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## Fleksy SDK Terms of Service

Thank you for using the Fleksy SDK ("SDK"). The Fleksy SDK is provided by Syntellia, Inc., a Delaware corporation, with offices at 300 Brannan Street, Suite 605, San Francisco, CA 94107 ("Syntellia")

These terms of service ("Terms") outline your rights and responsibilities when using the SDK so read them carefully. Additional terms may apply to the use of the SDK, including additional terms of service, terms within the accompanying SDK documentation, and any applicable policies or guidelines. If there is a conflict between these Terms and any additional agreement, these Terms will prevail.

### 1. Account and Registration

#### 1.1. Accepting the Terms

You may not use the SDK and may not accept the Terms if you are not of legal age to form a binding contract with Syntellia.

#### 1.2. Registration

You may be required to provide certain information (such as identification or contact details) as part of the registration process for the SDK, or as part of your continued use of the SDK. You agree that any registration information you give to Syntellia will always be accurate and up to date.

### 2. The Fleksy Software and SDK

#### 2.1. Syntellia's software

Known as Fleksy, Syntellia's software constitutes of the following components:

- a. A software keyboard technology, designed to be used on touch-screen devices.
- b. Constituting of a user interface allowing text entry on such a device, including entry of letters, numbers, and symbols, in multiple languages.
- c. Including an auto-correction system that corrects erroneous text entry to dictionary-recognized words.
- d. Is contained in an application called Fleksy.

#### 2.2. Fleksy SDK

The SDK includes one or more of the following components:

- a. Method to integrate Fleksy into your Application
- b. Any menus and settings for the configuration and operation of the software.
- c. Associated documentation

### 3. Usage of the SDK

#### 3.1. Compliance with Law

You will use our SDK only as permitted by law (including without limitation laws regarding the import or export of data or software, privacy, or local laws). You will not use the SDK to encourage or promote illegal activity.

#### 3.2. Permitted Access

You will only access (or attempt to access) the SDK by the means described in the documentation of the SDK.

#### 3.3. Privacy and Consent

You will be solely responsible for obtaining all required consents from end users of your Application and for ensuring that any use of the Application and the SDK are not inconsistent with the terms of applicable privacy policies.

### 3.4. Open Source Software

Some of the software required by or included in our SDK may be offered under an open source license. There may be provisions in the open source license that expressly override some of these terms, and in those cases, the overriding provisions apply.

### 3.5. Feedback

If you provide feedback or suggestions about our SDK, then we may use such information without obligation to you.

## 4. Your Application

### 4.1. Application

The SDK is designed to help you enhance your mobile application ("Application"). Syntellia reserves the right to investigate any Application for compliance with these terms. Such investigations may include Syntellia accessing and using your Application. You consent to any such investigation. Syntellia may suspend access to our SDK by you or your Application without notice if we reasonably believe that you are in violation of these terms.

### 4.2. Ownership

Syntellia does not acquire ownership in your Application, and by using our SDK, you do not acquire ownership of any rights in our SDK.

## 5. Prohibitions

### 5.1. SDK Prohibitions

When using the SDK, the following prohibitions apply:

- a. You will not sublicense the SDK for use by a third party.
- b. You will not reverse engineer or attempt to extract the source code from the SDK or any related software, except to the extent that applicable law expressly prohibits this restriction.
- c. You will not file any patent or other applications for intellectual property protection with respect to the SDK without Syntellia's express written consent.
- d. Our communications to you may contain Syntellia confidential information. If you receive any materials or communications that are clearly confidential or marked confidential, then you will not disclose the Syntellia confidential information to any third party without Syntellia's prior written consent. You agree to use at least the same degree of care that you use to protect your own confidential information of a similar nature, but no less than reasonable care.
- e. You will not incorporate, link, distribute or use any third party software or code in conjunction with the SDK in such a way that: (a) creates or purports to create obligations with respect to the SDK, or (b) grants or purports to grant to any third party any rights to or immunities under any Syntellia intellectual property rights or proprietary rights. Without limiting the generality of the foregoing, you will not incorporate, link, distribute or use the SDK with any code or software licensed under any third party or open source license (including, without limitation, any open source license listed on <http://www.opensource.org/licenses/alphabetical>) (each, an "Open Source License") in any manner that could cause or could be interpreted or asserted to cause the SDK to become subject to the terms of the Open Source License.

## 6. Attribution and Publicity

### 6.1. Publicity

We encourage you to make public statements regarding your use of the SDK in your Application, and suggested marketing assets are available for you to use at <http://fleksy.com/sdk/>. Syntellia may at any time provide written notification to waive this right of publicity.

## 6.2. Attribution

We encourage you to provide attribution to Syntellia on any and all Authorized Applications with the “Powered by Fleksy” logo, available at <http://fleksy.com/sdk/>. All other use of Syntellia’s marks and attribution information shall be approved by Syntellia prior to use. Syntellia shall have the option to waive this right to attribution and require you to remove or modify all Syntellia mention and marks from your Application. Removal of all information shall be completed within thirty (30) days after such notice.

## 6.3. Promotional and Marketing Use

In the course of promoting, marketing, or demonstrating the SDK you are using and the associated Syntellia products, Syntellia may produce and distribute incidental depictions, including screenshots, video, or other content from your Application, and may use your company or product name. You grant us all necessary rights for the above purposes.

## 7. Revenue Opportunities

Fleksy may from time to time offer you revenue share opportunities using Fleksy In-App-Purchases through the Apple Affiliate Program or similar methods.

## 8. Termination

### 8.1. Termination

You may stop using our SDK at any time. If you want to terminate these terms, you must provide Syntellia written notice and upon termination, cease your use of the SDK. Syntellia reserves the right to terminate these terms or discontinue the SDK or any portion or feature for any reason and at any time without liability or other obligation to you.

### 8.2. Surviving Provisions

When these terms come to an end, those terms that by their nature are intended to continue indefinitely will continue to apply, including but not limited to: Sections 4.2, 5.1, 8, 9, and 10.

## 9. Liability for our SDK

### 9.1. WARRANTIES

THE SDK IS PROVIDED “AS IS.” SYNTELLIA MAKES NO WARRANTY REGARDING THE SDK (OR ANY ACCOMPANYING DOCUMENTATION), OR THE USE OR OPERATION THEREOF, AND SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

### 9.2. LIMITATION OF LIABILITY

IN NO EVENT WILL SYNTELLIA BE LIABLE FOR ANY DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF SYSTEM AVAILABILITY, LOSS OF COMPUTER RUN TIME, LOSS OF BUSINESS INFORMATION, COST OF COVER OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, ARISING OUT OF THE USE OR INABILITY TO USE THE SDK (OR ANY ACCOMPANYING DOCUMENTATION), WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE AND EVEN IF SYNTELLIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT YOU SHALL HAVE THE SOLE RESPONSIBILITY FOR PROTECTING YOUR DATA, BY PERIODIC BACKUP OR OTHERWISE, USED IN CONNECTION WITH THE SDK. IN NO EVENT WILL SYNTELLIA'S TOTAL LIABILITY TO COMPANY FOR ANY DAMAGES EXCEED THE

AMOUNT PAID BY YOU TO SYNTELLIA HEREUNDER. THE PARTIES ACKNOWLEDGE THAT THIS IS A REASONABLE ALLOCATION OF RISK.

### 9.3. Indemnification

You agree to hold harmless and indemnify Syntellia, and its subsidiaries, affiliates, officers, agents, and employees, or partners, from and against any third party claim arising from or in any way related to:

- a. Your misuse or your end user's misuse of the SDK; or
- b. Your violation or your end user's violation of these terms,
- c. Including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature. In such a case, Syntellia will provide you with written notice of such claim, suit or action.

Syntellia may participate with counsel of its own choosing at its own expense and further provided that any portion of any settlement or compromise which constitutes an admission or requires contribution from Syntellia or any use or mention of Syntellia's name(s) shall be subject to the prior written approval of Syntellia.

## 10. General Provisions

### 10.1. Modification

We may modify these terms or any additional terms that apply to the SDK occasionally. We'll post notice of modifications to these terms or the additional terms within the document of the SDK at <http://www.fleksy.com/sdk>. Changes are effective thirty (30) days after they are posted. However, changes specific to new functionality of the SDK or changes made for legal reasons will be effective immediately. You agree that your continued use of the SDK constitutes an acceptance of the modified terms. You may subscribe to receive notifications of updates to terms at the above website.

### 10.2. Waiver and third parties

These terms control the relationship between Syntellia and you. They do not create any third party beneficiary rights. If you do not comply with these terms, and Syntellia does not take action right away, this does not mean that Syntellia is giving up any rights that it may have (such as taking action in the future).

### 10.3. Severability

If it turns out that a particular term is not enforceable, this will not affect any other terms. The laws of California, U.S.A., excluding California's choice of law rules, will apply to any disputes arising out of or related to these terms or the services. All disputes arising out of or related to these terms will be subject to the exclusive jurisdiction and venue of the California state courts of Santa Clara County, California (or, if there is exclusive federal jurisdiction, the United States District Court for the Northern District of California).

### 10.4. Export Control

You understands that Syntellia is subject to regulation by agencies of the United States, including, but not limited to, the U.S. Department of Commerce, which prohibit export or diversion of certain products and technology to certain countries. Any and all obligations of Syntellia to provide the Syntellia's technology shall be subject in all respects to such laws and regulations as shall from time to time govern the license and delivery of technology and products abroad by persons subject to the jurisdiction of the United States, including without limitation the U.S. Export Administration Act of 1979, as amended, any successor legislation, and the Export Administration Regulations issued by the U.S. Department of Commerce, Bureau of Export Administration. You represents and warrant that you will comply with the U.S. Export Administration Regulations and other laws and regulations governing exports in effect from time to time.