

Customer Agreement for FreshForms

Effective Date: May 6, 2025

Version: 1.0

This Customer Agreement (“Agreement”) is entered into by and between Forio, Inc., an Oklahoma corporation (“Forio”), and the entity or individual identified in the applicable order form, invoice, or purchase document (“Customer”). This Agreement governs Customer’s use of the FreshForms software and related services.

1. DEFINITIONS

“FreshForms” refers to the FreshForms application developed by Forio for use with Atlassian Confluence Data Center, including all updates, enhancements, and documentation. “Confluence Data Center” means Customer’s self-managed Atlassian Confluence environment. “SLA” refers to Forio’s Service Level Agreement, available at [Insert SLA URL]. “Order” means the ordering document (e.g., invoice or purchase order) specifying the license scope, subscription term, and applicable fees.

2. LICENSE AND USE

2.1 License Grant Forio grants Customer a non-exclusive, non-transferable, non-sublicensable license to install and use FreshForms within its Confluence Data Center instance, solely for internal business purposes, during the subscription term defined in the Order. 2.2 Restrictions Customer shall not: - Modify, reverse engineer, decompile, or disassemble FreshForms. - Resell, lease, or sublicense FreshForms to third parties. - Use FreshForms to develop or support a competing product.

3. FEES AND PAYMENT

3.1 Fees Customer agrees to pay the fees specified in the Order. All fees are non-refundable unless otherwise stated in this Agreement. 3.2 Payment Terms Unless otherwise specified, payment is due within thirty (30) days of the invoice date. 3.3 Taxes Fees exclude applicable taxes. Customer is responsible for all taxes except those based on Forio’s net income.

4. CUSTOMER RESPONSIBILITIES

Customer agrees to: - Maintain a supported Confluence Data Center environment. - Promptly install updates and patches provided by Forio. - Provide administrative access for support purposes when necessary. - Report issues through designated support channels.

5. FORIO RESPONSIBILITIES

Forio agrees to: - Provide updates, bug fixes, and security patches. - Deliver support in accordance with the SLA. - Offer documentation and upgrade guidance.

6. SUPPORT AND SLA

Support and maintenance services are governed by the SLA, which is incorporated into this Agreement by reference.

7. CONFIDENTIALITY

7.1 Confidential Information Each party agrees to protect the other's confidential information using reasonable care and not to disclose it to third parties, except as required by law. 7.2 Exclusions Confidential information does not include information that is: - Publicly available without breach, - Known prior to disclosure, - Lawfully received from a third party, or - Independently developed without reference to the other party's information.

8. INTELLECTUAL PROPERTY

8.1 Ownership Forio retains all rights, title, and interest in FreshForms and its associated intellectual property. 8.2 Feedback Customer grants Forio a royalty-free, worldwide, perpetual license to use feedback for product improvement.

9. WARRANTIES AND DISCLAIMERS

9.1 Limited Warranty Forio warrants that FreshForms will perform substantially in accordance with its documentation during the subscription term. 9.2 Disclaimer Except as expressly stated, FreshForms is provided "as is" without warranties of any kind, including implied warranties of merchantability or fitness for a particular purpose.

10. LIMITATION OF LIABILITY

To the fullest extent permitted by law: - Forio's total liability shall not exceed the fees paid by Customer in the twelve (12) months preceding the claim. - Forio shall not be liable for indirect, incidental, consequential, or punitive damages.

11. TERM AND TERMINATION

11.1 Term This Agreement remains in effect for the duration of the subscription term unless terminated earlier. 11.2 Termination Either party may terminate this Agreement with thirty (30) days' written notice if the other party materially breaches and fails to cure the breach. 11.3 Effect of Termination Upon termination, Customer must uninstall and cease all use of FreshForms.

12. DATA PRIVACY

Customer is responsible for compliance with applicable data privacy laws. FreshForms operates entirely within Customer's Confluence Data Center environment. Forio does not access Customer data except as necessary for support.

13. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement is governed by the laws of the State of Oklahoma, excluding its conflict of law rules. Disputes shall be resolved in the state or federal courts located in Oklahoma County, Oklahoma.

14. GENERAL

- Assignment: Neither party may assign this Agreement without prior written consent, except to an affiliate or successor. - Entire Agreement: This Agreement, including the SLA and any Orders, constitutes the entire agreement between the parties. - Amendments: Any modifications must be in writing and signed by both parties.