optimajet

End-User License Agreement

Workflow Engine Free, Workflow Engine, Workflow Engine NEO, Workflow Server

ISSUED BY

Optimajet Limited

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VERSION

2.1, effective 11 November 2026

SUPERSEDES

Version 2.0 of 27 October 2026

THIS COPY

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HISTORY

Version history

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Version 2.1, effective as of 11 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 that holds the license.

1. **Which Licensed Use you need.** Each paid license covers one product of yours, the Licensed Product, for one Licensed Use. If only your and your affiliates’ employees and contractors use it, and it runs in your, your affiliates’, or your providers’ environments or on the devices those people use for work, that is internal commercial use. If anyone else uses it, such as customers or partners, including by submitting or tracking their own requests, and it runs only in your, your affiliates’, or your providers’ environments, that is a public web application or SaaS. If a copy runs in a customer’s environment or is delivered to customers, that is distribution as part of your product (OEM) (Section 1.2).
2. **Borderline cases.** Browser files and the apps that your users receive for your hosted service are part of it while they work only with it and contain no part of our product other than its browser files. An internal application stays internal when outsiders only send requests by email, messenger, letter, or phone that your people handle, or occasionally approve a step through a link that your people send. Other public bodies that use a public body’s shared system need OEM, unless they only take part occasionally, work on it for that body, review its records, or use its public service as the public does. Describe a case in writing, and we answer within fifteen business days (Section 1.2).
3. **What a license includes.** There is no limit on developers or end users, and there are no royalties. Within your Licensed Use and your edition’s limits, more deployments, environments, users, and instances cost nothing extra, and current editions of Workflow Engine and Workflow Engine NEO do not limit tenants. Non-Production Use is included, and your contractors may work under your license. A server is a running instance against one database, including a pod and an instance that only serves the Workflow Designer; a standby server, and an extra instance for up to twenty-four hours during a deployment, a failover, or a disaster-recovery test, do not count (Section 1.2).
4. **Workflow Engine Free.** Workflow Engine Free needs no license key for personal use and for internal commercial use within its usage limits for each application, if every application built with it keeps the Optimajet logo visible on the Workflow Designer canvas and credits Optimajet Limited as the author of Workflow Engine. It does not cover a product that a vendor or integrator provides for a fee or for which it or others who pay it sell paid services (an application that a contractor builds only for you is not one), an application where third parties submit or track their own requests, or a public application that lets others use an internal one (Section 1.1).
5. **Trying before buying.** Workflow Engine Free or a trial license key lets you try the products, develop a future commercial product, and show it to prospective customers, also in a prospect’s own environment for up to ninety days with a trial key that we issue for that prospect. Integrators may do the same for clients and give a client a build once it has accepted this EULA, and Optimajet partners may also use their development and demo keys. Production Use needs a license, except as Workflow Engine Free allows (Sections 1.1, 1.2, and 6).
6. **Perpetual licenses and renewals.** A perpetual license never expires and includes new versions for the update period that our price list states; afterwards you keep the versions released during it. A renewal of the same edition before your period ends continues from the day after it ends, and its price per year rises at most once in any twelve months and by no more than ten percent for each full year of your previous period, over your previous renewal price or, for a first renewal, the renewal price stated when you bought, before any discount. Nothing renews automatically unless you chose it (Sections 1.2 and 1.5).
7. **Term licenses, public bodies, and earlier editions.** A term license and its keys run for the term you paid for, and a perpetual license paid in installments becomes perpetual once it is paid in full. A public body

that tells us in writing before its period ends that it intends to renew may renew, backdated to that end, within the period its procurement law requires, up to one hundred eighty days, also for a license that a contractor or a vendor holds for it and that it pays through its procurement, and then the holder may tell us. Earlier editions keep the terms of their purchase until renewed (Sections 1.2 and 1.5 and the Appendix).

8. **Using more than you bought.** If your use goes beyond your license in a way the license key does not limit, you may commit within thirty days after you learn of it or receive our notice, whichever is earlier, and buy what covers it within ninety days; the purchase covers that use from its start, and the use is not a breach. A good-faith written dispute keeps that use from being an intentional breach while it is pending. This does not apply to a competing product, a breach of source code confidentiality, or tampering with license keys (Section 1.2).
9. **No data sent to us.** Our products check license keys locally, work without connecting to our systems, and send us no data about you, your products, or your users unless you turn on a feature that does so or run a sample or tool against our public demonstration server. No more than once in any twelve months, we may ask you in writing to name the products in which you use our license keys, and you answer within thirty days, to your knowledge after reasonable inquiry; there is no audit (Sections 1.2 and 1.5).
10. **Warranty and fixes.** A paid license carries a twelve-month limited warranty: if we do not correct a reproducible failure to work as documented, or give a workaround, within forty-five business days after your report, you may return the license for a refund of its net price, reduced for late reports. While your updates are active, we fix reported defects and security vulnerabilities, including those in third-party components that our product includes, in our regular releases; security updates that the law requires are free. We publish an advisory for each vulnerability that we fix and tell you without undue delay of exploited vulnerabilities and severe incidents (Section 12).
11. **Source code and ownership.** You own your product and your code, including the plugins, schemes, and forms you create. You may view and debug our code without copying, changing, or distributing it, and with source code access you may modify it for the Licensed Product and own your modifications. Keep our source code confidential and do not train or fine-tune models on it; AI coding assistants are allowed if their provider does not train on or share it (Sections 1.4, 2, and 8).
12. **APIs and competing products.** Your customers may design and run their own workflows in your product, including in the embedded Workflow Designer, but may not receive our programming interfaces to build software outside it. You may not offer our products as a development tool or use them in a competing workflow product; a product whose primary purpose your License Statement or an accepted quote describes is confirmed not to be one (Sections 1.3 and 6).
13. **People, integrators, and resellers.** The license belongs to the organization named in your License Statement and stays when people leave; on request we reissue the License Statement for a new license contact at no charge. You must provide accurate, complete, and current information for your License Statement and promptly report changes or errors. An integrator may buy a license in its client's name, or hold it until handover and then assign it to the client. A copy installed in a customer's own data center or cloud account is distribution even where the product's owner operates it (Sections 1.2 and 5).
14. **Ending a license.** We can end a license for a material breach only after written notice and thirty days to fix it, and only the license concerned; for the intentional serious breaches that Section 15 lists, at once, and for a competing product, every license except those you hold for clients under CONTRACTOR-HELD LICENSES in Section 1.2. You can end a license at any time without a refund (except one you hold for a client under CONTRACTOR-HELD LICENSES in Section 1.2), still paying for the term-license terms you committed to, or with a refund of unused prepaid periods if we break a listed commitment and do not fix it, if your supervisory authority requires it, or if the law prohibits you from continuing. You can always export your data. After a termination that is not for an intentional breach, for non-payment, or with a warranty or infringement refund, you have twelve months to migrate, except when you end a term license, or an installment plan before full payment, at any time without a refund (Sections 1.2, 11, and 15).

15. **Claims.** If someone claims that our product, as we provided it and used as this EULA allows, infringes their intellectual property, tell us promptly. We may get you the right to keep using it, change it, or end the license ninety days after our notice with the partial refund that Section 14 sets, and if a court bars your use and we have done none of these within sixty days, you may end it for that refund. We defend you or pay damages only under a signed agreement (Sections 13 and 14).
16. **Liability.** Neither party is liable to the other for indirect or consequential damages, and each party's total liability for all claims about a license is limited to its net price; a refund of an unused prepaid period is paid in full. The same limit binds both of us, except for amounts due and not disputed, fraud, a breach of confidentiality or a use of the other's software outside this EULA, in either case one that the party knew was a breach or continued after notice, and what the law does not allow to be limited. You always owe the price of what you bought and of any use outside your license, and your duty to defend us for Workflow Engine Free, trials, evaluation, or a use that no license covers is not limited (Section 13).
17. **Disputes, other documents, and new versions.** This EULA is governed by Hong Kong law, and disputes go to arbitration in Hong Kong after thirty days of negotiation, with the exceptions that Section 16 states for intellectual property claims, sums due, public bodies, and consumers. A signed agreement with us prevails over this EULA, a new version of this EULA takes away no rights you already have unless you accept it in writing, and your 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 Workflow Engine, Workflow Engine NEO, and Workflow Server, and all OPTIMAJET products, frameworks, components, source code, demos, intermediate files, media, printed materials, and online or electronic documentation provided with them (together, "SOFTWARE DEVELOPMENT PRODUCT(S)"). The SOFTWARE DEVELOPMENT PRODUCT(S) does not include Form Engine, which is governed by its own end-user license agreement, or the packages that OPTIMAJET publishes under the MIT License, as the license field of each package states; those packages are governed by the MIT License, except as the waiver of recourse in Section 13 provides. 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 Workflow Engine Free, for evaluation under the EVALUATION paragraph of Section 1.2, 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.

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.

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 1.2 permit, to install and use the SOFTWARE DEVELOPMENT PRODUCT(S). Section 1.1 sets out the license for Workflow Engine Free, Section 1.2 sets out what a commercial license and a trial license key cover, and Section 1.4 sets out the additional rights of a license that includes access to the source code. Form Engine is licensed under its own end-user license agreement. 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. 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; where the end-user license agreement of Form Engine gives a refund for that Form Engine license, Developer End User may end this license together with it, and that refund is the only refund for both licenses; where that refund is given under Section 12 or 14 of that agreement, Section 15 applies to that end as to a termination with a refund under the same Section of this EULA.

1.1 Workflow Engine Free

“Workflow Engine Free” means Workflow Engine, including the packages of Workflow Engine NEO, used without a license key, within the following usage limits:

- no more than ten (10) workflow definitions (schemes);
- no more than four (4) execution threads, as the runtime applies this limit when it runs without a license key and with its default settings;
- in Production Use, one server for each deployment with its own production database (servers that share the work of one installation between several databases are servers of one deployment): Developer End User may run the runtime only in single-server mode, not in multi-server mode, and a standby server that takes over only when the live system fails does not count;
- no limit on the number of activities, transitions, or commands in a scheme.

The limits on workflow definitions (schemes) and execution threads apply to each application of Developer End User, counting all its servers together; an application divided into several deployments, services, or databases that work together counts as one application.

Subject to all the terms and conditions of this EULA, including the attribution condition below, OPTIMAJET grants Developer End User a non-exclusive, worldwide, royalty-free, perpetual license, not transferable except as Section 5 permits, to use Workflow Engine Free for:

(a) Personal use: personal, educational, scientific, or research purposes that do not involve obtaining any direct or indirect financial gain; and

(b) Internal commercial use: internal websites and internal applications that run inside the security perimeter of Developer End User and its Affiliates, including cloud environments operated for them, whether or not in Production Use.

Whether a use of Workflow Engine Free is internal commercial use is decided under the LICENSED USE and WHICH LICENSED USE APPLIES paragraphs of Section 1.2 as for a commercial license, and the examples in the LICENSED USE EXAMPLES paragraph apply to it.

This license does not cover a public web application or a SaaS application provided to third parties, the use of Workflow Engine Free as an integral part of a product provided to third parties (OEM), or any other distribution of the SOFTWARE DEVELOPMENT PRODUCT(S) to third parties. These uses require a commercial license from OPTIMAJET. This license also does not cover a product that another person, such as a software vendor or an integrator, owns and provides to Developer End User for a fee or as part of a paid service, or for which that person or its affiliates sell support, hosting, add-ons, or other services, or others sell them under an arrangement that pays that person or its affiliates, whether or not Developer End User buys them, even where Developer End User itself obtains Workflow Engine Free for that product; that product needs the commercial license that Section 1.2 requires. Software that a contractor develops for Developer End User's own use and does not license to anyone else is not such a product, whoever holds its copyright. A public web application or SaaS, of Developer End User or of anyone else, through which persons other than Own Users use the interfaces of an application built with Workflow Engine Free, for example to start or advance workflows or to show their status, is a use of Workflow Engine Free in that public web application or SaaS and requires a commercial license; a service of a third party that only Own Users use with that application, such as a chat, an office suite, or a ticketing service, is not.

ATTRIBUTION. As a condition of this license, every application built with Workflow Engine Free must credit OPTIMAJET as the author of the SOFTWARE DEVELOPMENT PRODUCT(S), as follows:

(i) Where the application displays the Workflow Designer, the Optimajet logo shown on the Workflow Designer canvas must remain fully visible. It must not be removed, altered, hidden, or visually overlapped by other elements.

(ii) The application must include the following attribution notice where it shows copyright or third-party notices, for example on an "About" screen or a credits page, or in a NOTICE file distributed with the application, or, if it has no such place, in its user documentation: "Workflow Engine by Optimajet Limited, https://workflowengine.io".

(iii) The attribution condition applies to every use of the application, including use by the employees of Developer End User and of its Affiliates and access over a network, whether or not the application is distributed.

(iv) OPTIMAJET will not require more attribution than the logo and the notice above. Displaying them grants no other right to use OPTIMAJET trademarks.

A notice shown by any version of the SOFTWARE DEVELOPMENT PRODUCT(S) stating that Workflow Engine Free is for non-commercial use only does not narrow the license granted in this Section 1.1.

Section 1.5 applies to Workflow Engine Free: Developer End User may not change, disable, or circumvent the license key functionality or the usage limits of Workflow Engine Free.

For a Licensed Product covered by a commercial license purchased from OPTIMAJET, that license applies instead of this Section 1.1, except that a license whose Licensed Use is personal use applies in addition to this Section 1.1.

1.2 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 product and edition purchased, its Licensed Use, the Licensed Product where the edition 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 update period, any later warranty start date, the Source Code Window where the license includes source code access, the options purchased, the term of a term license, 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; under points (b) and (c) of the LICENSED USE paragraph, 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 use that the purchased edition permits, as stated in the License Statement and in OPTIMAJET's price list on the date of purchase (or, for an earlier edition or a Workflow Server edition named in the Appendix, in the Appendix): internal commercial use, a public web application or SaaS, or distribution as an integral part of a product provided to third parties (OEM), or, for an edition that the Appendix so states, personal use. The price list and the License Statement state which Licensed Use an edition has, and the LICENSED USE, WHICH LICENSED USE APPLIES, and LICENSED USE EXAMPLES paragraphs state what each Licensed Use covers.
- "price list" means the editions, prices, and terms that OPTIMAJET publishes on workflowengine.io on the date of purchase (for a renewal, on the date of that renewal) or, for an edition 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.
- "server" means a running instance of the Workflow Engine runtime or of Workflow Server that processes workflows against one database, including an instance that runs in a container or a pod. An additional instance that runs only while a deployment, a failover, or a disaster-recovery test takes place, and for no longer than twenty-four (24) hours at a time, is not a separate server. An instance counts as a server whether it executes workflows or only serves the Workflow Designer, the APIs, or the state of processes.
- "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.
- "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 to Developer End User under a license that includes source code access, including through a source code repository, with its build scripts and comments.
- “Source Code Window” means the period during which Developer End User may receive the Source Code and its updates, as stated in OPTIMAJET’s price list or in the License Statement, including any renewal.
- “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 compiled 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 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 1.4, 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 1.3, “Protected Code” in Section 1.5, “Own Users” in point (a) of the LICENSED USE paragraph, “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 edition purchased, which is one of the following or, for an edition that the Appendix so states, personal use as described in point (a) of Section 1.1. The Licensed Use depends only on who uses the Licensed Product and where the copies that serve those users run, as the WHICH LICENSED USE APPLIES paragraph describes, and not on how Developer End User prices, sells, or brands it:

(a) internal commercial use: only Own Users use the Licensed Product, in any number of deployments 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;

(b) public web application or SaaS: persons other than Own Users use the Licensed Product, and every copy that serves them runs in an environment of Developer End User or its Affiliates or of a hosting provider or another contractor, other than an End Customer, that runs it on their behalf, with any number of tenants, users, and instances within the usage limits of its edition, including instances dedicated to individual End Customers, instances to which End Customers have administrative access, and a service that partners offer under their own brands; or

(c) OEM: a copy of the Licensed Product is delivered to End Customers, for example as an installer, a container image, a virtual machine, a device, or a desktop or mobile application, or runs in an environment that an End Customer owns or controls, such as its own data center or a cloud account held in its name, even where Developer End User operates that copy; in either case, in any number of installations, with the SOFTWARE DEVELOPMENT PRODUCT(S) as an integral part of the Licensed Product and with no royalties, unless a license for that copy is held under the INTEGRATORS AND RESELLERS paragraph.

Under points (b) and (c), 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 1.3; that component may be invisible to End Customers, other than the logo and 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 Section 6.3 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, run, monitor, and manage their own workflows through the user interface, the APIs, and the integrations of the Licensed Product, including the embedded Workflow Designer, within point (ii) of the WHAT IS NOT A COMPETING PRODUCT paragraph of Section 1.3.

WHICH LICENSED USE APPLIES. Developer End User determines the Licensed Use 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 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 the Licensed Use under point (b), a public web application or SaaS; (3) if any copy runs in an environment of an End Customer or is delivered to End Customers, it needs the Licensed Use under point (c), OEM. 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 desktop and mobile applications and connectors of the Licensed Product that its users receive to use the Licensed Product as a hosted service, are part of the public web application or SaaS, and not a delivery under point (c) or question (3), while they work only with that hosted service, which runs in an environment under point (b), and contain no part of the SOFTWARE DEVELOPMENT PRODUCT(S) other than its client-side files, such as the Workflow Designer. A database in an environment of an End Customer in which a public web application or SaaS keeps that End Customer's data, including the database objects that the SOFTWARE DEVELOPMENT PRODUCT(S) creates in it, does not make the service a delivery under point (c) or question (3), while every server that uses that database runs in an environment under point (b).

(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 or SaaS, or a separate desktop or mobile application 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 point (b), as if the SOFTWARE DEVELOPMENT PRODUCT(S) were integrated into it; the use of the Licensed Product through it is covered by that license and does not change the Licensed Use that the Licensed Product itself needs. 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 start or advance workflows or to show tasks, is covered by the license of that Licensed Product.

(vi) A Licensed Use under point (c) also covers points (a) and (b), and one under point (b) also covers point (a), for the same Licensed Product; 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 governs the use by other public bodies, and the INTEGRATORS AND RESELLERS paragraph governs licenses for the copies of individual End Customers.

The examples in the LICENSED USE EXAMPLES paragraph are part of this EULA. Developer End User may describe an application to OPTIMAJET in writing and ask which Licensed Use 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 a binding answer on the Licensed Use under Section 1.2 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.

LICENSED USE EXAMPLES. The following examples are part of this EULA and assume that the Licensed Product stays within the usage limits of its edition:

(1) Employees of a company and of its Affiliates approve contracts, invoices, and leave requests in an application in the company's cloud account, including from home over the internet: internal commercial use.

(2) In a purchasing process that the company's employees carry out, a supplier confirms an order through a link in an email and sends its invoice, which the purchasing department processes: internal commercial use.

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

(4) Customers report claims by telephone, email, or letter, employees handle them in the Licensed Product, which imports the emails automatically, and customers receive status emails and letters: internal commercial use.

(5) An accounting or logistics firm does 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 installs the application in the data centers of its Affiliates for their employees: internal commercial use.

(7) Customers submit and track loan applications, claims, or orders on a website or in a mobile application that is part of the Licensed Product: public web application or SaaS.

(8) Dealers, franchisees, suppliers, or partners work in a portal of the company every day: public web application or SaaS.

(9) Customers use a self-service kiosk that runs the Licensed Product in a branch: public web application or SaaS.

(10) The company's public website or mobile application, a separate product that does not contain the SOFTWARE DEVELOPMENT PRODUCT(S), starts processes in the company's internal workflow service through that service's API: that website or application needs its own license for a public web application or SaaS, and the internal service keeps its license for internal commercial use.

(11) A vendor runs, in its own cloud account, one service for many customers or a separate instance for each customer, including instances in which the customer has administrator rights: public web application or SaaS.

(12) Partners resell a vendor's hosted service under their own brands: public web application or SaaS; whether the Optimajet logo stays on the Workflow Designer canvas depends on the edition, as the USAGE LIMITS paragraph provides.

(13) A vendor's service has desktop and mobile applications and a connector that its customers install, which work only with the service and contain no part of the SOFTWARE DEVELOPMENT PRODUCT(S) other than the Workflow Designer files: public web application or SaaS.

(14) A public body runs a portal where citizens, companies, and other public bodies, such as municipalities and schools, file applications on the same terms: public web application or SaaS, and those bodies need not be named.

(15) A vendor sells software that its customers install in their own data centers or cloud accounts, as an installer, a container image, or a virtual machine: OEM.

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

(17) A vendor sells or gives its customers a device, or a desktop or mobile application, that runs workflows without the vendor's service: OEM.

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

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

(20) An integrator builds a system for one client under a contract that assigns the system to the client or licenses it only to that client: the client's license, with the Licensed Use that the client's use needs.

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

(22) A customer's system sends orders to the Licensed Product through an API or as EDI files and receives their status: public web application or SaaS; a supplier's system sends invoices the same way in the company's purchasing process: internal commercial use.

(23) A vendor's service includes an agent that its customers install and that runs workflows at their sites with the Workflow Engine runtime: OEM, which also covers the service, or a license for each customer's copy under the INTEGRATORS AND RESELLERS paragraph.

(24) An IT outsourcer runs a company's internal 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.

(25) A ministry's shared service center handles the payroll and procurement cases of other agencies in its own application; the agencies send requests by email and receive the results, and their staff do not work in it: internal commercial use.

(26) A government IT agency hosts and administers a ministry's internal case management application and changes its workflows at the ministry's request, and no other body works on its own cases in it: internal commercial use.

(27) A vendor's service runs the Workflow Engine runtime in the vendor's cloud account and keeps each customer's data, including the workflow tables, in a database in that customer's own cloud account: public web application or SaaS.

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 the WHICH LICENSED USE APPLIES paragraph 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 point (a) of the LICENSED USE paragraph makes Own Users, remain internal commercial use. Other public bodies that use a public web application or 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 point (b) 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 whose Licensed Use includes distribution under point (c), whether that use would otherwise count as internal commercial use or as a public web application or 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 EDITIONS 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.

USAGE LIMITS. The usage limits that the price list or the License Statement states for an edition, such as the number of workflow definitions (schemes), execution threads, servers, or tenants, apply to the license. Within its Licensed Use and the usage limits of its edition, 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. Limits on servers apply to Production Use only, and a standby server that takes over only when the live system fails does not count. In an edition limited to one server, each deployment of the Licensed Product with its own production database may run one server; several servers against the same database, for example several pods in a cluster, need an edition that allows multiple servers. Servers that share the work of one installation of the Licensed Product between several databases are servers of one deployment. Where the price list states that an edition shows the Optimajet logo on the Workflow Designer canvas, the logo must remain fully visible and must not be removed, altered, hidden, or visually overlapped by other elements.

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 Licensed Use that its edition does not include, with more servers than its edition allows, with Workflow Engine Free in a public web application or SaaS, in a public web application or SaaS after a term license ends, with a trial or development license key in Production Use, 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 an edition 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 edition 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 a term license 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 1.3, of the CONFIDENTIALITY paragraph of Section 1.4, or of point (a) or (c) of Section 1.5.

NON-PRODUCTION USE. Non-Production Use of a Licensed Product is included in its license at no additional fee.

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 under this EULA of a person who works for Developer End User end when that work ends, and the license and its license keys stay with Developer End User. Developer End User will notify OPTIMAJET when its license contact changes; OPTIMAJET will then move the 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 for any other client or product. 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 whose Licensed Use includes distribution under point (c) of the LICENSED USE paragraph, 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 source code access 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 under a license with source code access may be installed only for End Customers whose

copies are covered by licenses that include source code access. A license of Developer End User for internal commercial use or for a public web application or 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 or SaaS under point (b). 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 distribution under point (c) of the LICENSED USE paragraph; (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 source code access, may also deliver to that recipient the Source Code and Modified Software 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 1.4; 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 source code access, 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 the 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 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 1.2, and the CONFIDENTIALITY paragraph of Section 1.4 for the Source Code and Modified Software that it 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 under this paragraph for a license of Workflow Engine NEO also cover the Form Engine license included in or purchased with it.

EVALUATION. Developer End User may use Workflow Engine Free, and the trial license keys that OPTIMAJET issues, to evaluate the SOFTWARE DEVELOPMENT PRODUCT(S), to develop a future Licensed Product, and to demonstrate that future Licensed Product to prospective customers in Non-Production Use, before it buys a license. 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, and a partner of OPTIMAJET may also use the development and demonstration license keys that OPTIMAJET issues to it under OPTIMAJET's partner program to demonstrate the SOFTWARE DEVELOPMENT PRODUCT(S) in Non-Production Use and, for a client project that the partner has registered with OPTIMAJET, to develop that client's future Licensed Product. OPTIMAJET will reissue trial license keys on request while Developer End User develops a future Licensed Product that it has registered with OPTIMAJET, until that product goes into Production Use. A trial or development license key may not be used in Production Use. Without a license key, Workflow Server may be used only to evaluate it, to develop a future Licensed Product, and in the Non-Production Use of a Licensed Product that a license of Developer End User covers, not in Production Use.

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 on the terms of the price list, or of the quote or agreement for that license. A license of an edition that the price list sells as a term license is granted for the term paid. A Form Engine license included in or purchased with such a license is governed by its own end-user license agreement. When a term license of Workflow Engine NEO ends without renewal, Developer End User may use the SOFTWARE DEVELOPMENT PRODUCT(S) only within the limits of Workflow Engine Free and only as Section 1.1 permits; a public web application, SaaS, or OEM use then needs a renewal; when a term license of Workflow Server ends without renewal, Workflow Server may be used only as the EVALUATION paragraph permits; in either case, Developer End User may keep one archival copy where a law or a litigation hold requires it, as Section 15 permits after a termination. 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, for the Source Code Window, or for a term license, 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. Where a signed order, agreement, or contract of that public body, including its contract with the reseller or contractor through which it buys the license, provides for license keys for the time between the end of the previous period and such a renewal and for their payment, and OPTIMAJET has accepted that provision in writing, OPTIMAJET will issue those keys on request; where that contract is with a reseller or contractor, that reseller or contractor pays OPTIMAJET for them as the purchaser under the INTEGRATORS AND RESELLERS paragraph. Otherwise, despite Section 1.5, no license keys are issued for that time. 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 edition, Licensed Use, Licensed Product, and options, 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 a term license, an update period, a Source Code Window, or a period paid in installments, and Developer End User may cancel an automatic renewal at any time before its date.

EARLIER EDITIONS. A license bought under an edition that OPTIMAJET no longer sells keeps the terms of its purchase, including its usage limits, until it is renewed under the NEW VERSIONS paragraph of Section 16, and then has the Licensed Use and usage limits that the Appendix and its License Statement state; a term license 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. The Appendix states the Licensed Use of those editions

and of the Workflow Server editions named there, and the renewal rules of this paragraph also apply to those Workflow Server editions. A renewal continues the same scope or moves to the closest current edition that is not smaller. A move to another edition 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 workflowengine.io, at least twelve (12) months in advance, the date after which it stops renewing updates of an earlier edition, and will notify the license contacts of that edition of that date; a renewal made before that date may move to the closest current edition 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 edition; Developer End User may then buy any current license.

CHANGES TO EDITIONS. A later change of the names, composition, or prices of OPTIMAJET's editions 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 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. A sample or tool that Developer End User runs against OPTIMAJET's public demonstration server sends data to that server only while Developer End User runs it for that demonstration. 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 confirm an evaluation installation or 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, schemes, 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.

1.3 Competing Products

This Section 1.3 applies to every license granted under this EULA.

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 run workflows or business processes in software that they develop themselves. It includes:

(a) a workflow engine, process engine, state machine engine, or workflow runtime;

(b) a workflow or process designer offered as a component, library, SDK, or standalone tool;

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

(d) 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 1.2; 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 and WHICH LICENSED USE APPLIES paragraphs of Section 1.2 require 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 automate processes that are part of its own functionality, in any industry or field, for example document management, ERP, CRM, supply chain, lending, insurance, or HR;

(ii) its End Customers create or change workflows through the user interface or the APIs of the Licensed Product, including the embedded Workflow 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 or business process management application in which End Customers configure their 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 start or advance workflows.

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 1.3, developing software with any AI coding assistant, code index, or cache that holds the Source Code or code decompiled from the SOFTWARE DEVELOPMENT PRODUCT(S) is a use of the SOFTWARE DEVELOPMENT PRODUCT(S); once that code is deleted from those tools, later development with them is not, for that reason alone, such a use.

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 1.3 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.

1.4 Source Code and Modifications

This Section 1.4 applies when Developer End User's license includes access to the source code of the SOFTWARE DEVELOPMENT PRODUCT(S), as part of the edition or as an option purchased with it, as stated in OPTIMAJET's price list or in the License Statement.

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 1.2 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; and

(c) where the Licensed Use includes distribution of the Licensed Product to third parties (OEM), distribute Modified Software only in compiled object code form, with its client-side files in built (compiled, bundled, or minified) form, as an integral part of the Licensed Product, under Section 6.3.

Delivering the client-side files of the Workflow Designer and of the Workflow Server interface, including modified versions of them, in built (compiled, bundled, or minified) form, to the browsers of End Customers, or in the desktop and mobile applications and connectors that point (iii) of the WHICH LICENSED USE APPLIES paragraph of Section 1.2 makes part of a public web application or SaaS, as part of a Licensed Product within the Licensed Use, is permitted. This delivery is not a distribution that Section 6 prohibits.

VERSIONS AND DURATION. This license covers every version of the Source Code that OPTIMAJET makes available to Developer End User during the Source Code Window, to the extent that the license to the SOFTWARE DEVELOPMENT PRODUCT(S) covers that version under the UPDATES AND PERPETUAL USE paragraph of Section 1.2. For a perpetual license, it continues after the Source Code Window ends: Developer End User may keep using, modifying, compiling, and, within the Licensed Use, distributing the versions made available to it, without time limit. Developer End User receives no new versions until it renews its updates and the Source Code Window. This license never lasts longer than the license to the SOFTWARE DEVELOPMENT PRODUCT(S) that it comes with.

OWNERSHIP. OPTIMAJET retains all right, title, and interest in the SOFTWARE DEVELOPMENT PRODUCT(S) and the Source Code, including the parts of them contained in Modified Software. 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. If Developer End User sends Modifications, fixes, or suggestions to OPTIMAJET as a contribution, for example in a pull request or by marking them as a contribution in a support request, Developer End User grants OPTIMAJET a perpetual, irrevocable, worldwide, non-exclusive, royalty-free license to use, copy, modify, and distribute them as part of OPTIMAJET's products, and will not assert its copyright in that contribution against OPTIMAJET or its customers, or with respect to OPTIMAJET's products. Information sent for support is not a contribution unless it is marked as one. OPTIMAJET remains free to develop any functionality on its own, including functionality similar to Modifications.

CONFIDENTIALITY. The Source Code is OPTIMAJET's confidential information and trade secret. Developer End User will:

(i) use the Source Code only as this Section 1.4 permits;

(ii) except for the client-side files delivered under the LICENSE paragraph of this Section, 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 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 plans 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 its updates and 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.

1.5 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, enforce the editions, capabilities, usage limits, or deployment limits of a license, or display the notices or the logo that this EULA requires; the data that the license key verification uses, such as the build date recorded in each version; 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;

(b) use the SOFTWARE DEVELOPMENT PRODUCT(S) or Modified Software to obtain editions, capabilities, versions, products, or uses that its license does not cover, or to exceed the usage or deployment 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 Licensed Use, or share it with anyone for such use.

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 1.2, 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 editions, capabilities, versions, uses, or limits the license key permits, and does not remove a notice or logo that this EULA requires 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, and will tell OPTIMAJET without undue delay after it learns that a key has been published or used by another person outside its Licensed Product. OPTIMAJET will then issue a replacement key at no charge, and versions released after the replacement may refuse the published key.

After the Source Code Window ends, building, with Modifications, a version of the Source Code that was made available during that window is not a change of the Protected Code if the build keeps the 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 1.4.

OPTIMAJET will issue the license keys that a Licensed Product needs within the Licensed Use and the usage limits and capabilities of its edition, so that Developer End User never needs to change the Protected Code. OPTIMAJET will issue a license key that the license permits 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, RENEWAL PRICES, and CONTRACTOR-HELD LICENSES paragraphs of Section 1.2 and to Section 11.

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2. Limitations on Reverse Engineering, Decompilation, and Disassembly

Except as Section 1.4 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 1.4, 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, plugins, custom activities and actions, components, schemes, forms, 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 1.4 provides, nothing in this EULA gives OPTIMAJET any right to them.

3. Separation of Components

Sections 1.4, 1.5, 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 source code access, 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 1.2 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 1.2 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 1.2. 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 source code access, 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 edition, 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 1.3 continues to apply, and the 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. 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 1.2 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 1.2 and with its auditors, regulators, and other supervisory authorities, and adapt the documentation of the Workflow Designer, and of the interfaces that Section 6 permits Developer End User to give End Customers, including the format of the workflow definitions used through them, for the user documentation of a Licensed Product.

6. Redistribution

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 (EXEs or DLLs), executables, and source code, except Modified Software distributed under Section 1.4 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 start or advance workflows and, where the edition includes it, the Workflow Engine HTTP API (Data API and RPC API) used within the Licensed Use, 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.

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 1.2 and, for the configuration and extension of their copy, tenant, or instance that Section 5 permits, to End Customers and their contractors.

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REDISTRIBUTABLES. The Redistributables are the runtime files of the SOFTWARE DEVELOPMENT PRODUCT(S) that the edition purchased includes and that OPTIMAJET publishes for deployment, including its NuGet and npm packages and the client-side files of the Workflow Designer, in compiled or built form, and Modified Software in compiled object code form, with its client-side files in built form, distributed under Section 1.4. Plugins and add-ons that the price list sells as options are Redistributables only where the edition purchased, or an option purchased with it, includes them; the other plugins that OPTIMAJET

publishes for deployment are Redistributables with every paid edition. Source code, source code archives and 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. The lists below are examples:

6.1 Workflow Engine and Workflow Engine NEO

Workflow Engine NEO is built on Workflow Engine and uses its packages together with OptimaJet.Workflow.Api and its database provider packages, so this Section 6.1 covers both products.

The assemblies (DLLs) contained in the NuGet packages listed below.

The client-side files of the Workflow Designer, including those in the npm packages listed below, and the CSS files and images required for the proper functioning of the Workflow Designer that are not part of third-party libraries.

Scripts that come with the database providers and create Workflow Engine objects in the database.

NuGet Packages:

- WorkflowEngine.NETCore-Core https://www.nuget.org/packages/WorkflowEngine.NETCore-Core/
- WorkflowEngine.NETCore-ProviderForMSSQL https://www.nuget.org/packages/WorkflowEngine.NETCore-ProviderForMSSQL/
- WorkflowEngine.NETCore-ProviderForPostgreSQL https://www.nuget.org/packages/WorkflowEngine.NETCore-ProviderForPostgreSQL/
- WorkflowEngine.NETCore-ProviderForMySQL https://www.nuget.org/packages/WorkflowEngine.NETCore-ProviderForMySQL/
- WorkflowEngine.NETCore-ProviderForMongoDB https://www.nuget.org/packages/WorkflowEngine.NETCore-ProviderForMongoDB/
- WorkflowEngine.NETCore-ProviderForOracle https://www.nuget.org/packages/WorkflowEngine.NETCore-ProviderForOracle/
- WorkflowEngine.NETCore-ProviderForSQLite https://www.nuget.org/packages/WorkflowEngine.NETCore-ProviderForSQLite/
- WorkflowEngine.NETCore-Migrator https://www.nuget.org/packages/WorkflowEngine.NETCore-Migrator/
- WorkflowEngine.NETCore-FilesPlugin https://www.nuget.org/packages/WorkflowEngine.NETCore-FilesPlugin/
- WorkflowEngine.NETCore-ActiveDirectoryPlugin https://www.nuget.org/packages/WorkflowEngine.NETCore-ActiveDirectoryPlugin/
- WorkflowEngine.NETCore-RealTimeTrackingPlugin https://www.nuget.org/packages/WorkflowEngine.NETCore-RealTimeTrackingPlugin/
- WorkflowEngine.NETCore-BpmnPlugin https://www.nuget.org/packages/WorkflowEngine.NETCore-BpmnPlugin/
- WorkflowEngine.NETCore-FormsPlugin https://www.nuget.org/packages/WorkflowEngine.NETCore-FormsPlugin/
- OptimaJet.Workflow.Api and its database provider packages https://www.nuget.org/packages/OptimaJet.Workflow.Api/

npm Packages:

- @optimajet/workflow-designer https://www.npmjs.com/package/@optimajet/workflow-designer
- @optimajet/workflow-designer-react https://www.npmjs.com/package/@optimajet/workflow-designer-react
- @optimajet/workflow-designer-angular https://www.npmjs.com/package/@optimajet/workflow-designer-angular

The npm packages @optimajet/workflow-forms-manager and @optimajet/workflow-forms-viewer are licensed under the license that the license field of each package names, the Form Engine end-user license agreement or the MIT License, and not under this EULA.

Modified Software in compiled object code form, with its client-side files in built form, distributed under Section 1.4. The source code archives and repositories given to Developer End User with a license that includes source code access are not Redistributables.

6.2 Workflow Server

Everything listed under Section 6.1, because Workflow Engine is a constituent part of Workflow Server.

Dynamic-Link Libraries:

- OptimaJet.WorkflowServer.dll
- OptimaJet.Logging.dll
- WorkflowServer.dll

Executables:

- WorkflowServerService.exe

Workflow Server's JavaScript visual interface library:

- wfs-admin.js

All CSS files and images required for the proper functioning of the visual interface of Workflow Server that are not part of third-party libraries.

The Workflow Server application that OPTIMAJET publishes on workflowserver.io, as the Docker image optimajet/workflowserver, and as release builds in its GitHub repository.

NuGet Packages:

- WorkflowEngine.NET-Server https://www.nuget.org/packages/WorkflowEngine.NET-Server/
- OptimaJet.Logging https://www.nuget.org/packages/OptimaJet.Logging/

Modified Software in compiled object code form, with its client-side files in built form, distributed under Section 1.4. The source code archives and repositories given to Developer End User with a license that includes source code access are not Redistributables.

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(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 the client-side files of the Workflow Designer and of the Workflow Server interface delivered under Section 1.4.

End Customers keep the copies of the Licensed Product they have received as Section 15 sets out.

7. Third-Party Libraries

The SOFTWARE DEVELOPMENT PRODUCT(S) uses or includes third-party components. 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.

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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 schemes, 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 workflowengine.io and through the official channels named there, including the NuGet and npm registries where OPTIMAJET publishes its packages, the registry where it publishes its Docker images, workflowserver.io, and its GitHub repositories. A copy obtained through an internal mirror, cache, or offline repository of an official channel that Developer End User, or a person who works on its behalf under Section 1.2, operates counts as obtained from that channel.

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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 or 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 a term license 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.

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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 1.2, 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. Where the license includes source code access, the refund is paid once Developer End User has confirmed

in writing that it has destroyed the Source Code and Modified Software in source code form, as 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 Workflow Engine Free, trial license keys, 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 or by running a sample or demonstration tool against the server that the tool names. 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.

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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 1.2 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 that OPTIMAJET publishes under the MIT License and that Developer End User uses with them 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 1.2 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 1.2 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 a term license, 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. 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 Workflow Engine Free, use under the EVALUATION paragraph of Section 1.2, any other use for which no price was paid, 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 1.2 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.

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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 1.2, 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 1.3; and (ii) the licenses concerned, if Developer End User breaches point (a) or (c) of Section 1.5 or discloses or distributes the Source Code in breach of Section 1.4. 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 1.2 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 and the usage limits and capabilities of its edition (Section 1.5), other than a key that the PAYMENT, RENEWAL PRICES, or CONTRACTOR-HELD LICENSES paragraph of Section 1.2 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 1.2; (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 1.3 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 a term license, including a subscription, or of 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 1.2, 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 a term license that it committed in writing to buy; where it so terminates a term license, 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 1.2 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 next two 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 or a term license ends without full payment or renewal, 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 Section 6.3 requires; after a term license ends without renewal, or 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 the edition whose Licensed Use, usage limits, and capabilities cover its own use of that copy, and may have that copy maintained by its own contractors; after the end of a term license, it may buy that license within those ninety (90) days. 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 1.2, 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 a term license that includes it ends without renewal (where a public body, or the holder of a license to which the PUBLIC BODIES paragraph of Section 1.2 applies the periods of a public body, has committed in writing to a renewal under the RENEWAL PRICES paragraph of Section 1.2, 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 1.4 continues to apply to them.

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 workflow definitions (schemes) 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 1.3, 2, 8, 11, 12, 13, 14, and 16; (b) Section 6.3, for the copies that End Customers keep; (c) the LICENSE KEYS AND DATA paragraph of Section 1.2; (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 1.4; (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 1.4 and Sections 1.5, 5, and 6; and (h) the PAYMENT and TAXES paragraphs of Section 1.2, for amounts due under this EULA.

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 product and edition, the Licensed Use, the Licensed Product, any usage limits that it states, the periods, and the options); (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 editions, prices, and usage limits; and (4) this EULA. The RENEWAL PRICES paragraph of Section 1.2 prevails over (2) and (3) for a renewal of the same scope, and the LICENSED USE, WHICH LICENSED USE APPLIES, and LICENSED USE EXAMPLES paragraphs of Section 1.2 prevail over (3) for what each Licensed Use 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 an edition, a Licensed Use, or a price that does not match the purchase that both parties intended, is corrected to match that purchase. OPTIMAJET's Customer Support Agreement, published at https://workflowengine.io/agreements/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 1.2, and the GOVERNING LAW AND DISPUTES paragraph of this Section governs disputes about support services. Despite the Customer Support Agreement, 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 workflowengine.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 1.2, 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, 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 1.2; 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 1.3, 1.4, and 1.5. 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 a term license, including a subscription, or of a prepaid update period of that license.

NEW VERSIONS. OPTIMAJET may publish new versions of this EULA. 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 a term license, 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 of Workflow Engine Free is governed by the version of this EULA in force on workflowengine.io on the release date of the version of Workflow Engine Free that Developer End User uses, as the version history there shows, or, for a version released before

October 1, 2026, by Version 1.2 of this EULA. The previous sentence applies to Workflow Engine Free as Section 1.1 of this version defines it; use of Workflow Server without a license key is governed by this version, whatever the release date of the version used. Where a signed agreement with OPTIMAJET names a version of this EULA, that version also governs Developer End User's use of Workflow Engine Free.

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 1.2, 1.4, 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 Workflow Engine Free, 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, 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 a term license 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.

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 parts of the Source Code, but no right in the Source Code or in the SOFTWARE DEVELOPMENT PRODUCT(S).

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 all the SOFTWARE DEVELOPMENT PRODUCT(S), or its rights and obligations for one of them only together with that product, in either case only to a successor that agrees in writing to be bound by this EULA, and will notify Developer End User of the assignment by email to the license contact within thirty (30) days after it.

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Appendix. Earlier Editions

This Appendix states the Licensed Use of the editions that OPTIMAJET no longer sells, under the EARLIER EDITIONS paragraph of Section 1.2, and of the Workflow Server editions sold under a Workflow Server price list dated August 20, 2026, or earlier, or by a quote issued before OPTIMAJET publishes a later Workflow Server price list. A license keeps the usage limits it was bought with. Each edition in this table covers one Licensed Product unless its License Statement or quote states otherwise. Points (a), (b), and (c) in this table are the points of the LICENSED USE paragraph of Section 1.2. An edition whose name adds Lifetime, Perpetual, or Subscription to a name in this table has the Licensed Use stated for that name.

Product	Earlier edition	Licensed Use
Workflow Engine	Starter	Personal use as described in point (a) of Section 1.1
Workflow Engine	Subscription, Business, Business Lifetime, Enterprise, Company	Internal commercial use under point (a), for one Licensed Product
Workflow Engine	Business Complete, Business Complete Lifetime	Internal commercial use under point (a), with multiple servers
Workflow Engine	Business SAAS, Business SAAS Lifetime	A public web application or SaaS under point (b)
Workflow Engine	Ultimate, Business Ultimate	A public web application or SaaS under point (b) and OEM under point (c)
Workflow Server, price list dated August 20, 2026, or earlier, or a quote issued before a later one	Starter	Personal use as described in point (a) of Section 1.1
Workflow Server, price list dated August 20, 2026, or earlier, or a quote issued before a later one	Subscription, Business, Enterprise, Company	Internal commercial use under point (a), for one Licensed Product

Product	Earlier edition	Licensed Use
Workflow Server, price list dated August 20, 2026, or earlier, or a quote issued before a later one	Business Complete	Internal commercial use under point (a), with multiple servers
Workflow Server, price list dated August 20, 2026, or earlier, or a quote issued before a later one	Business SAAS	A public web application or SaaS under point (b)
Workflow Server, price list dated August 20, 2026, or earlier, or a quote issued before a later one	Ultimate, Business Ultimate	A public web application or SaaS under point (b) and OEM under point (c)
Any product	Custom	As stated in the quote and the License Statement
Any product	Any other earlier edition	As stated in its License Statement or quote and in the version of this EULA under which it was bought

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