OFFICE STORE ZFLOW ONLINE APPLICATION LICENSE TERMS

These license terms are an agreement between App Provider (the entity Limited Liability Company "Systemz", reg. №1186313093548 that owns the Application and licensing it to you, as identified in the Office Store or the App’s description) and the User (you – any person or entity that is the end user of the Application). Please read it. The terms of the license agreement apply to the SYSTEMZ Flow for Office 365 Application you download from the Office Store or acquire from within the settings of an Office product. This agreement also applies to any updates and supplements for the Application that may be made available to you directly or that may be made available by App Provider or its authorized representatives upon your purchase of the original copy of the application, unless other license agreement or terms accompany those items. If so, those terms apply.

**BY DOWNLOADING, INSTALLING, OR USING THE APP, OR ATTEMPTING TO DO ANY OF THESE, YOU HAVE ACCEPTED THESE TERMS. IF YOU DO NOT INTEND TO ACCEPT THEM, YOU HAVE NO RIGHT TO (AND MUST NOT) DOWNLOAD OR USE THE APP.**

1. **AGREEMENT SUBJECT.** The subject of this license agreement is the transfer by the App Provider to the User of a limited amount of rights to use the Application (a simple non-exclusive license) in the territory, in the ways and within the terms specified in this license agreement. All of the terms and conditions below apply to the Application as a whole and to all of its individual components, including software, documentation, and information provided to you in the course of providing support services.

**If you comply with these license terms, you have the rights below.**

1. **INSTALLATION AND USE RIGHTS.** You may install and use the App on devices running operating systems that are affiliated with the Microsoft account that you use to access the Office Store or Office product. You may not install or use a copy of the App on a device you do not own or control.
2. **SCOPE OF LICENSE.** The App is licensed, not sold. This agreement only gives you some rights to use the App. The App Provider reserves all other rights. Exclusive property rights to the Application, as well as any graphics, photos and texts included in the Application; the documentation accompanying the Application; updates, additions, versions, copies of the Application; additional programs and other copyrights are owned and stored by the App Provider. This license agreement does not grant you any rights with respect to any trademarks or service marks owned by the App Provider or third parties. Unless the law gives you more rights despite this limitation, you may use the App only as expressly permitted in this agreement without limitation of the territory of use. In doing so, you must comply with any technical limitations in the App that only allow you to use it in certain ways.

You may not:

* + work around any technical limitations in the App;
  + reverse engineer, decompile, or disassemble the App, except and only to the extent that the law expressly permits, despite this limitation;
  + publish or otherwise make the App available for others to copy; or rent, lease or lend the App.
  + modify the Application, except and only to the extent that such actions are expressly permitted by applicable law, or when changes to the Application are made by means included in the Application package and described in the App Provider’s documentation.
  + make copies of the Application, unless expressly permitted by the App Provider;
  + use the Application to provide services (free or paid) to third parties.
  + distribute the Application in any way (distribution of the Application means granting access to the Application to third parties, including network and other means, as well as by selling, lending, renting, pledging, renting or lending).
  + transfer the rights obtained under this license agreement, as well as any rights to use the Application to third parties, both directly an d indirectly, including transfer through any third party. Otherwise, create conditions for the use of the Application by persons who do not have rights to use it, including those working with you on the same network or multi-user system.

1. **ACTIVATION AND PROTECTION.** The App Provider may use license keys and other specially designed technical means to prevent unlicensed use of the Application. The license key is provided to the user by the App Provider after payment of the royalty fee in accordance with the terms specified in this license agreement. Activation of the Application is carried out automatically after the user enters the license key through the Application. The provider has the right to provide Users with versions of the Application that have limited functionality, terms of granting rights to use them, special purpose and other restrictions (Trial licenses), intended solely for acquaintance with the functionality of the Application and having a limited time of work, established by the App Provider, after which access to the Application is terminated. The provider also has the right to grant free access to the Application to an unlimited number of Users during the period of time set by the App Provider (Promotional period) after which access to the Application is terminated. User access to the Application during the Promotional period, as well as using a Trial license does not require the receipt and activation of License keys. You agree that the versions of the Application specified in this paragraph have limited functionality and / or limited operating time, and are intended solely for the purposes expressly specified by the App Provider.
2. **DOCUMENTATION.** If documentation is provided with the App, you may copy and use the documentation solely for your reference purposes.
3. **ROYALTY.** Royalty under this license agreement is a fee payable by the User for the use of the Application in the amount and in the manner prescribed by the App Provider. Description of tariffs and payment terms is posted on the App Provider's website https://systemz.io/.
4. **TECHNOLOGY AND EXPORT RESTRICTIONS.** The App may be subject to United States or international technology control or export laws and regulations. You must comply with all domestic and international laws and regulations that apply to the technology used, employed or supported by the App. These laws include restrictions on destinations, end users and end use. For information on how these laws and regulations apply to Microsoft-branded products, see [www.microsoft.com/exporting](https://go.microsoft.com/fwlink/?LinkId=513179).
5. **SUPPORT SERVICES.** The App is provided “as is.” Contact the App Provider to determine if any support services are available. Microsoft, your device manufacturer, and your wireless carrier are not obligated under this agreement to provide support services for the App. Contact the App Provider to determine what (if any) support services are available. The App Provider, or its authorized representatives, may provide Application support services in accordance with the terms and conditions set forth on the Provider's website https://systemz.io/support/, or other terms agreed in a written agreement between you and the Supplier. In the process of providing support services, the Rightholder has the right to ask you for information regarding the technical characteristics of your equipment and software used to work with the Application, as well as information (including personal data) necessary for registering you as a User.
6. **INTERNET-BASED SERVICES.** The App Provider may provide Internet-based services with the App. In addition to the following, your use of those services is subject to the terms provided to you by the App Provider and/or your wireless carrier.

**Consent for Internet-Based or Wireless Services.** The App may connect to computer systems over an Internet-based and/or wireless network. In some cases, you will not receive a separate notice when they connect. Using the App operates as your consent to the transmission of standard device information (including but not limited to technical information about your device, system and App software, and peripherals) for Internet-based and/or wireless services.

**Misuse of Internet-based Services.** You may not use any Internet-based service in any way that could harm it or impair anyone else’s use of it or the wireless network. You also may not use any Internet-based service to try to gain unauthorized access to any service, data, account, or network by any means.

1. **ENTIRE AGREEMENT.** This agreement, and the terms for supplements and updates are the entire agreement for the App. This section cannot be construed to change the terms of your relationship with Microsoft regarding Microsoft Office, the Office Store, or any other Microsoft product or service (which is governed by the software license terms that accompanied, or terms of use that are associated with, the applicable product or service).
2. **RESPONSIBILITY.** In case of violation of the terms of this license agreement, the App Provider may demand from you full compensation for damages caused to It, including lost profits. Any use of the Application by you in violation of the terms of this license agreement is prohibited and is considered a violation of applicable copyright law, as well as a material violation of this agreement, which is sufficient to deprive you of the rights granted in respect of the Application.
3. **APPLICABLE LAW.** App Provider's rights to the Application are protected by the laws of the country of the App Provider's location, the laws of the country of purchase and international intellectual property agreements. The place of litigation is defined as the location of the App Provider.
4. **LEGAL EFFECT.** This agreement describes certain legal rights. You may have other rights under the laws of the state or country where you reside. This agreement does not change your rights under the laws of the state or country where you reside if such laws do not permit it to do so.
5. **TERM AND TERMINATION.** This license agreement shall be deemed to have been concluded upon your acceptance of its terms in the manner described in the preamble to the agreement. The term of the license agreement is not limited. App Provider may terminate this license agreement at any time without prejudice to any of its rights if you use the Application in violation of any of the terms of this license agreement. You may terminate the license agreement at any time in your sole discretion. Upon termination of the license agreement, you agree to cease all use of the Application.
6. **DISCLAIMER OF WARRANTY. THE APP IS LICENSED "AS-IS," "WITH ALL FAULTS," AND "AS AVAILABLE." YOU BEAR ALL RISK OF USING IT. THE APP PROVIDER, ON BEHALF OF ITSELF, MICROSOFT, WIRELESS CARRIERS OVER WHOSE NETWORK THE APP IS DISTRIBUTED, AND ITS AND THEIR RESPECTIVE AFFILIATES, VENDORS, AGENTS, AND SUPPLIERS (“DISTRIBUTORS”), GIVES NO EXPRESS WARRANTIES, GUARANTEES, OR CONDITIONS UNDER OR IN RELATION TO THE APP. YOU MAY HAVE ADDITIONAL CONSUMER RIGHTS UNDER YOUR LOCAL LAWS WHICH THIS AGREEMENT CANNOT CHANGE. TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAWS, DISTRIBUTORS EXCLUDE ANY IMPLIED WARRANTIES OR CONDITIONS, INCLUDING THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.**
7. **LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES. TO THE EXTENT NOT PROHIBITED BY LAW, YOU CAN RECOVER FROM THE APP PROVIDER ONLY DIRECT DAMAGES UP TO THE AMOUNT YOU PAID FOR THE APP. YOU AGREE NOT TO SEEK TO RECOVER ANY OTHER DAMAGES, INCLUDING CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES FROM ANY DISTRIBUTOR.**

**This limitation applies to**

* + **anything related to the App, services made available through the App, or content (including code) on third-party Internet sites; and**
  + **claims for breach of contract; breach of warranty, guarantee or condition; or strict liability, negligence, or other tort to the extent permitted by applicable law.**

**It also applies even if**

* + **repair, replacement, or a refund for the App does not fully compensate you for any losses; or**
  + **Distributor knew or should have known about the possibility of the damages.**