

## End User License Agreement (EULA) for Flomesh ServiceMesh

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## Interpretation and Definitions

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### Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

### Definitions

For the purposes of this End-User License Agreement:

**Agreement** means this End User Software License Agreement between Flomesh, Ltd., as licensor (“Flomesh” or “We”) and You, as licensee.

**Licensed Software** means the certain commercial software product(s) being provided to You under this Agreement, including online software, platform, website, and executable program modules thereof, as well as related documentation and computer readable media.

**End User Data** (means any and all data entered or uploaded by You through the use of the Licensed Software.

**You** means the individual accessing or using the Application or the company, or other legal entity on behalf of which such individual is accessing or using the Application, as applicable.

## License

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- a) In consideration of the mutual covenants, and subject to the provisions contained in this Agreement, We hereby grant to You a revocable, non-transferable, non-exclusive license to use the Licensed Software solely in connection with Flomesh services and/or hardware and in accordance with the terms of this Agreement.

- b) The Licensed Software is licensed, not sold, to You by Flomesh for use only under the terms of this Agreement and subject to Your prior acceptance of this Agreement. As licensor, Flomesh reserves all rights not expressly granted to You pursuant to this Agreement.
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  - pledge, alienate or otherwise encumber the Licensed Software to any third party;
  - modify, enhance, reverse-engineer, decompile, disassemble or create derivative works of the Licensed Software.
- d) Flomesh reserves the right to inspect and enforce the restrictions and covenants contained in this Agreement at Your sole expense, and You hereby agree to promptly notify Flomesh of any known violations of such restrictions and covenants.
- e) Upon execution of this Agreement, Flomesh will:
  - a. permit You to access, or download a copy of the most current version of the Licensed Software for Your use under this Agreement; and
  - b. from time to time provide You with ongoing updates to the Licensed Software during the term of the Agreement as considered needed by Flomesh. In each such case, Flomesh will automatically provide the necessary updates.

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## Term and Termination

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1. Term. The term of this Agreement will commence on the date of Your first download, installation or use of the Licensed Software, which evidences Your agreement to these terms, and shall continue for the duration of Your use of the Licensed Software or until either You or Flomesh terminates this Agreement in accordance with this Section General.
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## Limitation of Liability

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IN NO EVENT WILL WE BE LIABLE FOR ANY LOSSES OR DAMAGES INCURRED BY YOU, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL, INCLUDING LOST OR ANTICIPATED PROFITS, SAVINGS, INTERRUPTION TO BUSINESS, LOSS OF BUSINESS OPPORTUNITIES, LOSS OF BUSINESS INFORMATION, THE COST OF RECOVERING SUCH LOST INFORMATION, THE COST OF SUBSTITUTE INTELLECTUAL PROPERTY OR ANY OTHER PECUNIARY LOSS ARISING FROM THE USE OF, OR THE INABILITY TO USE, THE LICENSED SOFTWARE REGARDLESS OF WHETHER YOU HAVE ADVISED US OR WE HAVE ADVISED YOU OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY IN RESPECT OF ANY AND ALL CLAIMS WILL BE LIMITED TO THE AMOUNT OF FEES PAID BY THE LICENSEE IN THE PREVIOUS 12 MONTHS. THE FOREGOING LIMITATIONS APPLY REGARDLESS OF THE CAUSE OR CIRCUMSTANCES

GIVING RISE TO SUCH LOSS, DAMAGE OR LIABILITY, EVEN IF SUCH LOSS, DAMAGE OR LIABILITY IS BASED ON NEGLIGENCE OR OTHER TORTS OR BREACH OF CONTRACT (INCLUDING FUNDAMENTAL BREACH OR BREACH OF A FUNDAMENTAL TERM). NEITHER YOU NOR FLOMESH MAY INSTITUTE ANY ACTION IN ANY FORM ARISING OUT OF THIS AGREEMENT MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ARISEN.

## Severability and Waiver

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### Severability

If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

### Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Agreement shall not effect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute a waiver of any subsequent breach.

## General

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1. Captions. The Article and paragraph headings used herein are for convenience only and are not a part of this Agreement and will not be used in construing it.
2. Entire Agreement. This Agreement constitutes the entire agreement of the Parties.
3. Force Majeure. Notwithstanding anything herein to the contrary, Flomesh shall not be liable for any delay or failure in performance caused by circumstances beyond its reasonable control.
4. Relationship of the Parties. This Agreement does not constitute a partnership or joint venture, and nothing herein contained is intended to constitute, nor will it be construed to constitute, such a partnership or joint venture. Except as expressly provided in this Agreement, neither Flomesh nor You will have any power or authority to act in the name or on behalf of the other party, or to bind the other party to any legal agreement.
5. Severability. The provisions of this Agreement are to be considered separately, and if any provision hereof should be found by any court or competent jurisdiction to be invalid or unenforceable, this Agreement will be deemed to have effect as if such provision were severed from this Agreement.
6. Number and Gender. Where the context permits, the singular includes the plural, and the masculine includes the feminine and vice versa.
7. Notices. All notices and communications required or permitted under this Agreement will be in writing and may be sent electronically, return receipt requested, or by overnight delivery service or registered or certified mail, postage prepaid, return receipt requested, to Flomesh at the addresses provided below or to

such other address as Flomesh may from time to time specify by notice to You through the Licensed Software:

Flomesh, Ltd. Room 1508 , 15/F Witty Commercial Building, 1A-1L Tung Choi Street , Mongkok, Kowloon, Hong Kong SAR

[contact@flomesh.io](mailto:contact@flomesh.io)

8. Revisions to this Agreement. Flomesh may modify, update or revise the terms of this Agreement at any time by updating these terms and by providing notice to you of such changes through the Licensed Software.

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