

End User License Agreement for the Access and Use of OrgFlow Software and Services

VERSION 1 (2021-07-31)

This agreement is referred to as the **EULA** in our software, hereinafter in this agreement, and elsewhere on this website.

1. Introduction

1.1 Supplier, Software and Functionality

We,

OrgFlow GmbH
Von-Kühlmann-Str. 3
86899 Landsberg am Lech
GERMANY

(hereinafter: **OrgFlow**, **We** or **Us**) offer our customers (hereinafter: **User** or **You**) the use of the Customer Data Storage Software developed by Us (hereinafter: **Software**). The Software is a set of tools that utilize the power of the Git version control software to enable teams of any size to achieve low-effort, safe and successful org-based team development on the Salesforce platform.

In order to provide the Software We cooperate with other companies subject to this EULA. Inter alia, Microsoft Azure or Docker Inc. support Us in the provision of the Software. For more information, please visit our website at <https://www.orgflow.io>.

Please note that for most practical purposes, use of the Software requires a Salesforce account on Your end (hereinafter: **Salesforce**); for more information on Salesforce see <https://www.salesforce.com>. We are not responsible for providing you with a Salesforce account, nor for supporting you in acquiring, running, administering or maintaining such a Salesforce account.

Please note further that for most practical purposes, use of the Software requires a Git version control software on Your end (hereinafter: **Git**); for more information on Git see <https://git-scm.com>. We are not responsible for providing you with such Git version control software, nor for supporting you in acquiring, running, administering or maintaining such a Git version control software.

1.2 Acquisition Options with Regard to the Software

You may access the Software in different ways: via our website <https://www.orgflow.io>, which We maintain for this purpose, via our repositories at <https://hub.docker.com/u/orgflow> in Docker Hub, which is owned and operated by Docker Inc., or through other means, such as operating system package managers.

Acquisition of the Software binaries does not require any registration, but use of the Software does require successful registration as stipulated in item 2 below.

1.3 Scope of this EULA

Inter alia, this EULA stipulates who may use the Software, how the Software may be used, and provides for further relevant information and provisions regarding the contractual relationship between You and Us regarding the Software. Please take the time to read this EULA carefully before using the Software. **Any use of the Software requires that You accept this EULA and comply with the instructions and requirements contained herein during use at any time.** This EULA is available on Our Website at any time. However, We recommend that You save and/or print a copy of this EULA so that You may refer to it at any time.

We currently offer the Software to **business customers only**, i.e. only to entrepreneurs in the sense of Section 14 of the German Civil Code (Bürgerliches Gesetzbuch, hereinafter: **BGB**) – an entrepreneur in that sense is any natural or legal person or a partnership with legal personality who or which, when entering into a legal transaction, acts in exercise of his or its trade, business or profession.

We do not offer the Software to consumers (in the sense of Section 13 BGB) – i.e. to natural persons who enter into a legal agreement or

transaction for purposes that predominantly are outside his or her trade, business or profession – since We do not conclude a contract with consumers and consumers may therefore not use the Software.

This EULA constitutes and governs the contractual relationship between You and Us with regard to the Software and You accept that this EULA applies to the exclusion of any terms contained in any of Your own documents even if the same purport to provide that Your own or some other terms prevail.

Your use of the Software constitutes Your acceptance of this EULA. Deviating general terms and conditions of You do not apply in any case, even if We do not expressly object to them.

1.4 Data Protection

With regard to the processing of personal data in connection with Your use of the Software, please see our Privacy Policy, which is also available on our Website under <https://www.orgflow.io/privacy>. Our Privacy Policy describes the personal data that We collect and how We use it and includes Your data subject rights as well as other information about our processing of personal data.

Your own responsibility for processing personal data under applicable data privacy laws remains unaffected by any responsibility that We may also have if You process personal data from third parties via the Software.

1.5 Contact

For all questions, explanations, correspondence or support regarding the use of the Software, please contact our support team: You can reach Us via our support page at <https://www.orgflow.io/support>.

2. Authentication and Use of the Software

2.1 Prerequisites for Use

Acquisition of the Software (i.e. downloading of the binaries to a computer under Your control) is a completely unauthenticated and anonymous process (see item 1.2 above). To successfully use the software upon Acquisition, however, an individual License is always required (see item 3.1 below); thus, on first use, the Software will prompt for a License Key (see item 2.2 below). Obtaining such a License requires a registration with Us (see item 2.2 below). The amount of information required for registration depends on License type (see items 2.2.1 and 2.2.2 below).

2.2 Licensing and Registration

A **License** can be either a **Trial License** (issued by Us free of charge for a limited time for purposes of evaluating the software; see item 2.2.1 below), a **Free License** (issued by Us in special circumstances subject to Our discretion; see item 2.2.3 below) or a **Paid License** (issued by Us upon purchase of a Subscription by You; see item 2.2.2 below). In more detail:

2.2.1 Trial License

If You do not have a License and wish to try the software, You may request a Trial License when prompted. To request a Trial License, You will be required to enter a valid email address. Provided this email address has not already been used in connection with any previous License, Our system will create a trial license record consisting of Your email address, a unique License Key, and the applicable expiration date as determined by Us (hereinafter: **Expiration Date**). You will then receive a confirmation email containing the License Key and the Expiration Date. At this point, You can provide this License Key to the Software when prompted, to enable use.

2.2.2 Paid License

To acquire a Paid License, You must sign up for a **Subscription** to the Software by visiting the purchasing page on Our website <https://www.orgflow.io>, choosing an appropriate **Plan** (Starter, Pro or Enterprise; see item 3.2 below) and going through the checkout process. To complete the checkout process You will be redirected to the website of our payment provider Stripe Inc. (hereinafter: **Stripe**), where You will need to register by providing contact, billing and payment information (hereinafter: **Registration Data**). For more information on the process for registration and payment at Stripe please see <https://www.stripe.com>.

After completion of the checkout process, Stripe sends You an order confirmation and payment receipt via email and informs Us about the registration and new Subscription. If a Trial License already exists for the same email address, it is automatically converted to a Paid License as stipulated in Your Subscription. Otherwise, a new License is created. The Paid License record consists of Your email address, License Key, Subscription status, product and quantity information, the applicable Expiration Date, and Stripe-specific customer and subscription ID. As soon

as the Paid License is provisioned in Our system, You will receive Your License Key from Us via email. At this point, You can provide this License Key to the Software when prompted, to enable use. If applicable, this License Key may be the same key used during Your trial, to ensure a seamless transition from trial to paid use.

2.2.3 Free License

In some special circumstances, and at our discretion, We may choose to issue a Free License to You. Such Free License is identical to a Paid License, and the same terms and conditions apply, except for the following differences: (i) You will not be required to go through the checkout process (see item 2.2.2 above). We will collect the same information from You as though You had completed the said checkout process Yourself, except We will collect this information Ourselves directly from You through some other channel, such as phone, email or instant messaging, and create the Subscription in Stripe and our other back-end systems on Your behalf; (ii) the Subscription Fee of the Free License is zero, and you will therefore not be charged; (iii) cancellation or termination of the Free License and the respective Subscription can be done at any time, by either Party, at such Party's sole discretion, without particular cause and without regard to any billing periods or proration concerns.

2.3 Authentication and Security; Up-to-dateness

The Registration Data You provide must be complete and correct. You may only provide information or personal data on other persons if You act within the scope of Your power of representation required for this purpose and within applicable data privacy laws. You are obliged to keep the Registration data up to date at all times. Contact information and billing information can be updated through Your account portal, which can be accessed at any time through our website.

Regardless of License type, no other credentials (such as a username and/or password) will be assigned to You. Authentication with the Software and Our online services is done exclusively via the License Key. The security of Your Registration Data, as well as Your user data depends upon the secure delivery of Your License Key to the email address You give us, and upon Your ability to keep Your License Key secure.

You are therefore solely responsible for keeping Your Registration Data and Your License Key secure and confidential. All actions taken in connection with Your Registration Data or License Key, whether authorized or not, shall be deemed to have been taken by You or on Your behalf with Your authorization. However, Your responsibility for the misuse of Your Access Data is limited to the extent that You become the victim of illegal attacks by third parties (e.g. hackers, thieves, fraudsters) despite exercising due care, but the burden of proof with regard to such circumstances shall remain with You.

In case You have any doubts or concerns about the confidentiality of Your Registration Data or License Key, including, without limitation, any suspicion that another person knows or had access to Registration Data without authorization, You must immediately inform Us accordingly by contacting our customer support at support@orgflow.io We will then provide You with a new License Key.

2.4 Information and Responsibility Regarding Other Persons Using the Software

Please note that You are responsible for the actions of any other persons who use the Software. You must therefore ensure that such use only occurs if You have duly authorized these persons to do so within the scope of this EULA.

If other persons use the Software, You **must inform them of the content of this EULA and all other requirements (including our privacy policy) and make these available to them prior to use, if they are not already aware of them. Furthermore, You are responsible for ensuring that these provisions are complied with at any time in such case.**

3. License to Use OrgFlow Software; Subscription Fees; Payment

3.1 License Terms

Limited in time as stipulated in item 3.3 below, We grant You a non-exclusive, non-transferable, non-sublicensable right to install, to use and to copy the Software subject to the terms of this EULA (hereinafter: **License**).

The right to copy is limited to the installation of the Software on a computer (physical or virtual) which is in Your immediate control, and to fulfill the Purpose of Use and a copy thereof which is required for the loading, display, running, transfer or storage of the Software as well as to the right to make a copy for security backup purposes, as stated in sec. 69d para. (2) German Copyright Act (Urheberrechtsgesetz, **UrhG**). You will not, nor will You allow any third party to, reverse engineer, decompile or attempt to discover any source code or underlying ideas or algorithms of the Software (however, sec. 69d, 69e UrhG shall remain unaffected).

The License is a company license i.e., the Software may only be used by the User, employees of the User, Affiliates or contractors/agents of the User who are acting on behalf of User by providing implementing, consulting or outsourcing services and are under a written agreement with User that will protect the software similar to the protections and restrictions stated under this Agreement. "Affiliate" shall mean any entity that controls,

is controlled by or shares common control with You, where such control arises from either (a) a direct or indirect ownership interest of more than 50% or (b) the power to direct or cause the direction of the management and policies, whether through the ownership of voting stock, by contract, or otherwise, equal to that provided by a direct or indirect ownership of more than 50%. The use of the Software by any other third party is strictly prohibited.

3.2 Scope of License; Stacks and Orgs

The License includes the right to use the Software to manage a specific number of unique Stacks and Orgs Simultaneously. The exact permissible numbers vary based on License type and applicable Subscription, as described further below. **Simultaneously** in this context means during a certain rolling timeframe which shall not be explicitly stated, but which is configured to allow a certain degree of temporary overage to ensure customers can change the specific Stacks and Orgs they use without hitting limits during such transitions. A **Stack** is defined as a set of Salesforce environments, which share the same metadata codebase and between which metadata changes can be synced. A Stack typically includes one Salesforce production Org and one or more Salesforce sandboxes. A Stack also identifies a single Git repository, which acts as the backing version control system for all the environments in the Stack. An **Org** is defined as one unique Salesforce organization, which can be either a production Org or a sandbox. No distinction is made between production Orgs and sandboxes from a licensing perspective.

In this regard, the License is subject to the following restrictions:

- Trial Licences include an unlimited number of Stacks and Orgs for the trial duration.
- Paid Licences include a specific number of Stacks and Orgs as selected and clearly shown while starting or changing a subscription, depending on the Subscription which You have purchased; the following types of Subscriptions (i.e. **Plans**) are available: The **Starter Plan** includes 1 Stack and 2 Orgs. The **Pro Plan** are priced per number of Orgs, and include the number of Stacks and Orgs selected during checkout. The **Enterprise Plan** includes an unlimited number of Stacks and Orgs. You can change from any Plan (upgrade or downgrade) to any other at any time.

You are granted the License (i.e. the right to use the Software) only in accordance with the terms and conditions of this EULA. Any other use (e.g. circumvention of security mechanisms) is prohibited, unless otherwise agreed in individual cases. Except as otherwise provided in other agreements, Your rights of use in connection with the Software are limited to the term of this Agreement. You also have the duty to refrain from anything that could impair the use of the Software, in particular the introduction of trojans, viruses or other malware. Any manipulation, technical modification of the Software is prohibited.

If You infringe upon any of the above provisions (or item 5 below), all Licences granted under this Agreement shall immediately become ineffective and shall automatically terminate. In this case, You must immediately and completely cease using OrgFlow Software and delete any copies You have made.

3.3 License Duration and Extension

The term of the License will be the Subscription Period, which is defined as the indefinite term between the conclusion and termination of the subscription by either Party, unless otherwise agreed. Otherwise, in the case of a Trial License until the applicable Expiration Date. Thereafter, the License automatically expires.

Neither You nor Us may properly terminate this EULA and the License. However, the right to terminate the License Agreement extraordinarily and immediately for good cause (sec. 314 BGB) shall remain unaffected for either of us.

3.4 Free and Paid Use (Subscription Fees)

We grant You a Trial License **free of charge for the agreed trial period**. Free Licences are also free of charge for the agreed period (see item 2.2.3 above).

If and when You choose to start a subscription with us, a **Subscription Fee** for the Software in general or for use of the Software will be charged. For detailed price information, please see our website <https://www.orgflow.io/pricing>. If You upgrade or downgrade Your subscription (either by changing to a different plan or by changing the number of Orgs/Stacks) during a billing period (month or year), the proration of upgrades/downgrades that occur in that period is carried out by our billing provider Stripe automatically.

3.5 Terms of Payment

Any applicable Subscription Fees are payable monthly or annually, depending on the chosen billing period, in advance. The Subscription Fee will be invoiced to You at the beginning of the month following the grant of a Subscription (plus any applicable taxes and duties).

In the event of termination by You or any other termination of Your use of the Software for any reason, no Subscription Fees will be refunded in whole or in part. If payment of the Subscription Fees is not made by the due date for payment, We reserve the right to deactivate the Software

used by You by revoking Your License and deactivating Your License Key. Your License Key and data can be reactivated by paying up of the Subscription Fees for a period of two months, unless You do not request an earlier deletion. If payment of the Subscription Fees is not made within two months, Your License Key and data will be marked for deletion and will physically be deleted from Our systems within one more month.

You shall not be entitled to make any deduction, set-off or retention in relation to any Subscription Fees payable unless Your counterclaim has been legally established, not disputed by Us or acknowledged.

4. Availability, Responsibility

4.1 Availability

The provision of the Software is the provision of a service to You on an "as is" basis and that service will be carried out by Us with reasonable care and skill.

Beyond the statutory warranty, We do not provide any guarantees as to the performance of or use of the Software including with regard to the availability of the Software, but strive for continuous and uninterrupted availability and freedom from errors. We also reserve the right to further develop the functions and possible uses of the Software. The Software needs to be updated from time to time for objective reasons, such as bug fixing, functional enhancements, hardware compatibility adjustments, possible vulnerability closures, and similar cases. Such updates are also carried out in Your interest and can be downloaded and installed at Your discretion. Temporary restrictions on availability may also result from maintenance work or force majeure events. Further, the latest version can be downloaded and updated at any time You prefer, in the case You have an active subscription. Please note that, as the Software is subject to regular updates and revisions, OrgFlow cannot guarantee that previous versions remain operable for the whole applicable subscription cycle. In case an updated version will invalidate previous versions, OrgFlow will provide notice to You at least two weeks in advance. However, in such case You do not have the right to prematurely terminate Your Subscription in case You do not want to apply the respective update.

Please contact Us if You have any problems or complaints regarding the use of the Software.

4.2 Accountability

You are responsible for all requirements necessary to access the Software, such as sufficient Internet connection and bandwidth, hardware and/or the software You use, and the establishment of data connection points. You are responsible for providing and using appropriate security devices and virus scanners on Your devices.

5. Intellectual Property Rights

All information published by Us via the Software, and the Software as such, in particular data, texts, images, graphics, maps, logos and their presentation, as well as any of our trade secrets or know how contained therein (hereinafter: **Content**) may only be used in accordance with this EULA and the applicable legal regulations. In particular, the use of any Content on third-party websites and/or platforms and/or beyond the use permitted under the License is prohibited.

Your use of the Software does not grant You any right to use any intellectual property rights such as copyrights, trademarks or patents owned by Us, unless expressly stated otherwise.

You may not transfer any Content or the Software as such to third parties (e.g. other companies) without our prior written consent, unless We have expressly agreed to this in writing.

6. Reporting; Liability; Indemnity Obligation

6.1 Reporting

You must report any material defects and defects of title immediately after their discovery in writing (email is sufficient) and describing the detailed circumstances. We will then check Your complaint and decide on the removal or remedy of the defects. However, We shall only be liable for defects which already existed when the License was granted to the User if We are responsible for these defects; otherwise, the statutory provisions shall apply.

6.2 Liability

To the extent permitted by law and unless expressly provided otherwise under this agreement our liability for claims and remedies irrespective of their nature, amount and legal basis shall be excluded.

You shall be liable to Us for all losses, damages, costs, charges and expenses suffered or incurred by Us as a result of or in connection with any breach of this EULA by You.

You shall indemnify Us against all claims, including claims for damages, which third parties assert against Us on account of a violation of their rights due to a use of the Software attributable directly or indirectly to You (e.g. via vicarious agents). You shall bear all necessary costs incurred by Us due to such an infringement of rights, including the usual reasonable costs for legal defence incurred by Us. You are free to prove that We have incurred lower costs. Your aforementioned obligations to indemnify do not apply if You can prove that You are not responsible for the breach of duty in question.

You must notify Us immediately of any claims by third parties that You know or become aware of in connection with the use of the Software.

7. Transmissibility

Claims or rights against Us relating to this EULA, the use of the Software or the License may not be assigned to any third party or otherwise disposed of or dealt with without our express prior written consent; such consent may not be unreasonably withheld by Us. This shall not apply if the claim is a monetary one and the legal transaction, which gave rise to the claim is a commercial transaction for both parties or the debtor is a legal entity under public law or a special fund under public law.

8. Termination of the Contract

8.1 Expiration of Trial License or Cancellation Subscription Period

This EULA will be terminated automatically upon the expiration of the Trial License or the cancellation of the Subscription. Upon termination, Your right to use the Software expires.

You can cancel a Subscription anytime through the account portal which you can access at any time through our website. Cancellation becomes effective by the end of the billing period during which the cancellation occurred (see item 3.5 above). In case of a Free License, cancellation or termination becomes effective immediately (see item 2.2.3 above).

8.2 Extraordinary Right of Termination

We are entitled to terminate this agreement if there is an important reason for doing so. This is the case if, taking into account all circumstances of the individual case and weighing the interests of both parties, We cannot reasonably be expected to continue the contractual relationship until the next agreed termination date or until the expiry of a period of notice. If the important reason consists in a breach of duty, termination is only permissible after the unsuccessful expiry of a period determined for remedy or after an unsuccessful warning, insofar as this is not dispensable by way of exception due to special circumstances.

An important reason for Us exists if You have provided false information during registration or in any other way significantly violated this EULA, especially in the case of violation of the license terms according to items 3.1 and 3.2 and 9.

8.3 Notification

You will be informed about the deletion of Your User Account by corresponding messages to the email address registered for You.

9. Changes to this EULA

Should this EULA be amended or supplemented (e.g. to meet legal or technical requirements), We will inform You immediately and in good time in advance. If You wish to continue to use the Software, You must agree to the modified EULA; otherwise You may exercise Your right to terminate the Agreement. Your consent will be deemed given, unless You have not notified Your refusal before the proposed date of entry into force of the modified EULA. If You don't agree to the modified EULA, We retain our right to terminate the agreement without notice for cause.

10. General Provisions

10.1 Enforceability (No Waiver)

Your obligations set out in this EULA and/or contained in the Sale Agreements shall remain effective and enforceable even if We fail to enforce them partially and/or temporarily on any one or more occasions.

10.2 Dealing with Differences of Opinion

We want You to be satisfied. Should there be any disagreement, please let Us talk about it. You can reach Us via the contact address given above. While We are negotiating our differences of opinion, any limitation period within which any claims should be brought is suspended. Should it not be possible to reach an agreement, legal recourse is open to you.

10.3 Place of Jurisdiction

If You are a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction shall be Landsberg am Lech, Germany; provided that any opposing mandatory places of jurisdiction for (possibly foreign) consumers shall remain unaffected. However, in addition, We are entitled to sue You before the court having jurisdiction at Your place of business.

10.4 Applicable Law

This EULA shall be governed by German law with the exclusion of its conflict of laws provisions and the UN Convention on Contracts for the International Sale of Goods (CISG).

10.5 Contract Language

The contractual language of this EULA and of the Software is English, unless otherwise agreed. This English version shall be the authoritative version in the event that further language versions of this EULA are provided by Us to You.

10.6 Priority of Individual Agreements

Any deviating individual agreements with You shall take precedence over this EULA. However, such deviating individual agreement must be in writing to be effective.

10.7 Severability Clause

Should any provision of this EULA between You and Us be or become invalid, this shall not affect the validity of the remaining provisions. If the invalid provision is an essential provision, the parties undertake to negotiate a valid provision together.