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THE SOFTWARE MAY ONLY BE DOWNLOADED, INSTALLED OR USED BY YOU IF YOU ARE AN AUTHORIZED USER OF THE TALOFLOW CLOUD COST MANAGEMENT SERVICE, TALOFLOW CLOUD COST INSTRUMENTATION SERVICE, OR TALOFLOW PRODUCT COMPARISON SERVICE (THE “**TALOFLOW SERVICES**”).

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3. Restrictions. The license granted to you in this EULA is further subject to the conditions, restrictions and limitations set forth below (collectively, the “**License Restrictions**”). Any use of the Software in violation of the License Restrictions shall constitute a material breach of the Agreement. Except as expressly permitted by this EULA, you may not, and you will not encourage, assist or authorize any other person or entity to:

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- (c) incorporate any portion of the Software into your own programs or compile any portion of the Software in combination with your own programs;
- (d) remove any proprietary notices or labels on the Software; or attempt in any manner to circumvent any security measures designed to control access to the Software or any part thereof;
- (e) exploit the Software or any of its parts for any commercial purpose (including without limitation renting, leasing or licensing the Software to others); or
- (f) use the Software to create additional software that replicates the functionality of, or is intended to replace, the Software.

4. Updates; Support. Taloflow may deploy, provide or make available patches, updates, improvements, upgrades and/or modifications to the Software (“**Updates**”) that must be installed by you in the manner described by Taloflow, in its discretion, before you may continue to use the Software. All such Updates are part of the Software for purposes of this Agreement, the licenses granted to you and the License Restrictions set forth in this Agreement. Unless otherwise specified by Taloflow, the terms of the Agreement will govern each Update provided by Taloflow. Taloflow has no obligation to provide any Updates, technical information or technical support of any kind.

5. Term And Termination. The term of this EULA begins on the first to occur of (a) the date you indicate your acceptance to this EULA or (b) the date you first download, install or use the Software, and this EULA shall continue in effect until termination in accordance with the terms of this EULA. You may terminate this EULA at any time by uninstalling and destroying all copies of the Software that are in your possession or control and providing us notice of termination at legal@taloflow.ai. We may terminate this EULA at any time and for any reason or no reason, including, without limitation, if we elect to discontinue offering the Software or if you are breach any material provision of the Agreement and fail to cure the breach within ten (10) days of our written notice to you. This EULA (including any rights granted to you under this EULA) will immediately and automatically terminate without notice from us if: (a) you fail to implement any required security or other Updates; or (b) you breach Sections 1-3, 8, or 10 of this EULA; or (c) you initiate any legal action against us. Upon termination, you must cease all access to and use of the Software and permanently remove the Software from all computers and servers on which the Software is installed. Sections 3, 5-8, and 10-13 of this EULA will survive any expiration of termination of this EULA.

6. Warranty Disclaimer. THE TALOFLOW TERMS OF SERVICE (<https://www.taloflow.ai/terms>) INCLUDE PROVISIONS REGARDING TALOFLOW’S DISCLAIMER OF REPRESENTATIONS AND WARRANTIES AND SUCH PROVISIONS ARE INCORPORATED INTO THIS EULA BY THIS REFERENCE AND FORMS A PART OF THIS EULA AS IF SUCH PROVISIONS WERE FULLY RESTATED IN THIS EULA. FOR PURPOSES OF CLARIFICATION, EACH DISCLAIMER WHICH PERTAINS TO THE SERVICE (AS DEFINED IN THE TERMS OF SERVICE) APPLY TO THE SOFTWARE.

7. Limitation Of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL TALOFLOW, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR LICENSORS BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) OR FOR COSTS OF PROCURING SUBSTITUTE SOFTWARE, ARISING OUT OF OR IN CONNECTION WITH THE SOFTWARE, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF TALOFLOW HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TALOFLOW’S TOTAL LIABILITY TO YOU, FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY, WILL BE LIMITED TO AND WILL NOT EXCEED THE GREATER OR \$50.00 OR THE ACTUAL AMOUNT CUSTOMER PAID TO TALOFLOW FOR USE OF THE SOFTWARE IN THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING ANY CLAIM MADE PURSUANT TO THIS EULA.

SOME JURISDICTIONS PROHIBIT THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. TO THE EXTENT SUCH EXCLUSIONS OR LIMITATIONS ARE PROHIBITED BY APPLICABLE LAW, SOME OF THE EXCLUSIONS OR LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU.

YOU UNDERSTAND AND ACKNOWLEDGE THE ALLOCATION OF RISK SET FORTH IN THIS LIMITATION OF LIABILITY SECTION AND THAT TALOFLOW WOULD NOT ENTER INTO THIS EULA WITH YOUR WITHOUT THESE LIMITATIONS AND EXCLUSIONS OF LIABILITY.

8. Indemnity. You agree to defend, indemnify and hold harmless Taloflow, its affiliates, licensors, officers, directors, employees and agents from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to reasonable attorney's fees) made by a third party arising from: (i) your download, installation or use of the Software; (ii) your breach of any provision of the Agreement or your violation of Applicable Laws; (iii) your violation of any third-party right, including without limitation any copyright, property, or privacy right, in connection with your use of the Software; or (iv) any content or materials you submit, post, upload, transmit or otherwise make available to or through the Software. Taloflow may participate in the defense of any claim for which indemnification applies with counsel of its own choosing. This defense and indemnification obligation will survive termination or expiration of this EULA and your use of the Software.

9. Changes To EULA. We may modify this EULA at any time in our sole discretion by posting the revised terms within an Update of the Software. Your continued use of the Software after the effective date of the modification shall constitute your agreement to be bound by the EULA as modified. If you do not agree to a modification, you must stop using the Software and terminate this EULA.

10. Export Laws. You acknowledge that the Software is subject to U.S. export jurisdiction. You shall abide by all applicable export laws and regulations in your use of the Software. The Software, or any part thereof, may not be downloaded or otherwise exported or re-exported (a) into any country for which the United States has a trade embargo, or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders. You represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

11. Governing Law; Jurisdiction; Venue. For other than the U.S. Government as a party, this EULA shall be governed by and construed in accordance with the laws of the State of California. Any legal action or proceeding arising out of or related to this EULA or the Software will be brought exclusively in the state or federal courts located in the County of Los Angeles, California, and you and Taloflow hereby consent to the personal jurisdiction of and exclusive venue in the state and federal courts within the Country of Los Angeles with respect to any such litigation or dispute resolution. This EULA shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. In any dispute arising out of or related to this EULA or the Software, the prevailing party shall have the right to recover from the other party its reasonable attorneys' fees and costs.

12. Equitable Relief. You acknowledge and agree that actual or threatened breach of the Agreement will cause Taloflow irreparable damage for which recovery of monetary damages would be inadequate. In the event of any actual or threatened breach of the Agreement by you, Taloflow shall be entitled to seek and obtain injunctive or other equitable relief under this EULA, as well as such further relief as may be granted by a court of competent jurisdiction, without proof of monetary damages and without posting of bond.

13. General Terms.

13.1. Entire Agreement. The Agreement constitutes the entire agreement between Taloflow and you with respect to the Software. To the extent the EULA conflicts with the provisions of the Terms of

Service, the conflicting provisions in the EULA shall govern. To the extent the EULA conflicts with the provisions of the Privacy Policy, the conflicting provisions in the Privacy Policy shall govern.

13.2. Waiver. The waiver by a party of a breach of or a default under any provision of the Agreement may only be made in a writing signed by an authorized representative of the party and shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of the Agreement, nor shall any delay or omission on the part of a party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.

13.3. Severability. If a court finds any provision of the Agreement to be invalid or unenforceable, the remainder of the provisions shall be interpreted so as best to effect the intent of the parties. The failure to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision.

13.4. Assignment. Taloflow may assign its rights and delegate its obligations under the Agreement to any party. You shall not assign your rights or delegate your obligations under the Agreement to any party without the prior written authorization of Taloflow.

13.5. Feedback. You may have the opportunity to provide comments, suggestions, or other feedback regarding your use of the Software to Taloflow. You agree that Taloflow will be free to use any feedback you provide for any purpose, and that Taloflow shall have no obligation to compensate you in any way for the receipt or use of such feedback.

13.6. Notices. To give us notice under this EULA, you must contact us by personal delivery, overnight courier or registered or certified mail to the mailing address listed below. Notices provided by personal delivery will be effective immediately. Notices provided by overnight courier will be effective one (1) business day after they are sent. Notices provided registered or certified mail will be effective three (3) business days after they are sent.

Taloflow Inc.
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United States

A copy of any notice required or permitted by this EULA should be sent to legal@taloflow.ai.