. The renewal price per year may exceed the price per year of the previous renewal of that license before any discount by no more than ten percent (10%) for each year, or period of three hundred sixty-five (365) days, that the previous renewal covered; for a first renewal, it may

exceed the renewal price per year that the price list or the quote stated on the date of purchase by no more than ten percent (10%) for each year, or period of three hundred sixty-five (365) days, of the first update period or term. A discount that OPTIMAJET gives for a purchase or a renewal, including for a prepaid period, applies to that purchase or renewal only, unless its quote states otherwise. This paragraph applies to a renewal made before the period it renews ends or, for a public body that commits in writing to the renewal before that period ends, for example by a notice of its intent to renew, which may be subject to the availability of funds and to its procurement procedure, within the period that its procurement law requires, up to one hundred eighty (180) days after it ends; the renewed period then starts on the day after the previous period ended, and a public body's renewal made after that day is backdated to it. Any other renewal made after the period it renews ends is priced as the price list states. This paragraph applies to a renewal of the same scope (the same license, Licensed Use, Licensed Product, and Domains, whatever the length of the renewed period) and prevails over the price list and over a quote for it. New purchases follow the price list. No license, update period, Source Code Window, or subscription renews automatically unless Developer End User chooses automatic renewal when it buys. OPTIMAJET will remind the license contact in writing at least thirty (30) days before an automatic renewal and before the end of an annual subscription, an update period, or a period paid in installments, and Developer End User may cancel an automatic renewal at any time before its date.

EARLIER LICENSES. A license bought under a license type that OPTIMAJET no longer sells, including the Form Engine Custom License (issued as the Formengine Custom License), keeps the terms of its purchase until it is renewed under the NEW VERSIONS paragraph of Section 16; a license for a term, including an annual subscription, runs until the end of the term paid, and a perpetual license keeps the right to use the versions released during its update periods without time limit. A renewal continues the same scope or moves to the closest current license that is not smaller; a Form Engine Custom License with OEM use may move to Form Engine Enterprise. A move to another license is priced as the price list or OPTIMAJET's quote for that move states, and the RENEWAL PRICES paragraph applies from its next renewal. OPTIMAJET will announce on formengine.io, at least twelve (12) months in advance, the date after which it stops renewing updates of an earlier license, and will notify the license contacts of that license of that date; a renewal made before that date may move to the closest current license that is not smaller. After that date, or where the update period of a license has ended before the renewal and the renewal is not a public body's renewal within the period that the RENEWAL PRICES paragraph allows, OPTIMAJET may decline to renew updates of that license; Developer End User may then buy any current license.

CHANGES TO LICENSES. A later change of the names, composition, or prices of OPTIMAJET's licenses does not reduce the rights under a license already purchased for the versions released before the change and during the update period in which the change takes effect.

LICENSE INFORMATION. Developer End User must promptly provide OPTIMAJET, directly or through the purchaser acting on its behalf, with the information reasonably necessary to prepare and maintain an accurate License Statement for a purchased license it holds. That information must be true, accurate, complete, and current, including, as applicable, Developer End User's legal name and business address, the identity of the purchaser and any End Customer whose copy the license covers, the name and primary purpose of the Licensed Product, its intended Licensed Use, and the license contact's business contact details. Developer End User must promptly notify OPTIMAJET in writing of any change to, or error in, that information. A separate legal contact or security contact is optional. Providing or correcting information does not by itself expand the purchased license or authorize a transfer. Requests to identify Licensed Products remain subject to the frequency limit, response period, and standard of knowledge in the LICENSE KEYS AND DATA paragraph. The restrictions on access to systems and data in that paragraph also remain unchanged.

LICENSE KEYS AND DATA. The parts of the SOFTWARE DEVELOPMENT PRODUCT(S) that Developer End User installs verify license keys and domain names locally and work without any connection to systems operated by OPTIMAJET. They do not send OPTIMAJET any data about Developer End User, its Licensed

Products, their users, or the data they process; OPTIMAJET's websites, online documentation, and hosted demos are governed by its privacy notice. If a later version offers a feature that sends data to OPTIMAJET, that feature will be off unless Developer End User turns it on. Developer End User may choose to give OPTIMAJET details of an installation, for example to receive support; the SOFTWARE DEVELOPMENT PRODUCT(S) does not send them by itself. OPTIMAJET will use the confidential information of Developer End User only to issue, verify, and administer licenses, renewals, and payments, to send the notices and advisories that this EULA provides for, to register projects, to provide support, and, in a form that identifies neither Developer End User nor its End Customers, to improve its products and services, which does not include copying Developer End User's code or forms into OPTIMAJET's products or using them to train machine-learning models. OPTIMAJET will protect that confidential information with at least reasonable care. OPTIMAJET will disclose that information only to its personnel and contractors who need it for those purposes and are bound by confidentiality. OPTIMAJET will delete that information on request once it is no longer needed for those purposes. OPTIMAJET may also use and disclose that information in confidence to enforce or defend its rights under this EULA, and may disclose it to the extent that a law, a court, or a public authority with jurisdiction over OPTIMAJET requires, after notifying Developer End User, where the law permits, so that Developer End User can seek protection; it may keep that information for as long as a law or a litigation hold requires. This EULA gives OPTIMAJET no access to the systems of Developer End User or to personal data or government data other than the business contact details of the persons who request, buy, or manage a license, and OPTIMAJET does not need or ask for such access or data to issue licenses, license keys, and updates or to provide support. Developer End User may remove such data from anything that it sends to OPTIMAJET and will not send it protected health information or other data whose processing requires a business associate agreement or terms beyond the data processing terms that OPTIMAJET agrees to under this paragraph, or government-related data or bulk U.S. sensitive personal data as 28 C.F.R. Part 202 defines them. If personal data or government data, other than the business contact details described above, reaches OPTIMAJET and is not data that this paragraph prohibits Developer End User from sending, OPTIMAJET will, to the extent permitted by applicable law and any data processing terms agreed under this paragraph, use it only to answer the request with which it was sent. If data that this paragraph prohibits Developer End User from sending reaches OPTIMAJET, OPTIMAJET will not use it to answer a request and may handle it only as permitted by applicable law to isolate, return, or delete it, or as required by applicable law. For personal data or government data, other than the business contact details described above, that reaches OPTIMAJET, whether or not this paragraph prohibits Developer End User from sending it, OPTIMAJET will not sell it or disclose it other than as the previous sentences permit, will delete it within ninety (90) days after the request is resolved or, if Developer End User so requests, without further use and without undue delay, other than copies in backups, which are deleted in their normal cycle, unless a law or a litigation hold requires OPTIMAJET to keep it, and will confirm the deletion in writing if Developer End User so requests. OPTIMAJET will notify Developer End User in writing without undue delay after it becomes aware of any unauthorized access to, or disclosure of, Developer End User's confidential information held by OPTIMAJET, or of any accidental or unlawful destruction, loss, or alteration of personal data that it processes on behalf of Developer End User. Where OPTIMAJET nevertheless processes personal data on behalf of Developer End User, for example in material sent for support, OPTIMAJET will, on request, agree on data processing terms with Developer End User that meet the law that applies to that processing. OPTIMAJET may ask Developer End User in writing, not more than once in any period of twelve (12) months, to name the Licensed Products in which it uses the license keys that OPTIMAJET issued to it or for a license that it holds, and Developer End User will name them in writing, to its knowledge after reasonable inquiry, within thirty (30) days after the request.

1.2 COMPETING PRODUCTS

This Section 1.2 applies to every license granted under this EULA. Publishing or maintaining a source-only fork or patch that complies with the PUBLIC SOURCE CODE paragraph of Section 1.3 is not, by itself, developing or providing a Competing Product. This exception does not cover offering a separate product, SDK, or service for third parties to use as a substitute for the SOFTWARE DEVELOPMENT PRODUCT(S).

DEFINITION. "Competing Product" means software, a library, a component, a hosted service, or a platform, whether paid or free, whose primary purpose is to let third parties design, build, or render forms in software that they develop themselves. It includes:

(a) a form builder, form designer, or form rendering engine offered as a library, component, SDK, or standalone tool;

(b) an application programming interface, SDK, or hosted service that gives third-party developers substantially the same capabilities as the SOFTWARE DEVELOPMENT PRODUCT(S); and

(c) a product marketed as a substitute for, or an alternative to, the SOFTWARE DEVELOPMENT PRODUCT(S).

The points above are examples; software falls under them only if its primary purpose is the one stated in this definition. In this Section, third parties do not include Developer End User, its Affiliates, the Authorized Contractors working for them, or the public bodies named under the PUBLIC BODIES paragraph of Section 1.1; an internal platform used only by them is not a Competing Product, and each separate product built on it needs its own license where the LICENSED USE paragraph of Section 1.1 requires one.

RESTRICTION. The licenses granted in this EULA do not extend to any use of the SOFTWARE DEVELOPMENT PRODUCT(S), the Source Code, Modified Software, or OPTIMAJET's confidential information in a Competing Product, for a Competing Product, or to develop one. Developer End User may not make such use and may not provide any of those items to anyone for that purpose.

WHAT IS NOT A COMPETING PRODUCT. A Licensed Product is not a Competing Product merely because:

(i) it uses the SOFTWARE DEVELOPMENT PRODUCT(S) to provide forms that are part of its own functionality, in any industry, for example healthcare, banking, insurance, supply chain, or HR;

(ii) its End Customers create or change forms through the user interface or the APIs of the Licensed Product, including the embedded Form Engine Designer, provided that they do not receive the programming interfaces of the SOFTWARE DEVELOPMENT PRODUCT(S) to develop their own software outside the Licensed Product, other than the interfaces that Section 6 permits;

(iii) it is a low-code, workflow, or business process management application in which End Customers configure their forms and processes through the Licensed Product, within the limits of point (ii); or

(iv) it offers APIs that let End Customers use the Licensed Product or integrate it with their other systems, including APIs that create or submit forms.

TIME OF ASSESSMENT. Whether a Licensed Product is a Competing Product is decided by its primary purpose when Developer End User first makes it available to third parties and, if Developer End User later changes that primary purpose, again at that time. A Licensed Product does not become a Competing Product later because OPTIMAJET releases a new product, edition, or capability.

INDEPENDENT DEVELOPMENT. Nothing in this EULA restricts Developer End User from developing any software, including software that competes with OPTIMAJET's products, independently and without use of the SOFTWARE DEVELOPMENT PRODUCT(S) or OPTIMAJET's confidential information. For this Section 1.2, developing software with an AI coding assistant, code index, or cache that holds the Source Code or code decompiled from the SOFTWARE DEVELOPMENT PRODUCT(S) in a project, workspace, or other development context that Developer End User supplies, selects, or connects for that development is a use of

the SOFTWARE DEVELOPMENT PRODUCT(S); once that code is removed from those contexts, later development with those tools is not, for that reason alone, such a use. A provider's independent storage of Public Source Code outside those contexts does not by itself make Developer End User's development a use of that code. This exception does not permit Developer End User to supply, retrieve, or use that code for a Competing Product, or to direct a service to do so. Form Engine Core may be used under the MIT License for any purpose that license allows.

CONFIRMATION. Developer End User may describe a product to OPTIMAJET in writing and ask whether it is a Competing Product. OPTIMAJET will answer in writing within fifteen (15) business days. If OPTIMAJET does not answer in time, its silence is not a confirmation. A written confirmation that a product is not a Competing Product and that states that it is given under this paragraph binds OPTIMAJET for that product as described and for its later versions with the same primary purpose. OPTIMAJET's confirmations and any guidance it publishes on this Section 1.2 can only narrow the scope of this Section, never widen it. Where a License Statement, or a quote that Developer End User accepted in writing, describes the primary purpose of the Licensed Product, OPTIMAJET confirms by issuing the license that a product with that primary purpose, as described, is not a Competing Product; the name of a product alone is not such a description.

1.3 SOURCE CODE AND MODIFICATIONS

This Section 1.3 applies to Public Source Code and, where Developer End User's license includes such access, to other Source Code. Public availability is not a grant of unrestricted commercial use or an open-source license. The MIT License and third-party licenses remain unaffected as the second paragraph of this EULA and Section 7 provide.

PUBLIC SOURCE CODE. Subject to this EULA, Developer End User may, without buying a license, access, copy, study, audit, modify, and build Public Source Code for the evaluation, development, testing, and demonstration permitted by the EVALUATION paragraph of Section 1.1, including for a future commercial Licensed Product, and for the non-commercial use permitted by Section 17.1. A paid license is required before any Production Use that Section 17 requires to be commercially licensed. These free rights do not renew an expired subscription or permit new development or new deployments of its Licensed Product where Section 1.1 requires renewal.

Developer End User may also publish and share Public Source Code and Modifications to it as source-only forks, patches, or pull requests, including repository-generated source archives, provided that it: (i) includes this EULA in the version under which OPTIMAJET published that code, all applicable license and copyright notices, and a clear notice that changes are unofficial; (ii) grants recipients the rights in its Modifications needed to exercise the same rights, subject to the same conditions, under that version of this EULA, without representing that OPTIMAJET authored, approved, supports, or warrants those Modifications; (iii) includes no non-public Source Code, confidential information, or license key, except an example key that OPTIMAJET expressly publishes for redistribution; and (iv) complies with Sections 1.2 and 1.4. Recipients must comply with this EULA for OPTIMAJET's code and need their own paid license before any Production Use for which Section 17 requires a commercial license; a fork does not transfer the publisher's commercial license, Domains, update entitlement, or license keys. This permission applies despite the restrictions on sharing and distribution in Sections 5, 6, and 17.1. Merely maintaining or publishing a permitted fork is not commercial Production Use and does not itself require a paid license.

This source-sharing permission does not permit public distribution of standalone ready-to-use builds or distributions of the SOFTWARE DEVELOPMENT PRODUCT(S) or Modified Software, including built, bundled, or minified npm packages, container images, binary releases, or downloadable CI build artifacts. Ordinary human-readable source files and build scripts remain source files for this purpose even if their programming language allows them to run without compilation. OPTIMAJET alone publishes such standalone public distributions, unless it authorizes another publisher in writing. Private builds, caches, package registries, and

CI artifacts used by Developer End User and the persons working on its behalf for a use permitted by this EULA are allowed. Obtaining source through a version-control dependency and building it for such a use is allowed. Delivery of built files within a Licensed Product, including to browsers, OEM distribution, and evaluation builds, remains governed by Section 6. A source archive may include the build scripts and supporting source materials that OPTIMAJET publishes with the corresponding source release. This does not authorize redistributing a standalone ready-to-use build merely because a source archive also contains it.

Public Source Code must not be used to train or fine-tune machine-learning models. AI coding assistants may be used with it under terms or settings under which the provider does not use it for training and does not disclose it beyond what is needed to provide the service. These restrictions do not restrict a right that applicable law does not allow OPTIMAJET to restrict. Nothing in this EULA withdraws rights that OPTIMAJET separately grants, through its authorized publication of Public Source Code and the applicable platform agreement, to the hosting platform or its users. This recognition grants no additional right under this EULA to commercial Production Use, unpaid updates, standalone built distribution, or bypassing Protected Code.

LICENSE. Subject to all the terms and conditions of this EULA, OPTIMAJET grants Developer End User a non-exclusive, worldwide license, not transferable except as Section 5 and the CONTRACTOR-HELD LICENSES paragraph of Section 1.1 permit, to:

(a) use, copy, review, audit, modify, and compile the Source Code to develop, test, maintain, and support the Licensed Product of that license, and to review and audit the Source Code, including in a debugger, for the other Licensed Products of Developer End User;

(b) use Modified Software as part of the Licensed Product of that license within its Licensed Use, including by delivering its client-side files in built form to the browsers of End Customers under Section 6; and

(c) where the Licensed Use includes OEM use under Section 17.4, distribute Modified Software in built (compiled, bundled, or minified) form only, as an integral part of the Licensed Product, under Section 6.

VERSIONS AND DURATION. For Public Source Code, the paid rights under the LICENSE paragraph cover only the versions covered by Developer End User's paid license under Section 1.1. Public access to a later version, a fork, or a build does not add it to that entitlement. Incorporating code from a later OPTIMAJET release into an older version requires entitlement to that later code for use under the paid license; changing a version number, release date, or build date does not change this. Independently created Modifications do not become a later OPTIMAJET release merely because they are made or built later. Corrections and security updates that this EULA or mandatory law requires OPTIMAJET to provide remain covered as those provisions require. For other Source Code, the LICENSE paragraph covers every version that OPTIMAJET makes available to Developer End User during its Source Code Window. For a perpetual license, Developer End User may keep using, modifying, building, and, within its Licensed Use, distributing its covered versions without time limit after that window ends. For an annual subscription, the limits after its term ends in Section 1.1 continue to apply. The paid rights never last longer than the paid license; the separate free rights to Public Source Code remain subject to the PUBLIC SOURCE CODE paragraph and Section 15.

OWNERSHIP. OPTIMAJET and the respective rights holders retain their rights in the SOFTWARE DEVELOPMENT PRODUCT(S) and the Source Code, including the parts of them contained in Modified Software. OPTIMAJET's rights in contributions received under a contributor license agreement are the rights granted by that agreement; their inclusion in the SOFTWARE DEVELOPMENT PRODUCT(S) does not by itself transfer copyright ownership to OPTIMAJET. As between OPTIMAJET and Developer End User, and subject to those rights, Developer End User owns its Modifications and its Licensed Product; their ownership as between Developer End User and its contractors is governed by their agreement. Except as the CONTRIBUTIONS paragraph of this Section provides, nothing in this EULA gives OPTIMAJET any right to a Licensed Product or to Developer End User's own code, and Developer End User is not required to share its Modifications with OPTIMAJET.

CONTRIBUTIONS. A contribution intentionally submitted to OPTIMAJET through its repository contribution process is governed by the contributor license agreement that the contributor separately accepts for that contribution. That agreement governs the rights granted in the contribution and prevails over this paragraph for those rights; it does not replace the commercial license needed to use the SOFTWARE DEVELOPMENT PRODUCT(S). No change to that agreement binds an earlier contribution without the required acceptance. The existing Form Engine contributor license agreement grants copyright and patent licenses and permits commercial relicensing; it does not assign copyright ownership to OPTIMAJET. A contributor may grant only rights that it owns or is authorized to grant, including any rights of its employer. Where no separately accepted contributor agreement applies, Developer End User's submission of Modifications, fixes, or suggestions expressly designated as a contribution, or of its correction required by Section 1.4, is subject to the following grant: Developer End User grants OPTIMAJET a perpetual, irrevocable, worldwide, non-exclusive, royalty-free license to use, copy, modify, sublicense, and distribute that contribution as part of OPTIMAJET's products, including under commercial licenses, and will not assert its copyright in that contribution against OPTIMAJET or its customers with respect to those products. Information sent for support, a privately maintained Modification, or publication of a fork or patch without submission to OPTIMAJET is not a contribution merely for that reason. OPTIMAJET remains free to develop functionality independently.

CONFIDENTIALITY. This paragraph applies only to Source Code other than Public Source Code, and to the parts of Modified Software that contain such non-public Source Code. References to Source Code in this paragraph mean that non-public code. It is OPTIMAJET's confidential information and, to the extent it qualifies under applicable law, its trade secret. Developer End User will:

(i) use the Source Code only as this Section 1.3 permits;

(ii) except for the built client-side files delivered to browsers under Section 6, give access to the Source Code, and to Modified Software in source code form, only to its employees, the employees of its Affiliates, and its Authorized Contractors who need it for a Licensed Product and who are bound by written obligations that prohibit them from disclosing it and from using it for any other purpose (an AI coding assistant or an online service used under point (iii) is not a person given access);

(iii) keep the Source Code in access-controlled systems, never use it to train or fine-tune a model, and never publish it or upload it to a public code repository, a public package registry, or an online service that uses it to train models or discloses it to anyone other than as needed to provide the service, except that Developer End User may use AI coding assistants with the Source Code if they are used under terms or settings under which the provider does not use the Source Code to train models and does not disclose it to anyone other than as needed to provide the service;

(iv) notify OPTIMAJET in writing without undue delay after it becomes aware of any unauthorized access to, or disclosure of, the Source Code;

(v) be responsible for the acts and omissions of the persons to whom it gives access as for its own;

(vi) when a person no longer needs access, end that access and make sure that the person returns or deletes the copies of the Source Code that it holds; and

(vii) after an unauthorized disclosure, take the steps reasonably available to it to remove the Source Code from public access, keep the evidence of the disclosure, and cooperate with OPTIMAJET's requests to take it down.

Developer End User may disclose the Source Code to the extent that a law, a court, or a supervisory authority with jurisdiction over it requires, after notifying OPTIMAJET where the law permits and asking for confidential treatment, and may give access to its auditors, its regulators and other supervisory authorities, and its legal advisers who are bound by confidentiality. Information that is or becomes public other than

through a breach of a confidentiality obligation owed to OPTIMAJET is not confidential. The Source Code does not become Public Source Code because it is disclosed without OPTIMAJET's authorization, and the CONFIDENTIALITY paragraph of this Section continues to apply to it.

These obligations continue after the Source Code Window and this EULA end.

RESPONSIBILITY FOR MODIFICATIONS. Modifications and Modified Software are the sole responsibility of Developer End User. OPTIMAJET's support and the warranty in Section 12 cover only the officially published versions of the SOFTWARE DEVELOPMENT PRODUCT(S), and, except as a support agreement with OPTIMAJET provides, OPTIMAJET corrects defects and security vulnerabilities only in the current version. Developer End User is responsible for correcting them in its Modified Software and, except where mandatory law requires OPTIMAJET to provide security updates free of charge, in the versions it keeps after the Source Code Window ends, or may renew the Source Code Window to receive the current version with its corrections and its Source Code. To get support for an issue in Modified Software, Developer End User must either reproduce it on an officially published version or request a quote.

COMPLIANCE CONFIRMATION. OPTIMAJET may ask Developer End User in writing, not more than once in any period of twelve (12) months, to confirm in writing that its use of the Source Code complies with this EULA, and Developer End User will, within thirty (30) days after the request, confirm in writing, to its knowledge after reasonable inquiry, that its use of the Source Code complies with this EULA or describe how it does not. No confirmation is required without such a request.

1.4 LICENSE KEYS AND PROTECTED CODE

"Protected Code" means the parts of the SOFTWARE DEVELOPMENT PRODUCT(S) and of the Source Code that verify license keys or Domains, enforce the license type, capabilities, usage limits, or domain limits of a license, or display the notices or warnings that the SOFTWARE DEVELOPMENT PRODUCT(S) shows when it runs without a valid license key or after an annual subscription ends; the data that the verification of license keys and Domains uses; the marks that identify the license under which OPTIMAJET made a copy of the Source Code available; and every part that OPTIMAJET identifies as Protected Code in the Source Code or in its documentation. An identification applies only to the versions of the Source Code in which OPTIMAJET makes it.

Developer End User may not, and may not permit anyone to:

(a) change, disable, remove, bypass, or circumvent the Protected Code or the license key functionality, including by hiding or visually overlapping a notice or warning that it displays;

(b) use the SOFTWARE DEVELOPMENT PRODUCT(S) or Modified Software to obtain licenses, capabilities, versions, products, or uses that its license does not cover, or to exceed the usage or domain limits of its license;

(c) create, use, or distribute license keys that OPTIMAJET did not issue; or

(d) use a license key outside the purpose for which OPTIMAJET issued it, including outside its Licensed Product and its Licensed Use, or in Production Use outside its Domains, or share it with anyone for such use.

Public availability of Protected Code permits its inspection under Section 1.3; it does not authorize any act prohibited by this Section. The licenses granted in this EULA do not extend to any use described in points (a) through (d). A use for which a license or upgrade is bought under the USE BEYOND THE LICENSE paragraph of Section 1.1, within the periods stated there, by Developer End User or by the other client or the contractor referred to there, is not a breach of point (b) or (d). A change to the Source Code that does not change which licenses, capabilities, versions, uses, Domains, or limits the license key permits, and does not remove

or hide a notice or warning that the SOFTWARE DEVELOPMENT PRODUCT(S) shows when it runs without a valid license key or after an annual subscription ends, or a mark that identifies the license, is not a breach of point (a).

Developer End User may not publish a license key, other than inside a Licensed Product as Section 6 permits, in the files delivered to browsers under Section 6, or where OPTIMAJET expressly publishes that example key for redistribution. Developer End User will tell OPTIMAJET without undue delay after it learns that a key has been published or used without authorization. Permitted redistribution of an example key does not by itself require notice or replacement and does not expand the purpose or use for which OPTIMAJET issued it. After such unauthorized publication or use, OPTIMAJET will issue a replacement key at no charge, and versions released after the replacement may refuse the published key.

Building a covered version of the Source Code with Modifications, including after the Source Code Window ends, is not a change of the Protected Code if the build keeps the original version identity, release date, and other data that the license key verification uses for that version, and OPTIMAJET will provide the build setting or the license key that such a build needs. Developer End User will send to OPTIMAJET any correction of a security vulnerability that it makes in the Protected Code, to the extent that the export control and sanctions laws that apply to Developer End User permit it, and that correction is a contribution under the CONTRIBUTIONS paragraph of Section 1.3.

OPTIMAJET will issue the license keys that a Licensed Product needs within the Licensed Use, the Domains, and the features that the license permits, including keys for its desktop editions, so that Developer End User never needs to change the Protected Code. OPTIMAJET will issue a license key that the license permits, including a key for a changed Domain or for the domain of a standby system, at no charge within two (2) business days after Developer End User requests it by email to hello@optimajet.com; for a renewal or an installment whose payment OPTIMAJET receives at least two (2) business days before the end of the period that it continues, OPTIMAJET will issue the new license key before that period ends. This paragraph is subject to the PAYMENT and CONTRACTOR-HELD LICENSES paragraphs of Section 1.1 and to Section 11.

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2. LIMITATIONS ON REVERSE ENGINEERING, DECOMPILATION, AND DISASSEMBLY

Except as Section 1.3 expressly permits, and except to the extent that applicable law permits it despite this limitation, Developer End User may not reverse engineer, decompile, or disassemble the SOFTWARE DEVELOPMENT PRODUCT(S), or create derivative works of the SOFTWARE DEVELOPMENT PRODUCT(S) itself. Decompiling or reformatting the SOFTWARE DEVELOPMENT PRODUCT(S) in a debugger, an IDE, an AI coding assistant used under terms or settings that meet point (iii) of the CONFIDENTIALITY paragraph of Section 1.3, or another development tool, and viewing the result, to diagnose it or to use it in a Licensed Product, is not a breach of this Section, provided that Developer End User does not copy, modify, or distribute that code, other than the copies that such tools make and keep in the ordinary course of that use, such as caches and session histories, which Developer End User does not use for any other purpose, or use it to change the Protected Code. Any use of the SOFTWARE DEVELOPMENT PRODUCT(S) outside the licenses granted in this EULA is unlicensed, and OPTIMAJET reserves all rights and remedies available to it under applicable law.

YOUR OWN WORK. A Licensed Product, and the code, custom components, form definitions, actions, validators, localizations, themes, and other works that Developer End User creates through the documented interfaces and extension points of the SOFTWARE DEVELOPMENT PRODUCT(S), are not derivative works restricted by this Section 2. As between OPTIMAJET and Developer End User, Developer End User owns them, subject to OPTIMAJET’s rights in the parts of the SOFTWARE DEVELOPMENT PRODUCT(S) that they contain, and, except as the CONTRIBUTIONS paragraph of Section 1.3 provides, nothing in this EULA gives OPTIMAJET any right to them.

3. SEPARATION OF COMPONENTS

Sections 1.3, 1.4, 2, 5, 6, 7, and 8 set out what Developer End User may do with the parts of the SOFTWARE DEVELOPMENT PRODUCT(S).

4. RENTAL

Developer End User may not rent, lease, or lend the SOFTWARE DEVELOPMENT PRODUCT(S). Providing a Licensed Product within the Licensed Use, as a hosted service or by distribution for any term, is not rental.

5. TRANSFER

Developer End User may not permanently or temporarily transfer any of its rights under this EULA to any person or entity without OPTIMAJET's prior written consent. However, Developer End User may assign this EULA to an Affiliate, and the license for a Licensed Product to the successor to all or substantially all of the business or assets to which that Licensed Product belongs, with written notice to OPTIMAJET, if the assignee agrees in writing to be bound by this EULA and, for a license that includes access to Source Code other than Public Source Code, does not develop or provide a Competing Product. Developer End User may also assign a license for the copy of an End Customer to that End Customer or to the person that the End Customer names, as the INTEGRATORS AND RESELLERS paragraph of Section 1.1 provides. After such an assignment, the assignor may use the assigned license and its license keys only as an Affiliate or an Authorized Contractor of the assignee or, for the Non-Production Use of its own product, as the INTEGRATORS AND RESELLERS paragraph of Section 1.1 permits. An integrator may also assign a license to the client for which it built the Licensed Product, or to another contractor that the client names, under the CONTRACTOR-HELD LICENSES paragraph of Section 1.1. Where the law that applies to a perpetual license does not allow Developer End User's right to transfer it to be restricted, Developer End User may transfer that perpetual license as a whole, without its access to Source Code other than Public Source Code, by written notice to OPTIMAJET, if it stops all use and deletes its copies and license keys, and the transferee accepts this EULA in writing and does not develop or provide a Competing Product; the license keeps its license type, Licensed Use, and usage limits and covers one Licensed Product of the transferee that the notice names. A change of control of Developer End User is not a transfer under this Section; Section 1.2 continues to apply, and Source Code other than Public Source Code may not be made available to a new controlling person that develops or provides a Competing Product. If the name of Developer End User changes, its license keys remain valid, and OPTIMAJET will reissue the License Statement in the new name at no charge on request with evidence of the change of name, such as an extract from a public register; such a reissue does not transfer the license to another person, which only this Section permits. Except for the separate rights to Public Source Code under Section 1.3, regardless of any modifications that Developer End User makes and of how it compiles, links, or packages its programs, no one other than Developer End User and the persons who work on its behalf under Section 1.1 may use the libraries, Redistributables, or other files included in the SOFTWARE DEVELOPMENT PRODUCT(S), or any part of them, to develop programs. End Customers and their contractors may configure and extend their copy of a Licensed Product, or their tenant or instance of a Licensed Product provided as a hosted service, through its documented extension points, for use only within that copy, tenant, or instance; this is not development of programs under this Section. Developer End User may not share copies of the Redistributables with co-developers other than those persons, and is responsible for the compliance of those persons with this EULA. Developer End User may copy the OPTIMAJET documentation for internal use, share it with the persons who work on its behalf under Section 1.1 and with its auditors, regulators, and other supervisory authorities, and adapt the documentation of Form Engine Designer, and of the form definition formats and interfaces that End Customers use in a Licensed Product, for the user documentation of a Licensed Product.

6. REDISTRIBUTION

The source-sharing permission in the PUBLIC SOURCE CODE paragraph of Section 1.3 is a separate exception to the restrictions in this Section 6 and does not turn Source Code into Redistributables. The SOFTWARE DEVELOPMENT PRODUCT(S) includes files (“Redistributables”) intended for distribution by Developer End User to the users of the software applications that it creates. The REDISTRIBUTABLES paragraph below defines them, and only the files it designates are Redistributables.

Developer End User may not distribute any files of the SOFTWARE DEVELOPMENT PRODUCT(S) that are not Redistributables, including design-time tools, executables, and source code, except Modified Software distributed under Section 1.3 and as Section 5 and this Section otherwise permit. Developer End User may not develop software applications that provide third parties with an application programming interface to the SOFTWARE DEVELOPMENT PRODUCT(S), or to Modified Software, for developing their own software, and may not offer the SOFTWARE DEVELOPMENT PRODUCT(S) as a standalone product, library, component, or API service. Interfaces that let End Customers use a Licensed Product or integrate it with their other systems, including interfaces that create or submit forms, are permitted. Software that End Customers write to call those interfaces, such as a portal, a mobile application, or an integration, uses the Licensed Product and is not development of their own software under this Section. Delivering the client-side files of Form Engine Designer and of the rest of the SOFTWARE DEVELOPMENT PRODUCT(S), including Modified Software in built form, to the browsers of End Customers as part of a Licensed Product within the Licensed Use is permitted; this delivery is not a distribution that this Section 6 prohibits.

Developer End User may not distribute the SOFTWARE DEVELOPMENT PRODUCT(S), in any format, to others for development or application compilation purposes, except to the persons who work on its behalf under Section 1.1 and, for the configuration and extension of their copy, tenant, or instance that Section 5 permits, to End Customers and their contractors.

Developer End User may not redistribute any files of the SOFTWARE DEVELOPMENT PRODUCT(S) for evaluation or under the Form Engine Non-commercial License, except that an integrator or another contractor that develops a future Licensed Product for a client under the EVALUATION paragraph of Section 1.1 may give that client, once the client has accepted this EULA, which a public body does as the first paragraph of this EULA describes, including through its contract with that integrator or contractor where that contract incorporates this EULA, a build of that Licensed Product for acceptance, testing, and demonstration, in Non-Production Use only. Developer End User may likewise give a prospective End Customer a build of its own Licensed Product for evaluation and demonstration in Non-Production Use only, for up to ninety (90) days in total for each prospect; any Production Use of that build needs a license for that copy under the INTEGRATORS AND RESELLERS paragraph of Section 1.1 or a license that includes OEM use under Section 17.4. A client that uses such a build in Production Use is responsible for that use, which it may cover under the USE BEYOND THE LICENSE paragraph of Section 1.1; the contractor is not responsible for it if it delivered the build to a client that had so accepted this EULA, with a written notice that the build is for Non-Production Use only.

DISTRIBUTION AS PART OF A LICENSED PRODUCT. When Developer End User distributes Redistributables or Modified Software as part of a Licensed Product, delivers them to the browsers of End Customers, or provides a Licensed Product as a hosted service, Developer End User will: (a) provide them only as an integral part of the Licensed Product, and not as a standalone product, library, component, or development tool; (b) bind its End Customers, other than persons whose participation does not count as use under point (ii) of Section 17.5, by an agreement that permits use only as part of the Licensed Product, prohibits extracting the SOFTWARE DEVELOPMENT PRODUCT(S) or Modified Software or using them or any license key included in the Licensed Product to develop or run other software, prohibits reverse engineering to the extent that applicable law allows such a prohibition, and gives End Customers no warranty from OPTIMAJET and no claim against it, other than their rights under Sections 5 and 15 and any claim that the law does not

allow to be excluded; for a Licensed Product provided as a hosted service or a Public Web Application / SaaS, terms of use that permit use only as part of the service and grant no right to the SOFTWARE DEVELOPMENT PRODUCT(S) meet this point, and a public body may meet it for other public bodies by an instruction or a shared-service arrangement; (c) keep the copyright notices of OPTIMAJET contained in the files or, where Developer End User bundles or minifies them, in the legal comments of the bundle or in a notice file distributed with it; and (d) give End Customers no Source Code and no Modified Software in source code form, except Public Source Code and Modifications to it shared under Section 1.3 and the built client-side files delivered to browsers under this Section 6. The source-sharing exception does not expand the End Customer's rights to use an embedded copy, extract a built component, or use the license keys of Developer End User. End Customers keep the copies of the Licensed Product they have received as Section 15 sets out.

REDISTRIBUTABLES. The Redistributables are the npm packages of Form Engine that the price list or the License Statement includes in the purchased license and that OPTIMAJET publishes for deployment, in built form, and Modified Software in built form distributed under Section 1.3. Source code, source code repositories, design-time tools not intended for deployment, license keys, and any tool that creates license keys are not Redistributables; Developer End User may nevertheless include in a Licensed Product the license key that OPTIMAJET issued for it, within its Licensed Use. Sample code that OPTIMAJET publishes in its public repositories and documentation may be used and adapted in a Licensed Product.

7. THIRD-PARTY LIBRARIES

The SOFTWARE DEVELOPMENT PRODUCT(S) uses or includes third-party components, which the package.json files of each npm package and of the packages that it depends on identify, including those that a bundle package contains. They are provided under their own licenses, which prevail over this EULA for those components, including their disclaimers and limitations of liability, but not over the DEFECT CORRECTION paragraph of Section 12 for those components as included in the SOFTWARE DEVELOPMENT PRODUCT(S). On request, OPTIMAJET will provide, for each release, the software bill of materials that it has prepared for that release, if any, in a machine-readable format, the licenses of its third-party components, and the information that an integrator needs under Annex II, point 8(f), of Regulation (EU) 2024/2847.

8. COPYRIGHT

All title and copyrights in and to the SOFTWARE DEVELOPMENT PRODUCT(S) (including, without limitation, any OPTIMAJET trademarks, copyrighted images, demos, source code, intermediate files, packages, photographs, Redistributables, animations, video, audio, music, text, and applets incorporated into the SOFTWARE DEVELOPMENT PRODUCT(S), the accompanying printed materials, and any copies of the SOFTWARE DEVELOPMENT PRODUCT(S)), other than the third-party components under Section 7, are owned by OPTIMAJET, its subsidiaries, or their respective licensors and other rights holders, subject to Developer End User's rights in its Modifications and the rights retained by contributors under Section 1.3. OPTIMAJET grants rights in licensed material only to the extent it is authorized to do so.

9. MARKETING AND DESCRIPTIONS OF THE LICENSED SOFTWARE

Developer End User may not take any action that may distort information about the ownership of the SOFTWARE DEVELOPMENT PRODUCT(S), and may not claim, or create the impression, that it owns the copyright to it.

Each of OPTIMAJET and Developer End User may use the name and logo of the other in its marketing materials, advertisements, and websites, in accordance with fair business practices and within reasonable limits necessary for describing and promoting the SOFTWARE DEVELOPMENT PRODUCT(S) or the Licensed Products. This includes OPTIMAJET mentioning Developer End User as a customer and a reference on its websites and in its presentations. Where Developer End User is a public body, this covers only naming it as a customer, as the law and the binding procurement rules that govern it permit, and never naming it as a reference, using its seal, insignia, or other official marks, or stating that it endorses OPTIMAJET or its products. Where Developer End User and OPTIMAJET have signed a non-disclosure agreement at Developer End User's request, OPTIMAJET will not name Developer End User as a customer or use its name and logo. OPTIMAJET will stop naming Developer End User as a customer and using its name and logo within thirty (30) days after Developer End User asks it to do so by email to hello@optimajet.com.

OPTIMAJET will not publicly show forms, data, or other content that Developer End User or its End Customers created with the SOFTWARE DEVELOPMENT PRODUCT(S) without Developer End User's prior written consent. Developer End User may publicly show content of that kind that it created itself, to describe or promote the SOFTWARE DEVELOPMENT PRODUCT(S) or its Licensed Products.

10. DOWNLOAD OF SOFTWARE DEVELOPMENT PRODUCT(S)

OPTIMAJET makes the SOFTWARE DEVELOPMENT PRODUCT(S) available through the npm registry and the other installation sources named in its official installation documentation (https://formengine.io/documentation/formengine-designer/getting-started/installation/). OPTIMAJET makes Public Source Code available through the public repository named in its official installation documentation. Where Developer End User's license includes access to other Source Code, OPTIMAJET makes that code available through the repository it names to Developer End User. Permitted forks are unofficial copies; receiving one does not expand the versions covered by a paid license. A copy obtained through an internal mirror, cache, or offline repository of an official installation source that Developer End User, or a person who works on its behalf under Section 1.1, operates counts as obtained from that source.

11. EXPORT RESTRICTIONS

Developer End User will comply with all export control and economic sanctions laws that apply to it and to the SOFTWARE DEVELOPMENT PRODUCT(S), and will not export, re-export, or make the SOFTWARE DEVELOPMENT PRODUCT(S) available, including as part of any application that Developer End User creates, to any country, territory, person, or entity in breach of those laws. For a Public Web Application / SaaS, Developer End User meets this obligation through screening that is reasonable for that kind of service. OPTIMAJET represents that neither it nor any person that owns fifty percent (50%) or more of it is the target of sanctions administered by the United States, the European Union, the United Kingdom, or the United Nations, and it will notify Developer End User without undue delay if that changes. On request, OPTIMAJET will provide the information that it has on the export control classification of the SOFTWARE DEVELOPMENT PRODUCT(S). Nothing in this Section requires a party to act in a way that would breach Council Regulation (EC) No 2271/96 or a similar anti-boycott law that applies to it. OPTIMAJET need not issue license keys, updates, source code access, support, refunds, or remedies under Section 14 to Developer End User to the extent that sanctions or export control laws that apply to OPTIMAJET, to the banks or payment providers that it uses, or to the transaction prohibit it, or while Developer End User, or a person that owns fifty percent (50%) or more of it, is the target of sanctions administered by the United States, the European Union, the United Kingdom, or the United Nations, and in those cases it may terminate a license by written notice; it will then refund, where those laws permit, the net price paid in advance for the unused part of an annual

subscription or of a prepaid update period. After such a termination, the periods of Section 15 during which Developer End User may continue to use the SOFTWARE DEVELOPMENT PRODUCT(S) apply only to the extent that those laws permit.

12. DISCLAIMER OF WARRANTY

LIMITED WARRANTY. The warranty period of a paid license is twelve (12) months from the latest of the following dates that apply to it: the date OPTIMAJET first issues its license key; for a license that a contractor held under the CONTRACTOR-HELD LICENSES paragraph of Section 1.1, the date of its reissue to the client; and, where the License Statement of a license that a contractor or a public body bought before Production Use states a later warranty start date, that date. It never ends later than twenty-four (24) months after OPTIMAJET first issued the license key, and it ends earlier if the license ends earlier. During the warranty period, the SOFTWARE DEVELOPMENT PRODUCT(S) will perform materially as described in its documentation. If Developer End User reports a reproducible failure to do so within the warranty period, OPTIMAJET will correct it or provide a workaround, and it will deliver such a correction even if the update period of that license has ended; the license then covers the corrected version for that purpose. If OPTIMAJET does not correct the failure or provide a workaround within forty-five (45) business days after the report, Developer End User may terminate that license and receive a refund of its net price: in full if the report was made within sixty (60) days after the warranty period began, and otherwise reduced by one twelfth of that net price for each full month from the start of the warranty period to the date of the report. For a Form Engine license included in a license of Workflow Engine NEO, that refund is of the net price of that license of Workflow Engine NEO and is due only if Developer End User also ends that license. Where the license includes source code access, the refund is paid once Developer End User has confirmed in writing the cessation of use and destruction of copies that Section 15 requires. If Developer End User terminates more than thirty (30) days after those forty-five (45) business days end, the refund is further reduced by one twelfth of that net price for each full month from the end of those thirty (30) days to the termination, but not below zero. If Developer End User chooses to wait instead, this right ends when OPTIMAJET delivers the correction or workaround. These are Developer End User’s sole remedies for a failure to perform as described in the documentation. The warranty does not cover the non-commercial use under Section 17.1, evaluation use, Modified Software, use contrary to the documentation, third-party software, or failures caused by Developer End User’s own code or by an environment that does not meet the documented system requirements. The warranty passes with the license when the license is assigned. OPTIMAJET also represents and warrants that it has the right to grant the licenses in this EULA and that, as delivered by OPTIMAJET, the SOFTWARE DEVELOPMENT PRODUCT(S) contains no virus or back door, no code designed to disable it other than the license key verification that this EULA describes, and no code designed to send data to OPTIMAJET or to any third party other than as Developer End User configures it, except that Form Engine Designer loads its code editor from a public content delivery network unless Developer End User configures it to load the editor locally, as its documentation describes. These representations are OPTIMAJET’s only promises about the rights of others in the SOFTWARE DEVELOPMENT PRODUCT(S); Section 14 sets out what OPTIMAJET does if a third party claims that the SOFTWARE DEVELOPMENT PRODUCT(S) infringes its rights, and its remedies are the only remedies where a breach of these representations consists of such a claim. A renewal does not restart the periods of this paragraph.

DEFECT CORRECTION. OPTIMAJET will correct, at its own expense and with or without a support plan, the reproducible defects (failures of the SOFTWARE DEVELOPMENT PRODUCT(S) to perform as its documentation describes) and security vulnerabilities in the SOFTWARE DEVELOPMENT PRODUCT(S) that are reported to it, including vulnerabilities in the third-party components that it includes, which OPTIMAJET corrects by updating, replacing, or mitigating those components, or provide a workaround for a defect, and will deliver the corrections in its regular releases, without committing to a time frame. For a security vulnerability, this paragraph does not limit what Regulation (EU) 2024/2847 requires of OPTIMAJET. Except as a support agreement with OPTIMAJET provides, corrections are made in the current version of the

SOFTWARE DEVELOPMENT PRODUCT(S), and earlier versions are not corrected separately. Developer End User receives corrected versions on the terms of its update period, except where mandatory law requires OPTIMAJET to provide security updates free of charge. OPTIMAJET will publish, with its release notes on formengine.io, a security advisory for each security vulnerability that it corrects. It will also inform the license contacts and any security contacts on record for paid licenses of any actively exploited vulnerability and any severe incident having an impact on the security of the SOFTWARE DEVELOPMENT PRODUCT(S), including a compromise of OPTIMAJET's build or distribution systems that has led or is capable of leading to malicious code in it, and publish them for other users, with the available mitigations, without undue delay after it becomes aware of them, in the manner that Regulation (EU) 2024/2847 requires, whether or not that Regulation applies to the license concerned. Times for correcting or mitigating security vulnerabilities, and notices beyond those that this paragraph states, are committed only in a support plan that states them or in a written agreement signed under Section 16. Vulnerabilities may be reported to support@optimajet.com. This paragraph also applies to Form Engine Core used in a Licensed Product under a paid license.

Except as stated in this Section 12 and in the LICENSE KEYS AND DATA paragraph of Section 1.1, OPTIMAJET expressly disclaims any warranty for the SOFTWARE DEVELOPMENT PRODUCT(S). EXCEPT AS STATED IN THIS SECTION 12 AND IN THE LICENSE KEYS AND DATA PARAGRAPH OF SECTION 1.1, THE SOFTWARE DEVELOPMENT PRODUCT(S) AND ANY RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. EXCEPT AS STATED IN THIS SECTION 12 AND IN THE LICENSE KEYS AND DATA PARAGRAPH OF SECTION 1.1, OPTIMAJET DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE USE, OF THE SOFTWARE DEVELOPMENT PRODUCT(S) IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. Except in an agreement that prevails under Section 16, no oral or written information or advice given by OPTIMAJET or its employees creates a warranty or extends the LIMITED WARRANTY.

13. LIMITATIONS ON LIABILITY

IN NO EVENT WILL OPTIMAJET OR DEVELOPER END USER BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION) ARISING OUT OF OR IN CONNECTION WITH THIS EULA, THE USE OF OR INABILITY TO USE THE SOFTWARE DEVELOPMENT PRODUCT(S), OR THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES UNDER OPTIMAJET'S COMMERCIAL SUPPORT AGREEMENT FOR FORM ENGINE, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Developer End User is responsible for testing the SOFTWARE DEVELOPMENT PRODUCT(S) in its Licensed Product before Production Use and for backing up its data.

THE TOTAL LIABILITY OF EACH OF OPTIMAJET AND DEVELOPER END USER TO THE OTHER, ARISING OUT OF OR IN CONNECTION WITH THIS EULA, WILL NOT EXCEED THE NET PRICE OF THE LICENSE CONCERNED (THE "LIABILITY LIMIT"). REFUNDS UNDER THIS EULA COUNT TOWARD THE LIABILITY LIMIT, AND SO DO THE COSTS THAT A PARTY BEARS TO DEFEND THE OTHER UNDER SECTION 14, OR UNDER A SIGNED AGREEMENT THAT THE IP CLAIMS PARAGRAPH OF SECTION 14 REFERS TO UNLESS THAT AGREEMENT STATES OTHERWISE, AND THE AMOUNTS THAT IT PAYS UNDER EITHER; NEITHER PARTY IS REQUIRED TO SPEND OR PAY UNDER THEM MORE THAN THE LIABILITY LIMIT ALLOWS. A REFUND OF THE NET PRICE PAID IN ADVANCE FOR AN UNUSED PERIOD IS PAID IN FULL EVEN WHERE IT EXCEEDS THE LIABILITY LIMIT. WHERE A CLAIM CONCERNS SEVERAL LICENSES, THE LIABILITY LIMIT IS THE HIGHEST NET PRICE AMONG THEM; FOR THE LIABILITY LIMIT, A FORM ENGINE LICENSE INCLUDED IN A LICENSE OF WORKFLOW ENGINE NEO HAS THE NET PRICE OF THAT LICENSE, AND THE TWO LICENSES HAVE ONE LIABILITY LIMIT FOR ALL CLAIMS UNDER THIS EULA AND THE END-USER LICENSE AGREEMENT OF

WORKFLOW ENGINE NEO; FOR THE LIABILITY LIMIT, THE NET PRICE OF A PERPETUAL LICENSE IS THE NET PRICE OF ITS ORIGINAL PURCHASE TOGETHER WITH THE NET PRICE OF EACH UPGRADE OF IT, AND THE NET PRICE OF AN ANNUAL SUBSCRIPTION IS THE NET PRICE PAID FOR THE TERM IN WHICH THE CLAIM AROSE OR, FOR A CLAIM THAT AROSE AFTER ITS LAST TERM PAID, FOR THAT LAST TERM. FOR THE LIABILITY LIMIT, THE NET PRICE OF A LICENSE INCLUDES THE NET PRICE OF EVERY OPTION BOUGHT FOR IT, SUCH AS SOURCE CODE ACCESS, INCLUDING AN OPTION THAT A WRITTEN AGREEMENT SIGNED UNDER SECTION 16 STATES RAISES THE LIABILITY LIMIT, AND THE NET PRICE OF A LICENSE PAID IN INSTALLMENTS IS THE NET PRICE OF ALL ITS INSTALLMENTS, WHETHER OR NOT THEY HAVE BEEN PAID. SUCH AN OPTION RAISES THE LIABILITY LIMIT BY ITS NET PRICE ONLY, UNLESS THAT AGREEMENT STATES ANOTHER AMOUNT. OPTIMAJET WILL STATE THE NET PRICE OF A LICENSE, AND THE FEES DEDUCTED IN CALCULATING THAT NET PRICE, ON REQUEST TO THE PERSON WHO PAID IT AND, WHERE A REFUND OR A CLAIM UNDER THIS EULA REQUIRES IT, TO DEVELOPER END USER. THE LIABILITY OF DEVELOPER END USER UNDER THE INDEMNITY BY DEVELOPER END USER PARAGRAPH OF SECTION 14 FOR USE UNDER THE FORM ENGINE NON-COMMERCIAL LICENSE, FOR EVALUATION, OR FOR A USE THAT NO LICENSE GRANTED IN THIS EULA COVERS IS NOT LIMITED BY THIS PARAGRAPH. REGARDLESS OF THE CAUSE OF FAILURE OR FAULT OR THE FORM OF ANY CLAIM, DEVELOPER END USER'S SOLE REMEDY AND OPTIMAJET'S SOLE OBLIGATION ARE GOVERNED BY THIS EULA AND BY ANY AGREEMENT THAT PREVAILS OVER IT UNDER SECTION 16. OPTIMAJET IS NOT LIABLE FOR A FAILURE OF THE SOFTWARE DEVELOPMENT PRODUCT(S) THAT RESULTS FROM ACCIDENT, ABUSE, ALTERATION, UNAUTHORIZED USE, OR MISAPPLICATION OF THE SOFTWARE DEVELOPMENT PRODUCT(S).

The liability limit applies to all claims in connection with a license together, whoever makes them, and Developer End User is responsible for a claim against OPTIMAJET in connection with that license by its Affiliates, its Authorized Contractors, or the public bodies named under it, as if it had made the claim itself. Damages, costs, and attorneys' fees that a party pays to a third party, or bears in the defense, under Section 14 are direct damages and are not excluded by the first paragraph of this Section. In this Section 13, the liability of a party includes what it spends and pays under Section 14 and under a signed agreement that the IP CLAIMS paragraph of Section 14 refers to. Section 14 is subject to this Section 13, including where Section 14 states OPTIMAJET's entire liability. When a party has spent and paid under Section 14, in connection with a license, the full amount that the liability limit allows, it may end its conduct of the defense and settlement by written notice; the other party then conducts them at its own cost and is no longer bound by points (b) and (c) of the paragraph of Section 14 under which it was defended, but no settlement may require the party that gave the notice to admit fault, to pay any amount, or to take or stop any action without its prior written consent, and that party will give the assistance that the other party reasonably requires, at the other party's expense. A remedy under Section 14 that would cost more than the liability limit allows is not feasible with commercially reasonable efforts.

The exclusions and limitations in this Section 13 do not apply to: (i) liability for amounts payable to the other party under this EULA that are due and not disputed in good faith, other than refunds, which count toward the liability limit as the third paragraph of this Section states; (ii) liability for fraud; (iii) liability for a breach of a party's confidentiality obligations under this EULA, or for a use of the other party's software, source code, or other intellectual property outside the rights that this EULA grants, in either case only where the party committed that breach or use knowing that it was a breach of this EULA or continued it after the other party's written notice that describes it, and other than a use for which a license or upgrade is bought under the USE BEYOND THE LICENSE paragraph of Section 1.1 within the periods stated there; for this purpose, Developer End User knows what its license contact, its legal contact, or a manager responsible for the Licensed Product or for the product in which that breach or use takes place knows, and OPTIMAJET knows what its directors or the manager responsible for the matter know; or (iv) any liability that the law governing the claim does not allow to be limited or excluded, including, where that law so provides, liability for willful misconduct, gross negligence, death or personal injury, or under product liability law. Where Developer End User integrates the SOFTWARE DEVELOPMENT PRODUCT(S), or a package of Form Engine that OPTIMAJET publishes under the MIT License, such as Form Engine Core, used in a Licensed Product under a paid

license, into a product and is liable for damage under a law implementing Directive (EU) 2024/2853, Developer End User waives any right of recourse against OPTIMAJET for that damage, as Article 12(2) of that Directive permits, and where that waiver does not apply, its recourse is limited to the liability limit. In every case Developer End User remains liable, without the liability limit and without the exclusion in the first paragraph of this Section, to pay, for the whole period of a use outside the licenses granted in this EULA, the price of the license or upgrade that covers that use, determined as the USE BEYOND THE LICENSE paragraph of Section 1.1 states for a purchase made on the date of OPTIMAJET's notice of that use, and, unless Developer End User committed to buy within the periods of the USE BEYOND THE LICENSE paragraph, interest on that price at the rate that the PAYMENT paragraph of Section 1.1 states from the date on which that use started. Developer End User also remains liable, without the liability limit and without the exclusion in the first paragraph of this Section, to pay the price of each license, renewal, option, and other purchase that it bought or committed in writing to buy under this EULA, a quote, or an order, as far as that price is due, whether or not it disputes the payment. This Section 13 limits the money that a party pays to the other. It does not limit injunctive or other non-monetary relief, termination under Section 15, or a party's obligations to stop a use, to destroy copies and confirm their destruction, and to keep information confidential. A breach of a party's rights in its software, source code, or confidential information may cause it harm for which damages are not an adequate remedy.

14. INDEMNIFICATION

IP CLAIMS. An "IP Claim" is a claim by a third party that the SOFTWARE DEVELOPMENT PRODUCT(S), as provided by OPTIMAJET and used in accordance with this EULA, infringes that third party's patent, copyright, or trademark or misappropriates its trade secret, where the claim is made against Developer End User, against its Affiliates that use the SOFTWARE DEVELOPMENT PRODUCT(S) under its license, or against the officers, directors, or employees of any of them. Developer End User will notify OPTIMAJET in writing of an IP Claim as soon as reasonably practicable after it becomes aware of it and will give OPTIMAJET the information about it that OPTIMAJET reasonably requests, other than information protected by legal privilege or that a court order or a duty of confidentiality forbids it to give. OPTIMAJET may take part in the defense of an IP Claim with its own counsel at its own cost, and Developer End User will not admit on OPTIMAJET's behalf that the SOFTWARE DEVELOPMENT PRODUCT(S) infringes. OPTIMAJET has no obligation to defend anyone against an IP Claim or to pay damages, costs, or settlements on it, and its only obligations for an IP Claim are those in the REMEDIES FOR AN IP CLAIM paragraph, unless OPTIMAJET and Developer End User agree otherwise in a written agreement signed under Section 16; Developer End User may ask OPTIMAJET for such an agreement, for example together with an option that raises the liability limit under Section 13.

REMEDIES FOR AN IP CLAIM. If an IP Claim is made or, in OPTIMAJET's reasonable opinion, is likely, OPTIMAJET may, at its option and expense, either obtain for Developer End User the right to continue using the affected part, or modify or replace that part so that it no longer infringes and keeps materially the same functionality. If neither is feasible with commercially reasonable efforts, OPTIMAJET may end the license concerned by notice and, if it does, will refund, for a perpetual license, its net price, reduced by one fifth for each full year since OPTIMAJET first issued its license key, together with the net price paid in advance for the unused part of a prepaid update period of that license and, for an annual subscription, only the net price paid in advance for its unused part. That termination takes effect ninety (90) days after OPTIMAJET's notice, or earlier where a court order or a settlement that binds Developer End User requires it; until then Developer End User may continue the Production Use of the versions that it uses on the date of the notice, and of the security updates that Section 15 describes, only to migrate away from the SOFTWARE DEVELOPMENT PRODUCT(S), as Section 15 describes that use, and OPTIMAJET will pay the refund when the license ends. For a Form Engine license included in a license of Workflow Engine NEO, that refund is of the net price of that license of Workflow Engine NEO and is due only if Developer End User also ends that license. If a court finally holds that the SOFTWARE DEVELOPMENT PRODUCT(S) infringes, or an order of a court or a public authority, including a preliminary injunction or a judgment enforceable pending appeal, bars Developer End

User from using it because of an IP Claim, in proceedings of which Developer End User notified OPTIMAJET under the IP CLAIMS paragraph, and OPTIMAJET has not done one of these within sixty (60) days after Developer End User's written notice of that holding or order, Developer End User may end the license concerned and receive that refund.

EXCLUSIONS. OPTIMAJET has no obligation under the REMEDIES FOR AN IP CLAIM paragraph for an IP Claim to the extent that it: (a) does not identify the SOFTWARE DEVELOPMENT PRODUCT(S) as the basis of the claim; (b) arises from a combination of the SOFTWARE DEVELOPMENT PRODUCT(S) with software, hardware, data, or processes that OPTIMAJET did not provide, where the claim would not have arisen without that combination; (c) arises from Modifications or another change that OPTIMAJET did not make, where the claim would not have arisen without them, or from use after OPTIMAJET gave notice under the REMEDIES FOR AN IP CLAIM paragraph that it ends the license concerned; (d) concerns use under the Form Engine Non-commercial License or under the EVALUATION paragraph of Section 1.1, any other use for which no price was paid (the use of a Form Engine license included in a license of Workflow Engine NEO is not such a use), or a third-party component under Section 7; or (e) arises from the parts of a Licensed Product other than the SOFTWARE DEVELOPMENT PRODUCT(S) as provided by OPTIMAJET, from the data, content, or materials of Developer End User or its End Customers, or from a breach of this EULA by Developer End User. This Section states OPTIMAJET's entire liability, and Developer End User's only remedies, for claims that the SOFTWARE DEVELOPMENT PRODUCT(S) infringes the rights of others, unless a written agreement signed under Section 16 provides otherwise.

INDEMNITY BY DEVELOPER END USER. Developer End User will defend OPTIMAJET and its officers, directors, employees, agents, and representatives against any claim made by a third party to the extent that it arises from (i) a use of the SOFTWARE DEVELOPMENT PRODUCT(S) by or for Developer End User in breach of this EULA, or (ii) a Licensed Product, or an application built under a license for which no price was paid, including claims by its End Customers, but, for the copy of another person's product that Developer End User licenses under the INTEGRATORS AND RESELLERS paragraph, only to the extent that the claim arises from Developer End User's own use, data, configuration, or changes of that copy, and will pay the damages, costs, and reasonable attorneys' fees finally awarded or agreed in a settlement that Developer End User approves, except to the extent that the claim arises from the SOFTWARE DEVELOPMENT PRODUCT(S) as provided by OPTIMAJET and used in accordance with this EULA, provided that:

(a) OPTIMAJET notifies Developer End User in writing of the claim as soon as reasonably practicable after it becomes aware of it, and a delay relieves Developer End User of its obligations only to the extent that the delay prejudices the defense;

(b) OPTIMAJET does not admit any liability for the claim or agree to any settlement or compromise of it without Developer End User's prior written consent, which Developer End User will not unreasonably withhold or delay;

(c) Developer End User has the exclusive conduct of the defense and settlement of the claim, but it will not agree to a settlement that requires OPTIMAJET to admit fault, to pay an amount that Developer End User does not pay, or to take or stop any action without OPTIMAJET's prior written consent, and OPTIMAJET may take part in the defense with its own counsel at its own cost; and

(d) OPTIMAJET gives Developer End User the assistance that Developer End User may reasonably require in connection with the claim, at Developer End User's expense.

A contractor that holds a license for a client under the CONTRACTOR-HELD LICENSES paragraph of Section 1.1 gives the indemnity under the INDEMNITY BY DEVELOPER END USER paragraph only for its own acts, and not for claims about the use of the Licensed Product after the reissue of that license.

15. TERMINATION

Without limiting any other rights or remedies, OPTIMAJET may terminate a license granted under this EULA by written notice if Developer End User materially breaches this EULA in relation to that license and does not cure the breach within thirty (30) days after receiving a written notice that describes the breach. Developer End User's other licenses are not affected. For an intentional breach, OPTIMAJET may terminate immediately by written notice: (i) this EULA and every license under it, other than the licenses that Developer End User holds for clients under the CONTRACTOR-HELD LICENSES paragraph of Section 1.1, which point (c) of that paragraph governs, if Developer End User uses the SOFTWARE DEVELOPMENT PRODUCT(S), the Source Code, or Modified Software in breach of Section 1.2; and (ii) the licenses concerned, if Developer End User breaches point (a) or (c) of Section 1.4 or discloses or distributes the Source Code in breach of Section 1.3. A breach is intentional only where Developer End User knew that its conduct breached this EULA, or continues that conduct after OPTIMAJET's written notice that describes the breach; for this purpose, Developer End User knows what its license contact, its legal contact, or a manager responsible for the Licensed Product or for the product in which that conduct takes place knows; conduct that Developer End User reasonably and in good faith believed to be permitted is not an intentional breach before that notice, and continued use during a good-faith dispute under the USE BEYOND THE LICENSE paragraph of Section 1.1 is not an intentional breach while that dispute is pending. If a termination under this paragraph is found not to meet its conditions, it takes effect as a notice of breach under the first sentence of this Section. A disclosure of the Source Code is not a ground for immediate termination if, within five (5) business days after Developer End User becomes aware of the disclosure, it removes the disclosed Source Code from public access or, where it was disclosed to particular persons without the authorization of its license contact, its legal contact, or a manager responsible for the Licensed Product or for the product in connection with which it was disclosed, obtains their written confirmation that they have deleted it and have not used it, and notifies OPTIMAJET, or if a person to whom Developer End User gave access made the disclosure without Developer End User's authorization and Developer End User takes reasonable steps to stop the disclosure once it becomes aware of it.

Developer End User may terminate a license by written notice if OPTIMAJET commits any of the following breaches and does not cure it within thirty (30) days after receiving a written notice that describes it: (a) it does not issue a license key that the Licensed Product needs within the Licensed Use, the Domains, and the features that the license permits (Section 1.4), other than a key that the PAYMENT or CONTRACTOR-HELD LICENSES paragraph of Section 1.1 or Section 11 allows OPTIMAJET to withhold; (b) it does not make available, during a period that Developer End User has paid for, the updates and, where the license includes source code access, the Source Code; (c) it receives data from the SOFTWARE DEVELOPMENT PRODUCT(S) contrary to the LICENSE KEYS AND DATA paragraph of Section 1.1; (d) it names Developer End User as a customer although it and Developer End User have signed a non-disclosure agreement at Developer End User's request, or more than thirty (30) days after a request to stop under Section 9, or shows Developer End User's content without its consent, contrary to Section 9; or (e) it treats as a Competing Product a product that it confirmed in writing under Section 1.2 is not one. Developer End User may also terminate a license by written notice if a supervisory authority with jurisdiction over Developer End User requires it in writing, or if a law, a regulation, or an order of a public authority that applies to Developer End User, including sanctions laws, prohibits it from continuing to use the SOFTWARE DEVELOPMENT PRODUCT(S) or to deal with OPTIMAJET or its successor. In each of these cases, OPTIMAJET will refund the net price paid in advance for the unused part of an annual subscription or a prepaid update period of that license. Developer End User may also terminate a license, other than a license that it holds for a client under the CONTRACTOR-HELD LICENSES paragraph of Section 1.1, at any time by written notice to OPTIMAJET, without a refund and without release from its obligation to pay the price of any term of an annual subscription that it committed in writing to buy; where it so terminates an annual subscription, or a license paid in installments before it is paid in full, it and the copies of its End Customers then have only the rights that they have when such a license ends without renewal or full payment, and not the twelve (12)

months that this Section gives after a termination. Where it so terminates a license during an intentional breach for which the first paragraph of this Section allows OPTIMAJET to terminate that license immediately, or during a failure to pay that the PAYMENT paragraph of Section 1.1 makes a material breach, this Section applies as if OPTIMAJET had terminated that license for that breach or that failure to pay. No other breach by OPTIMAJET gives Developer End User a right to terminate, except under Sections 12 and 14 and except a right to terminate for good cause that the law governing this EULA does not allow to be excluded, which gives the same refund. No refund of the price of a perpetual license is due except under Section 12 or 14.

On termination of a license, or of this EULA, Developer End User must stop using and distributing the SOFTWARE DEVELOPMENT PRODUCT(S), the Source Code, and Modified Software under the terminated licenses, and destroy the copies of them and of the related documentation that it holds under those licenses, except as the following paragraphs permit.

Copies of a Licensed Product that Developer End User delivered to End Customers or installed in their environments before termination, or before a license paid in installments ends without full payment, with license keys that OPTIMAJET issued for that Licensed Product, remain licensed to the End Customers that did not take part in a breach of this EULA and that comply with the terms that point (b) of the DISTRIBUTION AS PART OF A LICENSED PRODUCT paragraph of Section 6 requires. After a license paid in installments ends without full payment, they remain licensed for ninety (90) days, and OPTIMAJET will issue to such an End Customer, on request, a license key for its copy that remains valid for those ninety (90) days. After a termination or such an end, or if Developer End User becomes insolvent, such an End Customer may buy from OPTIMAJET, at the price in the price list, a license for the copy that it uses, of a type listed in Section 18 whose Licensed Use, Domains, and features cover its own use of that copy, and may have that copy maintained by its own contractors. Unless OPTIMAJET terminated immediately for an intentional breach under the first paragraph of this Section, and except after a termination with a refund under Section 12 or, beyond the period that Section 14 allows, under Section 14, Developer End User may, for twelve (12) months after termination, continue to maintain and support those copies for those End Customers, using the SOFTWARE DEVELOPMENT PRODUCT(S) and Modified Software only for that purpose.

Unless OPTIMAJET terminated the license for an intentional breach or for a failure to pay under the PAYMENT paragraph of Section 1.1, and except after a termination with a refund under Section 12 or, beyond the period that Section 14 allows, under Section 14, Developer End User may also, for twelve (12) months after termination, continue the Production Use of the versions that it used on the termination date, and of the security updates that mandatory law requires OPTIMAJET to provide free of charge, with the license keys that they need, within the Licensed Use and usage limits of the terminated license, including a hosted service for its existing End Customers where that Licensed Use includes one, only to migrate away from the SOFTWARE DEVELOPMENT PRODUCT(S) and without new development or new deployments, other than corrections of defects and security vulnerabilities in the Licensed Product, the restoration of the copies then in use after a failure, including in a replacement environment, and the tools that the migration needs, such as tools that export data or move running processes. Developer End User may keep one archival copy where a law or a litigation hold requires it, solely for that purpose and not for any production or development use. Within thirty (30) days after the periods that this Section permits end or, where none applies, after the termination, Developer End User will confirm in writing that it has destroyed the Source Code and Modified Software in source code form, except that archival copy. Where a license that includes source code access ends because it is not paid in full, or an annual subscription that includes it ends without renewal (where a public body, or the holder of a license to which the PUBLIC BODIES paragraph of Section 1.1 applies the periods of a public body, has committed in writing to a renewal under the RENEWAL PRICES paragraph of Section 1.1, when the period for that renewal ends without it), Developer End User will destroy the Source Code and Modified Software in source code form that it holds under that license and confirm it in the same way. Copies in backup or archive systems that are not accessible in the ordinary course of business may be

kept until they are deleted in the ordinary course, and Developer End User may keep its Modifications in a form that does not contain, reproduce, or translate the Source Code; the CONFIDENTIALITY paragraph of Section 1.3 continues to apply to them.

The expiration, non-renewal, or termination of a paid license does not by itself end the separate free rights to Public Source Code under Section 1.3. Public Source Code and Modifications to it retained or shared solely under those separate rights need not be destroyed, and a confirmation of destruction under this Section identifies that exception. Those rights do not permit continued commercial Production Use, continued use of a refunded license, or development or deployment of a Licensed Product for which Section 1.1 requires renewal. Subject to the separate platform rights recognized in Section 1.3, if OPTIMAJET terminates the separate Public Source Code rights for a breach under this Section, Developer End User must stop exercising those rights and remove the copies it made publicly available to the extent it controls them; that termination does not cancel rights already granted directly by OPTIMAJET to recipients who comply with this EULA. Receiving another copy or accepting this EULA again does not reinstate rights terminated for breach without OPTIMAJET's written agreement. The destruction and confidentiality obligations for non-public Source Code remain unchanged.

Developer End User may at any time, including after a license ends or is terminated, export its data and the data of its End Customers, including its and their form definitions and the data entered in forms from its own databases and files, and this EULA does not restrict that export; this paragraph gives no right to use the SOFTWARE DEVELOPMENT PRODUCT(S), the Source Code, or Modified Software beyond what the rest of this Section 15 permits.

The following survive termination: (a) Sections 1.2, 2, 8, 11, 12, 13, 14, and 16; (b) the DISTRIBUTION AS PART OF A LICENSED PRODUCT paragraph of Section 6, for the copies that End Customers keep; (c) the LICENSE KEYS AND DATA paragraph of Section 1.1; (d) the rules of Section 9 on OPTIMAJET naming Developer End User and showing its content and on the ownership of the SOFTWARE DEVELOPMENT PRODUCT(S); (e) the OWNERSHIP, CONTRIBUTIONS, CONFIDENTIALITY, and COMPLIANCE CONFIRMATION paragraphs of Section 1.3; (f) the rules of this Section 15 on refunds, on the export of data, and on the copies of End Customers; (g) for the maintenance, support, and migration that this Section 15 permits after termination, the LICENSE paragraph of Section 1.3 and Sections 1.4, 5, and 6; and (h) the PAYMENT and TAXES paragraphs of Section 1.1, for amounts due under this EULA.

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16. MISCELLANEOUS

The legal terms of this EULA may be modified only by a written agreement signed by Developer End User and an authorized officer of OPTIMAJET, or by a new version of this EULA that applies under the NEW VERSIONS paragraph of this Section. A written agreement signed in that way that amends or supplements this EULA, such as an addendum for a Licensed Product, prevails over this EULA for the matters it covers. Otherwise, the following order of precedence applies, from highest to lowest: (1) the License Statement, as corrected under this paragraph to match an accepted quote or order, for the scope of a license (Developer End User, the license, the Licensed Use, the Licensed Product, the Domains, and the periods); (2) a quote, order, or agreement for a license that OPTIMAJET issues and Developer End User accepts in writing, including electronically, for its prices, terms of payment, discounts, and renewal prices; (3) the price list on the date of purchase, for prices, Domains, update periods, and features; and (4) this EULA. The RENEWAL PRICES paragraph of Section 1.1 prevails over (2) and (3) for a renewal of the same scope, and Section 17 prevails over (3) for what each usage type covers. Where a License Statement differs from a quote or order that OPTIMAJET issued and Developer End User accepted in writing, OPTIMAJET will correct it to match at no charge, and until then that quote or order governs; a quote or order of a reseller or a contractor does not bind OPTIMAJET. A manifest error in a License Statement or a quote, such as a license type, a Licensed Use, or a price that does not match the purchase that both parties intended, is corrected to match that purchase. OPTIMAJET's Commercial Support Agreement for Form Engine, published at

https://optimajet.com/products/formengine/csa/, in the version in force when the support plan was bought until that plan is renewed, governs support services and prevails over this EULA for them, whether or not it is signed, but it neither reduces nor extends the versions that a license covers under the UPDATES AND PERPETUAL USE paragraph of Section 1.1, and it does not reduce the support that Section 18 includes, and the GOVERNING LAW AND DISPUTES paragraph of this Section governs disputes about support services. Despite the Commercial Support Agreement for Form Engine, OPTIMAJET's liability for support services does not exceed the net price of the support plan, or of the license that includes the support, under which they are provided, and OPTIMAJET's total liability for one event, under this EULA and for support services together, does not exceed the higher of the liability limit and that amount. These limits are subject to the exceptions and refund rules in Section 13, and do not reduce a refund of the net price paid in advance for an unused support period that is due under the applicable support agreement. Terms in the purchase orders or similar documents of Developer End User, of a reseller, or of a contractor do not apply, except as the PUBLIC PROCUREMENT LAW paragraph provides. If any provision of this EULA is held void or unenforceable, it is replaced by the enforceable provision closest to its purpose, and the rest of this EULA remains valid and enforceable according to its terms. This replacement does not apply where the law governing that provision does not allow it. If any remedy provided is determined to have failed of its essential purpose, all limitations of liability and exclusions of damages set forth in Sections 12 and 13 remain in effect.

NOTICES. A written notice under this EULA may be given by email. OPTIMAJET will send notices to the license contact and to any legal contact named in the License Statement or, after a change, in Developer End User's later notice to OPTIMAJET or, where neither names a contact, to the email address that Developer End User last gave OPTIMAJET, and it will also send notices of breach or termination to the purchaser named in the License Statement. Developer End User will send notices to OPTIMAJET at hello@optimajet.com. A notice sent by email takes effect on the next business day after it is sent, unless the sender receives a message that it was not delivered. If Developer End User has not told OPTIMAJET of a change of its license contact or legal contact, a notice sent to the contact on record takes effect as if it had been delivered; where OPTIMAJET receives a message that such a notice was not delivered, it will also send a copy to the email address from which Developer End User last wrote to OPTIMAJET, and that copy does not change when the notice takes effect. A notice to Developer End User takes effect even if its copy to the purchaser is not sent or not delivered. Developer End User may name a security contact, such as its Authorized Contractor, in the License Statement or by notice to OPTIMAJET, to receive the notices of Section 12 together with the license contact. OPTIMAJET processes the contact details of the persons named in a License Statement or in a notice as its privacy notice at https://workflowengine.io/agreements/policy/ describes. A notice that this EULA requires OPTIMAJET to give to all its licensees, such as a notice under Section 11 or the SUCCESSORS paragraph, is given by email to the license contacts on record of paid licenses and by publication on formengine.io.

GENERAL. OPTIMAJET and Developer End User are independent contractors. No one other than the parties may enforce this EULA, except End Customers as to their copies under Sections 5 and 15, a client as to the reissue to it, or to the person that it names, of a license that a contractor holds for it under the CONTRACTOR-HELD LICENSES paragraph of Section 1.1, and OPTIMAJET's officers, directors, employees, agents, and representatives as to the INDEMNITY BY DEVELOPER END USER paragraph of Section 14; the claims of each of them, against OPTIMAJET or against Developer End User, are subject to Section 13, including the liability limit of the license concerned where Section 13 applies it. A failure to enforce a provision of this EULA is not a waiver of it. This EULA, read with the documents that the first paragraph of this Section ranks and the support agreement that it names, together with a separately accepted contributor agreement for the contributions it covers, is the entire agreement of OPTIMAJET and Developer End User about the SOFTWARE DEVELOPMENT PRODUCT(S) and replaces their earlier statements about it; it does not limit liability for fraud. In this EULA, "including" means "including without limitation." An agreement or addendum under this Section may be signed electronically and in counterparts. Where Developer End User is supervised by a financial or other regulatory authority, OPTIMAJET acknowledges that the authority, a resolution authority with jurisdiction over Developer End User, and the persons that either of them appoints

may review this EULA and OPTIMAJET's performance under it, and OPTIMAJET will answer their reasonable written requests for information about them, made directly or through Developer End User, and may disclose to them for that purpose the confidential information of Developer End User despite the LICENSE KEYS AND DATA paragraph of Section 1.1; where Developer End User is a financial entity under Regulation (EU) 2022/2554, OPTIMAJET will also fully cooperate with them, as Article 30(2)(g) of that Regulation requires. A financial entity under that Regulation may ask OPTIMAJET for a signed addendum with the other terms that Article 30 of that Regulation requires. This EULA is written in English, and a translation is for convenience only. Where the law that governs a public body's procurement requires a text in another language, a translation that OPTIMAJET has approved in writing may be attached to its order and governs that public body's license to the extent that law requires.

FORCE MAJEURE. Neither party is liable for a delay or failure caused by events beyond its reasonable control, such as natural disasters, epidemics, war, acts of government, or failures of public networks, except for obligations to pay and Developer End User's obligations under Sections 1.2, 1.3, and 1.4. If such an event prevents performance for more than sixty (60) days, either party may terminate the license affected by written notice, and OPTIMAJET will refund the net price paid in advance for the unused part of an annual subscription or a prepaid update period of that license.

NEW VERSIONS. OPTIMAJET may publish new versions of this EULA. The separate free rights to Public Source Code are granted under the version of this EULA that OPTIMAJET includes with that code when it publishes it. A later change to a repository or website does not replace that version for a copy already received. An existing paid license may benefit from the new Public Source Code rights only together with their conditions; those rights do not extend its commercial scope, covered versions, or update period, or displace a signed agreement that prevails under this Section. A new version applies to a license already granted only to the extent that it gives Developer End User more rights, or if Developer End User accepts it in writing, including by accepting a quote that names it; OPTIMAJET will include in that quote, or link from it, a summary of the changes from the version that governed the license. A right that a new version grants subject to conditions, obligations, or limits applies to a license already granted only together with them, wherever this EULA states them. A renewal of updates, of the Source Code Window, or of an annual subscription, and a new purchase, are a new grant of the license under the version of this EULA that Developer End User accepts in writing for it, including by accepting a quote or an order that names it or by accepting that version when it buys online; a renewal for which Developer End User does not accept a new version continues under the version that governed the license. Otherwise the version in force when the license was granted continues to govern that license; installing a later version of the SOFTWARE DEVELOPMENT PRODUCT(S) within a paid update period does not change it. Use under a Form Engine Non-commercial License is governed by the version of this EULA in force on the release date of the version of the SOFTWARE DEVELOPMENT PRODUCT(S) that Developer End User uses, as the version history published with this EULA shows, or, for a version released before April 7, 2025, by Version 1.5 of this EULA. Where a signed agreement with OPTIMAJET names a version of this EULA, that version also governs Developer End User's use under a Form Engine Non-commercial License.

GOVERNING LAW AND DISPUTES. This EULA, and any non-contractual obligation arising out of or in connection with it, are governed by the laws of the Hong Kong Special Administrative Region of the People's Republic of China, excluding its conflict of laws rules and the United Nations Convention on Contracts for the International Sale of Goods. Before starting arbitration, a party must give the other written notice of the dispute, and the parties will try in good faith to resolve it within thirty (30) days. A dispute arising out of or relating to this EULA that is not resolved in that period will be finally resolved by arbitration administered by the Hong Kong International Arbitration Centre ("HKIAC") under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The seat of arbitration is Hong Kong, the tribunal consists of one arbitrator, the language of the arbitration is English, and hearings may be held by video conference. Either party may apply to any competent court for interim or injunctive relief, or bring proceedings there to recover a sum that is due and not disputed in good faith. Either party may also bring a claim for the

infringement of its intellectual property rights, or for a sum that is due, in the courts of the place where the other party has its seat or, for an individual, its habitual residence; that court may also decide any defense or counterclaim about the same use or sum, including whether the use was licensed under this EULA, and the agreement to arbitrate in this paragraph does not apply to those claims, defenses, or counterclaims. Where the HKIAC Administered Arbitration Rules permit it for the amount in dispute, the arbitration follows their Expedited Procedure and is decided on documents only unless the tribunal finds a hearing necessary. If Developer End User is a consumer, this paragraph does not deprive it of the protection of the mandatory law of its country of habitual residence or of its right to bring proceedings in the courts there, and arbitration applies only if it agrees to it after a dispute arises.

PUBLIC PROCUREMENT LAW. Where Developer End User is a public body, the following apply instead of the conflicting terms of this EULA, to the extent that the law, regulations, or binding procurement rules that govern its procurement require them: (a) the law that governs its procurement governs this EULA, disputes go to the courts of that jurisdiction or to its statutory claims process instead of arbitration under the GOVERNING LAW AND DISPUTES paragraph, and nothing in this EULA waives its immunity; (b) it gives the indemnity under the INDEMNITY BY DEVELOPER END USER paragraph of Section 14, answers for other persons under Sections 1.1, 1.3, and 13, and is liable beyond the liability limit of Section 13 only to the extent that its law permits; (c) it accepts this EULA only through a signed order, agreement, or contract that incorporates it or, for the Form Engine Non-commercial License, for evaluation, and for a build that it receives for acceptance under Section 6, through the written notice of acceptance that the first paragraph of this EULA describes, or, for a purchase in OPTIMAJET's online store, through acceptance at checkout by a person authorized to make that purchase for it, and not by installation or use; (d) it may disclose the Source Code and other information as its public records law requires; for non-public information, it does so after claiming the exemptions for trade secrets and confidential commercial information that the law allows and giving OPTIMAJET notice that lets OPTIMAJET seek the protection of its confidential information; (e) if the funds for a later fiscal period of an annual subscription or of an installment plan are not appropriated, it may end that license or plan at the end of the period paid; the license then ends with that period and, under an installment plan, does not become perpetual; (f) it may transfer a license, together with the Licensed Product or the part of it that serves the transferred functions, by written notice to OPTIMAJET, to a public body that takes over those functions by law, and where a Licensed Product is divided between several bodies, each part needs its own license; (g) the terms of its order, agreement, or contract that the law, regulations, or binding procurement rules that govern its procurement require, such as termination for its convenience at the end of a period paid, limits on the termination or the transfer of a perpetual license, consent to an assignment by OPTIMAJET, and access to OPTIMAJET's records of the purchase, prevail over this EULA, but no such term obliges OPTIMAJET to defend or indemnify anyone, raises the liability limit, adds a warranty, or gives a refund beyond the net price paid in advance for an unused period; and (h) where Regulation (EU) 2024/903 requires it to share a Licensed Product with another public body, it may share its own code and documentation; the SOFTWARE DEVELOPMENT PRODUCT(S) and the Source Code are third-party intellectual property that restricts sharing within Article 4(1) of that Regulation, and the receiving body needs its own license for use beyond the separate free rights to Public Source Code under Section 1.3.

GOVERNMENT END USERS. The SOFTWARE DEVELOPMENT PRODUCT(S) is commercial computer software, and its documentation is commercial computer software documentation. U.S. Government end users acquire them only with the rights set out in this EULA, as 48 C.F.R. 12.212 and 48 C.F.R. 227.7202 provide. A term of this EULA that federal law makes unenforceable against the U.S. Government does not apply to it. The SOFTWARE DEVELOPMENT PRODUCT(S) is a proprietary software package that OPTIMAJET sells to the general public at its catalog or market prices. A public body may grant a federal agency that funds a Licensed Product the rights that 2 C.F.R. 200.315 or 45 C.F.R. 95.617 require in its own code and its Modifications, marked as containing OPTIMAJET's confidential information where they contain non-public parts of the Source Code, but no right in the Source Code or in the SOFTWARE DEVELOPMENT PRODUCT(S) beyond the rights independently granted under this EULA.

SUCCESSORS. This EULA binds OPTIMAJET and its successors and assigns. A merger, a change of control of OPTIMAJET, or a sale of the SOFTWARE DEVELOPMENT PRODUCT(S) to another owner does not end, shorten, or narrow any license already granted under this EULA, including perpetual licenses. OPTIMAJET will notify Developer End User of a change of control of OPTIMAJET within thirty (30) days after it. OPTIMAJET may assign this EULA only together with the SOFTWARE DEVELOPMENT PRODUCT(S), and only to a successor that agrees in writing to be bound by it, and will notify Developer End User of the assignment by email to the license contact within thirty (30) days after it.

CONTINUITY. If OPTIMAJET ceases to do business, or stops offering licenses and license keys for the SOFTWARE DEVELOPMENT PRODUCT(S), in either case without a successor that continues to offer them on substantially similar terms, the perpetual licenses granted to Developer End User remain in force for the versions released during their update periods and can no longer be terminated except under Section 15 for a breach by Developer End User. License keys issued for perpetual licenses keep working without time limit with the versions released before the end of their update periods, so those versions keep working within the Licensed Use and on the Domains covered by those keys without a new key from OPTIMAJET. A license sold as an annual subscription runs until the end of the term paid, and afterward as the UPDATES AND PERPETUAL USE paragraph of Section 1.1 states. Before OPTIMAJET ceases to do business without such a successor, it will deliver to the license contact on record of each perpetual license a license key, or a build of the SOFTWARE DEVELOPMENT PRODUCT(S) without the license key verification, for the versions released during the update periods of that license and for use within its Licensed Use. The licenses granted in this EULA are licenses of rights to “intellectual property” as 11 U.S.C. § 101(35A) defines it, and Developer End User may retain them under 11 U.S.C. § 365(n) in a case under title 11 of the United States Code that concerns OPTIMAJET; the license keys and the build without the license key verification that this paragraph describes are embodiments of that intellectual property, which Developer End User may request under 11 U.S.C. § 365(n)(3) and (4).

DISCONTINUATION. OPTIMAJET will announce on formengine.io at least twelve (12) months in advance that it will stop offering new licenses of Form Engine Designer. At the time of that announcement, OPTIMAJET will also send a copy by email, in accordance with the NOTICES paragraph of this Section, to the license contact and any legal contact on record for each paid license of the affected product whose update period is then current. Perpetual licenses already granted for that product continue, and Developer End User may keep using the versions released during their update periods within the Licensed Use. An annual subscription of that product in force on the date of the announcement may be renewed until the date that the announcement names and, after the end of its last term paid, continues as the UPDATES AND PERPETUAL USE paragraph of Section 1.1 states.

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17. USAGE TYPES FOR PRODUCT LICENSING

17.1. Non-Commercial Use

Non-commercial use is the use of the SOFTWARE DEVELOPMENT PRODUCT(S) exclusively for personal, educational, scientific, or research purposes, without obtaining any direct or indirect financial gain. Except for sharing Public Source Code under Section 1.3, this use does not include sharing the SOFTWARE DEVELOPMENT PRODUCT(S) with third parties or distributing it to them, developing or providing services based on it for third parties, or any commercial activity associated with the SOFTWARE DEVELOPMENT PRODUCT(S).

17.1.1. Examples of Non-Commercial Use

- Personal projects: using the SOFTWARE DEVELOPMENT PRODUCT(S) to develop and test personal projects that are not related to any commercial activities.

- Academic and research purposes: using the SOFTWARE DEVELOPMENT PRODUCT(S) as part of educational programs, scientific research, or academic projects, with no intention of generating commercial profit.

17.1.2. Conditions for Transition to a Commercial License

The EVALUATION paragraph of Section 1.1 and Section 6 set out free evaluation and development and when a commercial license is required.

17.1.3. Additional Clarification

Production Use of the SOFTWARE DEVELOPMENT PRODUCT(S) in the internal processes of an organization, including a public body or a non-profit organization, other than for the purposes of Section 17.1, and Production Use of a product or service intended for commercial sale or monetization, do not qualify as non-commercial use and require a commercial license, except as the UPDATES AND PERPETUAL USE paragraph of Section 1.1 permits after an annual subscription ends.

17.2. Internal Commercial Use

Internal commercial use is the use of the SOFTWARE DEVELOPMENT PRODUCT(S) in a Licensed Product that only Own Users use, in any number of deployments, on the Domains that the license permits, inside the security perimeter of Developer End User and its Affiliates. “Own Users” are the employees of Developer End User and of its Affiliates and the individuals who work for them under a written agreement, directly or through a contractor, such as consultants and outsourced or temporary staff, while they act for Developer End User or its Affiliates. Customers of Developer End User or its Affiliates, the dealers, distributors, resellers, and franchisees that sell or distribute their products or services, public bodies other than Developer End User and its Affiliates, and the individuals who work for any of them are not Own Users, even where an agreement says that they act for Developer End User or its Affiliates. Agents and brokers that run their own agency or brokerage, and the individuals who work for them, are not Own Users either. However, the individuals of a public body, or of a company that a public body owns, that hosts, operates, develops, or supports the Licensed Product for Developer End User or its Affiliates under a law, a government decision, or a written agreement, and the individuals that another public body seconds to Developer End User or its Affiliates, are Own Users while they do that work for them, but not when they use the Licensed Product in the processes of their own body. A deployment is inside the security perimeter if no person other than Own Users uses it and it runs in an environment of Developer End User, of its Affiliates, or of a hosting provider or another contractor that runs it for them, including cloud environments operated for them and the computers and mobile devices that Own Users use to work for them, even where Own Users reach the deployment over the internet. Section 17.5 sets out how to determine the usage type, including which participation of other persons does not count as their use, and Section 17.6 gives examples.

17.3. Public Web Application / SaaS

Public Web Application / SaaS use is the use of the SOFTWARE DEVELOPMENT PRODUCT(S) in one Licensed Product that is a SaaS application or a public web application: a software solution that persons other than Own Users use and that Developer End User or its Affiliates operate themselves or through a hosting provider or another contractor on their behalf, including a service that partners offer under their own brands. Its user interface may be a web, desktop, or mobile application that connects to the service, in versions for various platforms (for example, iOS and Android versions of a mobile app); an installation in an environment that an End Customer owns or controls, such as its own data center or a cloud account held in its name, is OEM use under Section 17.4, even where Developer End User operates it, unless a license for that copy is held under the INTEGRATORS AND RESELLERS paragraph of Section 1.1. An instance in an environment of Developer End User or its Affiliates, or of a hosting provider on their behalf, remains Public Web Application / SaaS use even where its End Customer has administrative access to it. The SaaS

application is named in the License Statement. It may serve any number of tenants and users, in any number of instances that Developer End User or its Affiliates operate themselves or through a hosting provider on their behalf, including instances dedicated to individual End Customers, on the Domains that the license permits.

17.4. OEM Use

OEM use is the use of the SOFTWARE DEVELOPMENT PRODUCT(S) as an integral part of a Licensed Product provided to third parties: distribution, by Developer End User or its Affiliates, to any number of End Customers, in any number of installations, with no royalties. A copy delivered to End Customers, for example as an installer, a container image, a virtual machine, a device, or a desktop or mobile application that works without a service that Developer End User or its Affiliates operate themselves or through a hosting provider or another contractor on their behalf, is OEM use. An installation of the Licensed Product in an environment that an End Customer owns or controls, such as its own data center or a cloud account held in its name, is OEM use, even where Developer End User operates it, unless a license for that copy is held under the INTEGRATORS AND RESELLERS paragraph of Section 1.1. An instance in an environment of Developer End User or its Affiliates, or of a hosting provider on their behalf, remains Public Web Application / SaaS use under Section 17.3 even where its End Customer has administrative access to it. Form Engine Enterprise (Section 18), including the Form Engine license that comes with Workflow Engine NEO Enterprise, includes OEM use.

17.5. How to Determine the Usage Type

Developer End User determines the usage type that a Licensed Product needs by answering three questions, in this order: (1) does any person other than Own Users use it, or does any copy run in an environment that a client or another third party owns or controls, other than a hosting provider or another contractor that runs it only for Developer End User or its Affiliates and is not an End Customer? If neither, internal commercial use under Section 17.2 covers it; (2) if so, does every copy of it run in an environment of Developer End User, of its Affiliates, or of a hosting provider or another contractor, other than an End Customer, that runs it on their behalf? If so, it needs Public Web Application / SaaS use under Section 17.3; (3) if any copy runs in an environment of an End Customer or is delivered to End Customers, it needs OEM use under Section 17.4. The usage type depends only on who uses the Licensed Product and where the copies that serve those users run, and not on how Developer End User prices, sells, or brands it. For these questions:

(i) A person uses the Licensed Product if the person works in its user interface, including through a link, or submits or tracks the person's own requests in it, such as applications, claims, orders, or tickets, or answers questions in them, directly or through a website, a mobile application, a chat bot, an API, or another interface that Developer End User or its Affiliates provide to such persons, including one that passes the requests on by email or as files. Persons who work in a Licensed Product regularly, such as through a portal for customers, suppliers, dealers, or partners, use it, and so do persons who submit their own requests, even if each of them does so only occasionally.

(ii) Despite point (i), the following are not use by persons other than Own Users: (A) occasional participation in Developer End User's own internal process that Own Users carry out, for example a supplier or a customer who, through a link that an Own User sends for a step that the Own User decides to ask of that person, and not a link that the Licensed Product sends by itself as a step of the request, confirms or approves that step, fills in a form, or provides documents or information that Own Users ask for, including in that person's own request, where the link does not let the person submit new requests or track them; (B) documents that suppliers or other business partners send in Developer End User's own purchasing or administrative process, such as invoices, bids, or delivery confirmations, but not orders that customers or resellers of Developer End User or its Affiliates place, and not documents that any of those suppliers, business partners, customers, or resellers send through a portal or another user interface of the Licensed

Product that they use regularly; (C) notifications, letters, documents, and other results of a process that persons receive, including through a link that only shows or downloads that result as it stood when the link was sent, without otherwise using the Licensed Product; (D) requests that persons send in their own email, text, or chat messages or letters, or make by telephone, and that Own Users review and handle in the Licensed Product, even where it imports those messages automatically; (E) work that Own Users do in the Licensed Product to provide the services of Developer End User or its Affiliates to their clients, where the clients do not use it themselves; and (F) access by auditors, inspectors, law enforcement, and supervisory, legislative, and judicial bodies to review records. A chat bot, an email address, a file transfer, or another channel through which the Licensed Product completes requests, or answers questions about their status, without an Own User reviewing each of them, is an interface under point (i).

(iii) Files of the Licensed Product delivered to the browsers of its users, and the desktop and mobile applications of the Licensed Product that its users receive to use the Licensed Product as a hosted service, are part of the Public Web Application / SaaS, and not OEM use, while they work only with that hosted service, which Developer End User or its Affiliates operate themselves or through a hosting provider or another contractor on their behalf, even where those files and applications contain the SOFTWARE DEVELOPMENT PRODUCT(S); a version that works without that service, such as one installed on an End Customer's servers or an offline desktop application, is OEM use.

(iv) A deployment in an environment of an Affiliate for the use of Own Users is internal commercial use.

(v) Despite point (i), a separate Public Web Application / SaaS, or another separate product, of Developer End User or of its Affiliate through which persons other than Own Users use a Licensed Product needs its own license under Section 17.3, and the Licensed Product keeps its own usage type, as the LICENSED USE paragraph of Section 1.1 provides.

(vi) A license for OEM use also covers the uses under Sections 17.2 and 17.3, and a license for a Public Web Application / SaaS also covers internal commercial use, for the same Licensed Product, as the USAGE LIMITS paragraph of Section 1.1 provides; a Licensed Product used in more than one of these ways needs the highest of them.

(vii) Where Developer End User is a public body, the PUBLIC BODIES paragraph of Section 1.1 governs the use by other public bodies, and the INTEGRATORS AND RESELLERS paragraph of Section 1.1 governs licenses for the copies of individual End Customers.

The examples in Section 17.6 are part of this EULA, and Developer End User may ask OPTIMAJET in writing which usage type an application needs, as the LICENSED USE paragraph of Section 1.1 provides.

17.6. Examples

The following examples are part of this EULA and assume that the Licensed Product stays within the usage limits of its license, including its Domains:

(1) Employees of a company and of its Affiliates design and fill in forms in an internal application on the Domains of the license, including from home over the internet: internal commercial use.

(2) In the company's own purchasing process, a supplier fills in a delivery form through a link in an email: internal commercial use.

(3) Consultants, temporary staff, and an outsourced call center fill in forms for the company's cases in its internal application: internal commercial use.

(4) Customers send documents by email or post, employees enter them into forms, and customers receive letters and status emails: internal commercial use.

(5) An accounting firm's staff fill in forms for its clients' work in its internal application, and the clients receive reports but do not sign in: internal commercial use.

(6) The IT company of a group runs the application on the servers of its Affiliates for their employees: internal commercial use.

(7) Customers fill in and submit application, claim, or order forms on a website or in a mobile application that is part of the Licensed Product: Public Web Application / SaaS.

(8) Dealers, suppliers, or partners fill in forms in a portal of the company every day: Public Web Application / SaaS.

(9) The company's public website or mobile application, a separate product that does not contain the SOFTWARE DEVELOPMENT PRODUCT(S), sends data to the company's internal form application through that application's API: that website or application needs its own license under Section 17.3, and the internal application keeps its internal commercial use.

(10) A vendor's service lets each of its customers design its own forms, in one instance for all of them or in a separate instance for each customer in the vendor's cloud account: Public Web Application / SaaS.

(11) A vendor's service has desktop and mobile applications that contain the SOFTWARE DEVELOPMENT PRODUCT(S) and work only with the service: Public Web Application / SaaS.

(12) Partners resell a vendor's hosted service under their own brands: Public Web Application / SaaS.

(13) A vendor sells software with forms that its customers install on their own servers or in their own cloud accounts, or a desktop application that works without the vendor's service: OEM use.

(14) A vendor installs and operates its product in each customer's own cloud account: OEM use.

(15) A vendor runs its product as a service and also installs it at some customers: OEM use, which also covers the service.

(16) A ministry's shared form system is used by agencies under its direction or supervision that are not its own units under the PUBLIC BODIES paragraph of Section 1.1: OEM use, for the bodies named under that paragraph.

(17) An integrator builds a form application for one client under a contract that assigns it to the client or licenses it only to that client: the client's license, with the usage type that the client's use needs.

(18) An integrator installs its own product at several clients: OEM use, or a license for each client's copy under the INTEGRATORS AND RESELLERS paragraph of Section 1.1.

(19) A customer's system submits order forms to the Licensed Product through an API: Public Web Application / SaaS; a supplier's system sends delivery forms the same way in the company's purchasing process: internal commercial use.

(20) An IT outsourcer runs a company's internal form application in the outsourcer's own data center, and only the company's employees and the outsourcer's staff who support it use it: internal commercial use.

(21) A ministry's shared service center fills in forms on other agencies' cases in its own application; the agencies send documents by email and receive the results, and their staff do not work in it: internal commercial use.

(22) A public body runs a portal where citizens, companies, and other public bodies fill in and submit application forms on the same terms: Public Web Application / SaaS, and those bodies need not be named.

(23) A government IT agency hosts and administers a ministry's internal form application and changes its forms at the ministry's request, and no other body fills in forms on its own cases in it: internal commercial use.

18. LICENSES

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Signature

Date of signature

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