

FLEXSOFTWARE, INC.

END USER LICENSE AGREEMENT (EULA)

Effective October 1, 2026

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE INSTALLING, ACTIVATING, ACCESSING, OR USING THE SOFTWARE.

This End User License Agreement ("Agreement") is a legally binding agreement between **FlexSoftware, Inc.** ("FlexSoftware," "we," "our," or "us") and the individual or entity installing, activating, accessing, or using the Software ("Customer," "you," or "your").

By selecting "**I Accept**," installing, activating, accessing, copying, downloading, or using the Software, or by using any license key, activation code, authorization file, subscription credential, or other licensing mechanism provided by FlexSoftware, you acknowledge that you have read, understood, and agree to be bound by this Agreement.

If you do not agree to these terms, do not install, activate, access, or use the Software.

1. DEFINITIONS

"Software" means Flex Terminal Emulator and any related FlexSoftware software products identified on a FlexSoftware invoice, quote, order form, portal, or reseller invoice, including all updates, upgrades, patches, documentation, activation files, and related materials.

"Licensed Device" means a physical computer, virtual machine, virtual desktop, cloud instance, containerized deployment, server instance, session host, or other computing environment on which the Software is installed or executed.

"License Key" means any serial number, activation code, product key, authorization file, subscription credential, certificate, token, or other mechanism used to enable Software functionality.

"Documentation" means user manuals, installation guides, technical specifications, knowledge base articles, and other written materials supplied by FlexSoftware.

"Authorized User" means an employee, contractor, consultant, or agent authorized by Customer to use the Software solely for Customer's internal business operations.

2. LICENSE TYPES

FlexSoftware offers the following license models:

A. Trial License

A Trial License permits temporary evaluation use of the Software during the evaluation period designated by FlexSoftware.

B. Subscription License

A Subscription License grants the right to use the Software during the subscription term specified on the applicable invoice, quote, order form, or renewal agreement.

C. Perpetual License

A Perpetual License grants the right to use the specific licensed version of the Software indefinitely, subject to this Agreement.

Maintenance, support, upgrades, and future releases are not included with a Perpetual License unless separately purchased.

3. GRANT OF LICENSE

Subject to Customer's compliance with this Agreement and payment of all applicable fees, FlexSoftware grants Customer a limited, non-exclusive, non-transferable, revocable license to install and use the Software solely for Customer's internal business purposes.

The Software is licensed, not sold.

FlexSoftware and its licensors reserve all rights not expressly granted herein.

4. ACCEPTANCE THROUGH INSTALLATION OR ACTIVATION

Customer expressly agrees that installation, activation, access, or use of the Software constitutes acceptance of this Agreement.

Use of any FlexSoftware-issued License Key constitutes acceptance of this Agreement, whether or not Customer executes a separate written contract.

If the individual accepting this Agreement is acting on behalf of an organization, such individual represents that they possess authority to bind the organization.

5. INSTALLATION RIGHTS

Unless otherwise stated on the applicable invoice:

- One license authorizes one Software installation on one Licensed Device.
 - A virtual machine, virtual desktop, cloud-hosted instance, container, or similar environment constitutes a separate Licensed Device.
 - Hardware partitions, blade servers, and isolated execution environments are treated as separate Licensed Devices.
 - Software components are licensed as a single product and may not be separated for use on different devices.
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6. CONCURRENT USER LICENSING

Where specifically authorized in writing by FlexSoftware and reflected on the applicable invoice, Customer may operate the Software under a concurrent-user license model.

If concurrent use rights are not expressly granted:

- Sharing a license among multiple simultaneous users is prohibited.
 - Concurrent execution of unlicensed instances is prohibited.
 - Multiplexing, pooling, or technological measures intended to circumvent licensing limits are prohibited.
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7. REMOTE ACCESS

Authorized Users may remotely access properly licensed installations of the Software.

Remote access rights do not increase the number of licenses required under this Agreement.

Customer remains responsible for ensuring compliance with all licensing limitations applicable to remote users, virtual desktop infrastructure (VDI), and hosted environments.

8. LICENSE KEYS AND ACTIVATION CREDENTIALS

License Keys remain the confidential property of FlexSoftware.

Customer shall not:

- Disclose License Keys to unauthorized parties;
- Sell, transfer, distribute, or share License Keys;
- Circumvent activation controls;
- Tamper with licensing mechanisms;
- Generate unauthorized license credentials;
- Use modified or unauthorized activation files.

Unauthorized use of a License Key constitutes a material breach of this Agreement.

9. CUSTOMER RESPONSIBILITIES

Customer shall:

- Maintain appropriate security controls for access to the Software;
- Ensure Authorized Users comply with this Agreement;
- Prevent unauthorized copying and distribution;
- Maintain accurate records of Software deployments;
- Promptly report suspected unauthorized use.

Customer is responsible for all use occurring through its systems and credentials.

10. RESTRICTIONS

Except as expressly permitted by applicable law, Customer shall not:

- Reverse engineer, decompile, or disassemble the Software;
- Modify, adapt, or create derivative works;
- Remove copyright notices or proprietary markings;
- Publish or distribute the Software;

- Rent, lease, sublicense, or provide Software-as-a-Service offerings based on the Software;
 - Bypass technical restrictions;
 - Use the Software to violate any law;
 - Use the Software to gain unauthorized access to systems or networks.
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11. AUDIT RIGHTS

During the term of this Agreement and for two (2) years thereafter, FlexSoftware may request reasonable information necessary to verify Customer's compliance with this Agreement.

FlexSoftware shall provide reasonable notice before conducting any audit.

If an audit reveals under-licensing exceeding five percent (5%), Customer shall promptly purchase additional licenses and reimburse reasonable audit costs.

12. UPDATES AND UPGRADES

FlexSoftware may release updates, patches, fixes, enhancements, and new versions.

Subscription customers with current subscriptions may receive updates as included with their subscription plan.

Perpetual license customers may only install updates or upgrades for which they possess valid entitlement.

13. SUPPORT SERVICES

Support services are provided only when included in:

- An active subscription;
- An active maintenance agreement; or
- A separate written support agreement.

Support terms may be supplemented by separate support policies published by FlexSoftware.

14. DATA COLLECTION AND PRIVACY

The Software may collect limited technical information necessary for:

- Licensing;
- Activation;
- Security validation;
- Diagnostics;
- Product support.

Any processing of information by FlexSoftware shall be governed by the FlexSoftware Privacy Policy.

The Software is not intended to collect customer business data except as required for licensing and support functions.

15. EXPORT COMPLIANCE

Customer shall comply with all applicable:

- United States export laws;
- Export Administration Regulations (EAR);
- Office of Foreign Assets Control (OFAC) sanctions regulations;
- Local import and export laws.

Customer represents that it is not subject to sanctions or prohibited from receiving the Software under applicable law.

16. INTELLECTUAL PROPERTY

The Software, Documentation, trademarks, logos, activation systems, License Keys, and all related intellectual property are owned by FlexSoftware and its licensors.

No ownership rights are transferred under this Agreement.

17. CONFIDENTIALITY

Customer shall protect all non-public information relating to the Software, including:

- License Keys;
- Activation files;
- Technical specifications;
- Product architecture;
- Proprietary Documentation.

Such information shall be protected using at least the same degree of care used to protect Customer's own confidential information.

18. TERM AND TERMINATION

This Agreement remains effective until terminated.

FlexSoftware may terminate this Agreement immediately upon written notice if Customer:

- Breaches this Agreement;
- Fails to pay applicable fees;
- Uses unauthorized License Keys;
- Exceeds licensing rights;
- Misappropriates FlexSoftware intellectual property.

Upon termination, Customer shall:

- Immediately cease using the Software;
 - Remove all installations;
 - Destroy all copies of the Software;
 - Destroy all License Keys and activation credentials.
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19. LIMITED WARRANTY

For a period of ninety (90) days following initial delivery, FlexSoftware warrants that the Software will perform substantially in accordance with accompanying Documentation when properly installed and used.

The foregoing warranty does not apply to:

- Trial Software;
- Beta releases;
- Evaluation versions;
- Software provided without charge.

FlexSoftware's sole obligation shall be, at its option:

1. Repair the Software;
2. Replace the Software; or
3. Refund the license fees paid for the affected Software.

20. WARRANTY DISCLAIMER

EXCEPT AS EXPRESSLY PROVIDED ABOVE, THE SOFTWARE IS PROVIDED "AS IS" AND "AS AVAILABLE."

FLEXSOFTWARE DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF:

- MERCHANTABILITY;
 - FITNESS FOR A PARTICULAR PURPOSE;
 - NON-INFRINGEMENT;
 - ACCURACY;
 - AVAILABILITY;
 - SECURITY.
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21. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW:

IN NO EVENT SHALL FLEXSOFTWARE OR ITS LICENSORS BE LIABLE FOR:

- LOST PROFITS;
- LOST REVENUE;
- LOST DATA;
- BUSINESS INTERRUPTION;
- LOSS OF GOODWILL;
- INDIRECT DAMAGES;
- SPECIAL DAMAGES;
- INCIDENTAL DAMAGES;
- CONSEQUENTIAL DAMAGES.

FLEXSOFTWARE'S TOTAL AGGREGATE LIABILITY SHALL NOT EXCEED THE FEES PAID FOR THE SOFTWARE DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

22. FORCE MAJEURE

Neither party shall be liable for delays or failures caused by circumstances beyond its reasonable control, including:

- Natural disasters;
- Acts of government;
- Labor disputes;
- Internet outages;
- Telecommunications failures;
- Cyberattacks;
- Utility interruptions;
- Epidemics or pandemics.

23. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Texas, excluding conflict-of-law principles.

24. VENUE

Any legal action arising from or relating to this Agreement shall be brought exclusively in the state or federal courts located in Texas.

The parties consent to the jurisdiction of such courts.

25. SURVIVAL

The following provisions survive termination:

- Intellectual Property
 - Confidentiality
 - Audit Rights
 - Export Compliance
 - Warranty Disclaimers
 - Limitation of Liability
 - Governing Law
 - Venue
 - Any provision intended by its nature to survive termination
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26. ENTIRE AGREEMENT

This Agreement, together with any order form, invoice, quotation, maintenance agreement, support agreement, or written amendment executed by FlexSoftware, constitutes the complete agreement between the parties concerning the Software.

No conflicting customer purchase order terms shall modify this Agreement unless expressly agreed to in writing by FlexSoftware.

27. CONTACT INFORMATION

FlexSoftware, Inc

<https://www.flexsw.com>

<https://www.flexsw.com/contact-us>

For licensing, support, or legal inquiries regarding this Agreement, contact FlexSoftware using the information provided on the FlexSoftware website.