

Flow International Corporation End User License Agreement

This is a legal agreement between you/licensee (either an individual or an entity) and Flow International Corporation (FLOW).

LICENSOR PROVIDES THE SOFTWARE SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND ON THE CONDITION THAT LICENSEE ACCEPTS AND COMPLIES WITH THEM. By clicking "Accept," checking the box, downloading and/or installing or otherwise indicating consent through the provided mechanism, you acknowledge that you have read, understood, and agree to be bound by this Agreement. If you do not agree to these terms, you must not download, install, access, or use the Software or any related documentation ("Documentation"). Flow licenses the Software to you only on the condition that you accept all terms of this Agreement. If you decline, no license is granted, and you must immediately discontinue any attempt to download, install, or use the Software.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR YOUR OR LICENSEE'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, NO LICENSE IS GRANTED (WHETHER EXPRESSLY, BY IMPLICATION, OR OTHERWISE) UNDER THIS AGREEMENT, AND THIS AGREEMENT EXPRESSLY EXCLUDES ANY RIGHT, CONCERNING ANY SOFTWARE THAT LICENSEE DID NOT ACQUIRE LAWFULLY OR THAT IS NOT A LEGITIMATE, AUTHORIZED COPY OF LICENSOR'S SOFTWARE.

1. GRANT OF LICENSE. Flow hereby grants you a non-exclusive, non-sublicensable, non-transferable license to download, install and use one copy of the specified version of this Software, which may include user Documentation provided in "online" or electronic form, on one (1) computer within your organization, solely for your internal business use and not for further distribution ("License").
2. UPGRADES. If the Software is an upgrade to a different version of this Software, you now may use that upgraded product only in accordance with this License.



SHAPE TECHNOLOGIES GROUP®

3. COPYRIGHT. The Software is owned by FLOW or its suppliers and is protected by United States copyright laws and international treaty provisions. Therefore, you must treat the Software like any other copyrighted material and do not modify, translate, adapt, alter, create derivative works, sublicense, distribute, sell, reverse engineer, or decompile Software, except that you may make one copy of the Software solely for archival and backup purposes, provided that you or anyone on your behalf shall not install or use or make such copy operable.

4. OTHER RESTRICTIONS. This License is your proof of license to exercise the rights granted herein and must be retained by you. This License is effective until terminated. You may terminate it by destroying and removing the Software and all Documentation and all copies thereof. The license will also terminate if you fail to comply with any condition of this License. You agree upon such termination to destroy and remove all copies of the program and Documentation.

5. LIMITED WARRANTY. Flow warrants that, for a period of ninety (90) days from the date of delivery, the Software will substantially conform to its published Documentation when used as directed. If the Software fails to meet this warranty, Flow will, at its sole discretion and as your exclusive remedy (a) use commercially reasonable efforts to correct the nonconformity; (b) provide a replacement copy of the Software. This warranty does not apply if (a) the Software has been modified by anyone other than Flow; (b) the failure results from accident, misuse, neglect, or use not in accordance with the Documentation; or (c) the Software is used in combination with hardware or software not specified by Flow.

THE FOREGOING WARRANTIES DO NOT APPLY, AND FLOW STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY MATERIALS. EXCEPT AS EXPRESSLY STATED ABOVE, THE SOFTWARE AND ANY RELATED SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY LAW, FLOW (ON BEHALF OF ITSELF, ITS AFFILIATES, SERVICE PROVIDERS AND SPATIAL CORP.) DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.



SHAPE TECHNOLOGIES GROUP®

To the maximum extent permitted by law, neither Flow nor anyone else who has been involved in the creation, production or delivery of this Software shall be liable for any indirect, incidental, consequential, special, or punitive damages, including loss of data, profits, or business opportunities, arising out of or related to the use or inability to use the Software, even if advised of the possibility of such damages. Flow's total liability under this agreement shall not exceed the amount paid by you for the Software.

6. U.S. GOVERNMENT-RESTRICTED RIGHTS. Software and Documentation are "commercial items," as defined at Federal Acquisition Regulation ("FAR") (48 C.F.R.) 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in FAR 12.212. Consistent with FAR 12.211 (Technical Data) and FAR 12.212 (Computer Software) and Defense Federal Acquisition Regulation Supplement ("DFAR") 227.7202-1 through 227.7202-4, and notwithstanding any other FAR or other contractual clause to the contrary in any agreement into which this Agreement may be incorporated, any use, modification, reproduction, release, performance, display or disclosure of the Software and documentation by the United States Government will be governed solely by this Agreement and is prohibited except to the extent expressly permitted by this Agreement.

7. THIRD-PARTY MATERIALS. The Software includes software, content, data, or other materials, including related Documentation, that are owned by Persons other than Licensor and that are provided to Licensee on terms that are in addition to and/or different from those contained in this Agreement ("**Third-Party Licenses**"). A list of all materials included in the Software and provided under Third-Party Licenses can be found at www.flowwaterjet.com and the applicable Third-Party Licenses are accessible via links therefrom. Licensee is bound by and shall comply with all Third-Party Licenses. Any breach by Licensee or any of its Authorized Users of any Third-Party License is also a breach of this Agreement.

8. EXPORT REGULATION. The Software may be subject to US export control laws, and associated regulations. You shall not, directly or indirectly, export, re-export, or release the Software to, or make the Software accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. You shall comply with all applicable federal laws, regulations,

and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Software available outside the USA.

9. GENERAL. This Agreement is governed by the laws of the State of Washington. Any legal suit, action, or proceeding arising out of or relating to this Agreement or the License hereby shall be instituted in the federal courts of the United States of America or the courts of the State of Washington in each case located in the City of Seattle and County of King, and each party irrevocably submits to the exclusive jurisdiction of such courts. This software Copyright © 2009-2025 Flow International Corporation. FLOW®, FLOWMASTER®, FLOWCUT®, FLOWPATH®, FLOWNEST®, and FLOWXPERT® are trademarks of Flow International Corporation. All rights reserved.

- Portions of this software LLC Copyright © 1999-2025 Actipro Software LLC. All rights reserved.
- Portions of this software are owned by Spatial Corp. © 1986 – 2025. All Rights Reserved.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

- The CGM Modeler portions of this software are licensed from Spatial Corp. © 1986 – 2025.
- The HOOPS Visualize HPS Copyright Tech Soft 3D HOOPS Copyright 2025 portions of this software are licensed from Spatial Corp. © 1986 – 2025.
- Microsoft .NET software is licensed under The MIT License (MIT) Copyright (c)2014 .NET Foundation and Contributors All rights reserved. Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use,



SHAPE TECHNOLOGIES GROUP®

copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

- Newtonsoft.Json (Json.NET, version 9.0.1, copyright 2007, MIT License) Copyright (c) 2007 James Newton-King. THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.
- SSH.NET (Renci.SshNet, Copyright 2016, MIT License) Copyright (c) 2016 Ioannis G. Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:
THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR



SHAPE TECHNOLOGIES GROUP®

OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

- System.Data.Sqlite (Microsoft Public License)

This license governs use of the accompanying software. If you use the software, you accept this license. If you do not accept the license, do not use the software.

1. Definitions

The terms “reproduce,” “reproduction,” “derivative works,” and “distribution” have the same meaning here as under U.S. copyright law.

A “contribution” is the original software, or any additions or changes to the software.

A “contributor” is any person that distributes its contribution under this license. “Licensed patents” are a contributor’s patent claims that read directly on its contribution.

2. Grant of Rights

(A) Copyright Grant- Subject to the terms of this license, including the license conditions and limitations in section 3, each contributor grants you a non-exclusive, worldwide, royalty-free copyright license to reproduce its contribution, prepare derivative works of its contribution, and distribute its contribution or any derivative works that you create.

(B) Patent Grant- Subject to the terms of this license, including the license conditions and limitations in section 3, each contributor grants you a non-exclusive, worldwide, royalty-free license under its licensed patents to make, have made, use, sell, offer for sale, import, and/or otherwise dispose of its contribution in the software or derivative works of the contribution in the software.

3. Conditions and Limitations

(A) No Trademark License- This license does not grant you rights to use any contributors’ name, logo, or trademarks.



SHAPE TECHNOLOGIES GROUP®

(B) If you bring a patent claim against any contributor over patents that you claim are infringed by the software, your patent license from such contributor to the software ends automatically.

(C) If you distribute any portion of the software, you must retain all copyright, patent, trademark, and attribution notices that are present in the software.

(D) If you distribute any portion of the software in source code form, you may do so only under this license by including a complete copy of this license with your distribution. If you distribute any portion of the software in compiled or object code form, you may only do so under a license that complies with this license.

(E) The software is licensed "as-is." You bear the risk of using it. The contributors give no express warranties, guarantees or conditions. You may have additional consumer rights under your local laws which this license cannot change. To the extent permitted under your local laws, the contributors exclude the implied warranties of merchantability, fitness for a particular purpose and non-infringement.