

Creatio Marketplace Application Terms and Conditions
(ver. 2.0. dated September 01, 2024)

This Creatio Marketplace Application Terms and Conditions ("Terms") are a binding agreement between the Developer stated on the Application page and the Customer acquiring access to the Application.

Before installation, copying, or other usage of Applications made available on the Creatio Marketplace, it is necessary for the Customer to read and acknowledge these Terms.

Installation, copying, or other use of the Applications means that the Customer fully agrees to the Terms and accepts all obligations that arise in connection with the Application usage.

The use of the Application is possible with full and unconditional acceptance of these Terms. If the Customer does not agree to accept these Terms, the Customer does not acquire the right to use the Application and is obliged to remove all their components from his / her devices.

1. Definitions. For the purposes of these Terms, the following terms apply:

Creatio Marketplace - means Creatio's online marketplace for applications, templates, and other add-on offerings based on Creatio Services which can be located at <https://marketplace.creatio.com/>.

Application – applications, components, and products, published on Creatio Marketplace and available on paid subscription terms or for free.

Creatio Services - software forming part of or used by Creatio to deliver SaaS Services, including any upgrades, improvements, enhancements, or derivatives thereof. Using of Creatio Services is governed by the relevant agreement available at www.creatio.com/legal (Creatio Agreement).

Developer - an individual or entity who publishes Application(s) on the Creatio Marketplace and is indicated as its developer on respective Application page.

Creatio – CREATIO EMEA LTD (Kinyra, 1 KINYRAS TOWER, 3rd floor 'Agios Andreas, 1102, Nicosia, Cyprus) and its affiliates.

Sales Partner – Creatio's Partner who has entered into an agreement with Creatio and obtained the right to resell Creatio Services and Applications.

Customer – entity or a person authorized to use the Application under the Terms.

Unless otherwise defined herein, any capitalized terms defined in the Policy and used herein and related to Customer will have the same meaning specified in the Creatio Agreement.

2. License Grant. Subject to payment terms (for the paid Applications) and Customer's compliance with all Terms set force hereunder, Developer hereby grants Customer a non-exclusive, non-sublicensable, non-transferable (except if agreed in writing), license during the License Term (as defined below), to use and run the Application in accordance with this Terms and its documentation, solely as outlined in the Terms and solely for the Customer's internal business purposes.

3. Updates & Support. From time-to-time the Developer may provide Application updates.
For free Applications, the support is available via email.

Technical support packages are available for paid Applications: Basic (included in the subscription fee) and Business & Premium (for an additional fee). The description of the packages is available [here](#).

4. Use Restrictions. Customer shall not, directly or indirectly use the Application and its documentation beyond the scope of the rights granted by this Terms, to (a) transfer to any other person any of its rights to use the Application; (b) copy the Application, except that Customer may make and maintain the minimum number of backup copies of the Application that are necessary for disaster recovery purposes during the paid subscription period; (c) sell, resell, license, sublicense, distribute, rent, lease, or share any Application; (d) use any Application other than described in Terms (e) modify or create any derivative works based upon any Application; (f) copy any feature, design or graphic in any Application; (g) translate, modify reverse engineer, decompile, disassemble or attempt to derive the source code or architecture of any Application, except to the extent such activities cannot be restricted under applicable Law; (h) use or access any Application to build a competitive solution or to assist someone else in building a competitive solution; (i) alter, remove, or conceal any government restricted rights notice or any copyright, trademark, trade name, or other proprietary marking or notice that may appear in the Application; (j) use the Application in a manner that violates any applicable law; (k) permit any other person to do any of the foregoing.

5. Intellectual Property Rights. The Customer acknowledges and agrees that the Application and supporting documentation are licensed, not sold. The Customer does not acquire any ownership interest in the Application under

these Terms, or any other rights thereto, other than to use it under these Terms. Customer shall acquire no right of ownership or use with respect thereto except for the limited license right specified in section 2.

6. Warranty Disclaimer. DEVELOPER IS PROVIDING THE APPLICATION ON AN "AS IS" AND "AS AVAILABLE" BASIS AND DEVELOPER DOES NOT MAKE, AND HEREBY EXPRESSLY DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, WITH RESPECT TO THE APPLICATION OR THEIR PERFORMANCE HEREUNDER, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN PARTICULAR, THE DEVELOPER DOES NOT WARRANT THAT THE APPLICATION WILL MEET THE CUSTOMER'S EXPECTATIONS OR BE SECURE, ACCURATE, ERROR-FREE, OR OPERATE ON AN UNINTERRUPTED BASIS OR IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE OR SYSTEM. WITHOUT LIMITING THE FOREGOING, THE DEVELOPER WILL NOT BE LIABLE FOR ANY PROBLEMS WITH THE APPLICATION ATTRIBUTABLE TO THE INTERNET, FORCE MAJEURE OR THE CUSTOMER'S OR ANY AUTHORIZED USER'S NETWORK OR ABILITY TO ACCESS THE INTERNET.

7. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW:

(a) IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY LOSS OF DATA, LOSS OF BUSINESS OR PROFITS, OR ANY OTHER SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY SORT, WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE, ARISING UNDER OR IN CONNECTION WITH THIS TERMS.

(b) DEVELOPER'S AGGREGATE LIABILITY TO THE CUSTOMER ARISING UNDER OR IN CONNECTION WITH THIS TERMS, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL IN NO EVENT EXCEED:

(1) FOR THE PAID APPLICATIONS: THE TOTAL SUBSCRIPTION FEES PAID BY THE CUSTOMER FOR USING THE APPLICATION DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE APPLICABLE CLAIM OCCURRED.

(2) FOR THE FREE APPLICATIONS: 50 US DOLLARS..

(c) THE LIMITATIONS OF LIABILITY AND DAMAGE EXCLUSIONS CONTAINED IN THIS TERMS WILL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS (OR LACK THEREOF) OF ANY REMEDIES PROVIDED HEREIN. THESE LIMITATIONS AND EXCLUSIONS ARE REFLECTED IN THE PRICING OF THE APPLICATION LICENSE, AND THEY REPRESENT AN AGREED ALLOCATION OF RISK BETWEEN THE PARTIES AND ARE AN ESSENTIAL PART OF THIS TERMS.

(d) ANY ACTION BY EITHER PARTY RELATED TO AN ACTUAL OR ALLEGED BREACH OF THIS TERMS BY THE OTHER PARTY, MUST BE COMMENCED WITHIN ONE YEAR AFTER THE DATE ON WHICH THE BREACH IS DISCOVERED. ANY ACTION NOT BROUGHT WITHIN THAT ONE-YEAR PERIOD SHALL BE BARRED, WITHOUT REGARD TO ANY LONGER LIMITATIONS PERIOD SET FORTH IN ANY APPLICABLE LAW OR STATUTE.

8. Term & Termination. (1) The License Term for the paid Application is stated in the relevant agreement signed by the Customer with the Developer/Creatio/Sales Partner.

(2) The License Term for the free Application is perpetual until revoked by the Developer at any time.

(3) Termination. The license may be earlier terminated by either party (a) if the other party materially breaches this Terms and fails to cure such breach within thirty (30) days or after receiving written notice of such breach from the other party, except the cure period for non-payment is five business days, or (b) immediately upon written notice, if Customer infringes upon or misappropriates Developer's intellectual property rights, or if Customer becomes insolvent or ceases to operate in the ordinary course, makes an assignment for the benefit of creditors, or becomes the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (c) immediately, without notice, for violation of any applicable law.

(4) Effect of Termination. Upon termination or expiration of the license to use the Application, Customer shall immediately cease use of the Application. Any termination or expiration shall not relieve Customer of its obligation to pay all fees outlined in its agreement. Fees are non-cancelable and all payments are nonrefundable.

9. Applicable Law. These Terms are governed by the England and Wales laws without giving effect to any principles of conflicts of law, and the competent courts London, England shall have exclusive jurisdiction over all matters arising under or relating to these Terms.

10. Export Regulation. The Application and its usage may be subject to export control laws and regulations and may be subject to import and export laws of the jurisdiction in which it was accessed, used, or obtained. The Customer agrees to comply with all applicable laws concerning export control. The Customer agrees that Customer is not located in, under the control of, or a resident of any country, person, or entity prohibited from accessing, using, receiving, or distributing the Application and any other technical data or information due to export restrictions and that the Customer will not export, re-export, transfer, or permit, directly or indirectly, the access, use, receipt, or distribution of the Application or any technical data or information, in whole or in part, to or in any such countries or to any such persons or entities.

11. Technical capabilities. Information about the Application's technical capabilities and operating conditions is recorded on the corresponding page of the Application on the Creatio Marketplace.