React Flow

General Terms of Use

webkid GmbH

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PLEASE READ AND MAKE SURE YOU UNDERSTAND ALL THE FOLLOWING TERMS OF USE CAREFULLY BEFORE ACCESSING OR USING WEBKID'S SERVICES. THE TERMS OF USE ARE PART OF A BINDING AGREEMENT ON THE USE OF WEBKID'S SERVICES.

IF YOU ARE UNSURE OF ANY ASPECTS OF THE FOLLOWING GTC YOU SHOULD SEEK INDEPENDENT LEGAL ADVICE BEFORE REGISTERING.

Part 1 Introducing Provisions

1. Definitions

(1) "WebKid" means, WebKid GmbH, a company established under German law seated in Kohlfurter Straße 41/43, 10999 Berlin, Germany (registered with Berlin Charlottenburg Registration Court No. HRB 165568).

(2) "User" is the person who enters into a Service Agreement (as defined below) with WebKid. Users may be Consumers or Entrepreneurs.

(3) "Terms of Use" means these General Terms of Use on Services provided by WebKid to its Users on the Basis of Service Agreements.

(4) "Service Agreement" means the legally binding agreement concluded between WebKid and the User on the use of a React Flow product. The Terms of Use constitute a binding and integral part of the Service Agreement.

(5) "ReactFlow" means a software library that is accessible via the GitHub-Platform and that is licensed under the MIT licence.

(6) "Service Plan" is a product offered by WebKid to Users of ReactFlow which have entered into a Service Agreement with WebKid via its Platform and in accordance with these Terms of Use. A Service Plan consists of a bundle of usage rights, services and/or access rights which are described in the relevant product/plan-sheet by WebKid that is made available to the Users prior to the conclusion of the Service Agreement.

(7) "Services" means the rights and services provided by WebKid to its Users as part of the Service Plan booked by the respective Users on the base of the Service Agreement.

(8) "Platform" means the internet-platform called "React Flow Pro" operated by WebKid including all functionalities provided by WebKid via such platform.

(9) "User Account" means the area of the Platform individually accessible to the User following registration and conclusion of the Service Agreement. The User Account is password-protected.

2. Application of these GTC

(1) These Terms of Use are a binding and integral part of the Service Agreement concluded between the User and WebKid and apply to all Services provided by WebKid.

(2) The Terms of Use do not apply to GitHub or GitHub platform. WebKid is a company independent and not connected under corporate law in any way with GitHub.

(3) Terms and conditions introduced by the User in connection with the Services do not apply and are not accepted by WebKid. This shall apply even if the User makes reference to any such terms and conditions (written or electronic) and WebKid does not expressly reject those terms and conditions. Even if WebKid refers to any of the User's messages that contains or makes reference to terms and conditions introduced by the User, this shall not

be construed as acceptance of the applicability of those terms and conditions. The inclusion of such terms and conditions is hereby proactively rejected.

3. Subject Matter of the Service Agreement

(1) The subject matter of the Service Agreement is the provision of the Services by WebKid. These Services will be provided as part of the Service Plan chosen by the User. The subject of the services are - depending on the booked service plan - WebKid's waiver of copyright in relation to ReactFlow, onboarding services as well as the granting of access to news in relation to ReactFlow and Datablocks repositories.

(2) THE PROVISION OR LICENSING OF REACTFLOW TO THE USER IS NOT SUBJECT TO THIS SERVICE AGREEMENT. The use of the Services by the User is conditional upon the use of ReactFlow by the User in accordance with the terms of the licence applicable to ReactFlow as made available via GitHub. These Terms of Use do not alter or amend the licenses under which software, modules, or libraries, including but not limited to ReactFlow, that are made available via GitHub may be used.

(3) The Services are only addressed to those Users with which WebKid has entered into a Service Agreement according to these Terms of Use. No third-persons are entitled to any Services.

(4) WebKid provides the Platform on its own servers for access via the internet. The provision of all further hardware and software and connections (PC, internet-Access etc.) required for the use of the functionalities of the Platform is not subject matter of the Services or the Service Agreement. The User is responsible for this and is aware that it may incur costs for this.

Part 2 Conclusion and Term of the Service Agreement

4. Registration, Conclusion of the Service Agreement

(1) If the user is a natural person, the following shall apply: User may ONLY register on the Platform and/or use the Services if it is of legal age and considered fully legally competent as determined by the applicable laws.

(2) User's registration on the Platform is required for the conclusion of the Service Agreement.

(3) User shall truthfully and completely provide all data required for the registration process on the Platform. By clicking the "Sign-Up"-button, User submits an offer to conclude the Service Agreement according to the provisions of these Terms of Use. The Service Agreement comes into existence through acceptance of this offer by WebKid according to the following paragraph. User cannot demand the conclusion of a Service Agreement.

(4) WebKid's acceptance of your offer to conclude a Service Agreement will be submitted by means of a separate email that contains the contractual terms and conditions including these Terms of Use.

(5) User expressly agrees that WebKid provides its services immediate after conclusion of the Service Agreement.

5. Obligations in Connection with the User Account

(1) In the context of the registration to the Platform, User shall select a secure access password for the User Account. User shall keep the password secret and shall take all necessary measures to protect it from unauthorised access. Should the User learn of any abusive access to the password or to the User Account or if the facts give rise to reasonable suspicion in this regard, User shall without delay inform WebKid of this.

(2)   The User Account may only be used by the respective User which has been registered for this account. User may not allow any third party to use such User Account. WebKid may at its discretion block the User's User Account if someone else uses it.

(3)   The User is obliged to observe the applicable legal provisions when using the User Account and the Platform and not to infringe any rights of third parties. In particular, User represents and warrants that he(she will not use the Services, the   User Account or any of the Platform's functionalities for any illegal acts.

(4)   User is obliged to keep your data that it has provided in the course of registration up to date at all times. In case any data changes, User will without delay update the current data or - if this is not possible - inform WebKid of the change by email to info@webkid.io.

6.   Term, Termination of the Service Agreement

(1)   The Service Agreement is concluded for the term that corresponds with the billing period specified in the description of the respective Service Plan which is subject to the Service Agreement. The Service Agreement can be terminated by either Party with one week's notice to the end of the then current billing period.

(2)   The right to termination with immediate effect for good cause of both Parties remains unaffected. From the perspective of WebKid, good cause will be deemed to be on hand especially (but not limited to) if the User

    a)   is in default with payment obligations vis-à-vis WebKid and does not completely terminate such default even after having been reminded with a deadline of 30 (thirty) days.

    b)   violates or breaches one or several of User's obligations set forth in section 6,

    c)   have registered on the Platform in violation of section 4 para. (1) or has submitted incorrect or falsified documents or information to WebKid in the course of the registration.

(3)   In case of the termination of the Service Agreement, The User Account will be irrevocably closed and all content and all data and settings which User might have implemented, created, or uploaded will be deleted, except for the data for which WebKid is subject to retention obligation. Further rights of WebKid remain unaffected.

(4)   Termination can be declared e.g. via email to info@webkid.io.

Part 3 Service Plans, Platform

7.   Service Plans

(1)   The Services to be provided by WebKid under this Service Agreement are set forth in the description of the Service Plan selected by the User.

(2)   Regarding individual Services, that are mentioned in the Service Plans offered by WebKid, the following shall apply:

    a)   Removal of React Flow Attribution: WebKid waives its right to be named as an author of ReactFlow in relation to one ReactFlow instance for the duration of the Service Agreement. The User may therefore remove or hide the React Flow attribution in 1 (one) ReactFlow instance used by it for the term of the Service Agreement. Once the Service Agreement ends, User have to make sure to re-add the attribution back to the React Flow instance.

    b)   Onboarding call with one of WebKid's creators of React Flow: User is entitled to a 15-minute online video or voice call with a WebKid expert within four weeks after the conclusion of the Service Agreement. As for the scheduling of the call within the

aforementioned period of time WebKid will make at least 3 suggestions in consideration of the availability of its team. THE CALL IS ARRANGED VIA "CAL.COM" WHICH CAN BE ACCESSED BY THE USER ONLY AFTER THEY HAVE REGISTERED AND SUBSCRIBED FOR IT WITH CAL.COM, INC. WEBKID IS NOT LIABLE FOR ANY CAL.COM SERVICE OR ANY PROVISION OF THE CAL.COM CONTRACTUAL TERMS.

c) <u>Invitation for User's developers to a private discord "Insiders Channel" with WebKid's creators of React Flow</u>: User is granted access to a Discord channel via an access-link which can be only accessed by other Users which have registered for it. The access-link can be shared with 1 (one) other team member so that up to 2 people on the User's side are allowed to join the channel. In the Insiders Channel, exclusive or upfront news regarding ReactFlow will be shared (such as new planned features or changes to the library). User will have the chance to address questions to WebKid's experts and to exchange messages with them. No User support or trouble shooting is provided in the Insiders Channel. WebKid does not represent or warrant to answer questions or to provide solutions or workarounds for any potential bug, insufficiency or malfunction of ReactFlow or to perform any kind of repairs to ReactFlow.

d) <u>Invitation for User's developers to a private discord "Private Channel" with WebKid's creators of React Flow</u>: The User gets the access to a fully private channel with the creators of the ReactFlow library on WebKid's side. The User will be entitled to add a total for 5 (five) of its team members to the Private Channel. The Private Channel includes the features of the Insiders Channels. In addition to these functions, WebKid will prioritize questions submitted by Users via the Private Channels to those submitted via Insiders Channels in order for a quicker response, without, however, granting certain response times. As in Insiders Channels, WebKid does not provide User support or trouble shooting.

8. Fees and Payments

(1) The Service Plan is subject to a fee. The fees to be paid under the Service Agreement correspond to the fees for the Service Plan selected by the User.

(2) The due date and the payment methods accepted by WebKid are determined by the description of the Service Plan selected by the User and which is subject to this Service Agreement. In case of doubt, the fees for a specific booked period are due in advance.

(3) Fees are always shown exclusive as well as inclusive of VAT.

(4) In the event of default, the User shall pay default interest to WebKid in accordance with the statutory provisions of § 288 BGB (German Civil Code). Further rights of WebKid shall remain unaffected.

(5) The User agrees to electronic invoicing.

9. Availability of the Platform

(1) The availability of the Platform is determined as follows:

a) WebKid will perform the required maintenance work on the Platform between 02 a.m. and 06 a.m. (CET) ("Maintenance Windows"). During Maintenance Windows, the Platform may be temporarily unavailable on the internet, either entirely or with respect to certain Services.

b) WebKid makes the Platform available on the Internet for at least 99 percent of the time per calendar quarter. The times of the Maintenance Windows shall not be included in the calculation of the availability.

c) WebKid may limit the access to the Platform even outside the Maintenance Windows if this should be necessary for the security of the Platform operation or the preservation

of the network integrity or user data, especially to avoid serious malfunctions of the network, the software or stored data.

(2) The point of handover/delivery relevant for the availability of the Platform is the interface between the servers on which the Platform is hosted and the Internet.

10. Updates, Changes of Platform Functionalities

In the interest of all Users, WebKid endeavours to continuously improve the Platform and expand it in a meaningful way in order to continually increase its benefits for its Users. Therefore, WebKid expressly reserves the right to further develop the Platform during the term of the Service Agreement. Within the scope of the further development, WebKid may, for example, change the appearance of the frontend or backend, modify, add and remove functions, and change designs, input screens and other elements of the frontend and backend (collectively referred to as "**Platform Updates**"). User shall not have any claim to Platform Updates or to continued use of a certain version of the Platform. User cannot derive any claims against WebKid due to the implementation of Platform Updates if and insofar (i) no functions which are contractually guaranteed to the User are cancelled or impaired by the Platform Updates and (ii) User does not suffer any unacceptable disadvantages due to Platform Updates.

Part 4 General Legal Terms

11. Data Protection

WebKid strictly complies with the regulations of applicable data protection legislation. Please find WebKid' Privacy Policy at https://pro.reactflow.dev/privacy

12. General Limitation of Liability

WebKid shall be liable exclusively according to the following regulations, no matter what the legal basis may be.

(1) WebKid shall only be liable for intent and gross negligence. In the event of slight negligence, WebKid shall be liable only in the case of a breach of a material contractual obligation whose fulfilment is essential to the due performance of the Agreement and on whose fulfilment the User may rely on (cardinal obligation). In this context, WebKid shall be liable only for foreseeable damage whose occurrence must typically be expected. This also applies to lost profit and unrealised savings.

(2) The aforementioned limitation of liability of WebKid shall not apply in the event of injury to life, body and/or health and in the case of liability under the German Product Liability Act (ProdHaftG).

(3) WebKid shall not be liable for any events of force majeure that make the contractual performance impossible, even if such events merely impair the due performance of the Agreement to a significant extent or hinder it temporarily. Force majeure comprises all circumstances that are independent from the will and influence of the contracting Parties, such as terror attacks, embargo, confiscation, natural disasters, strike, official orders or measures to the public including but not limited to those to avert hazards or health risks, including measures addressing a pandemic or other serious and unforeseeable circumstances for which the contracting Parties are not responsible. In this context, a circumstance will be regarded as force majeure only if it occurs after the conclusion of the Service Agreement.

(4) Moreover, WebKid shall not be liable for malfunctions and loss of quality of the data transfer on the Internet for which WebKid is not responsible and that impairs or prevents the use of functions of the Platform or Services.

(5) To the extent that the liability of WebKid is excluded or limited, this shall also apply to the liability of the employees, other staff members, representatives and agents of WebKid.

13. Subcontractors, Assignment of Rights and Obligations

(1) Transfer of rights and obligations under this Service Agreement by the User to third parties is subject to the express prior approval of WebKid.

(2) WebKid may delegate its service obligations from the Service Agreement to third parties or sub-contractors and transfer claims against the User to third parties. Vis-à-vis the User, WebKid will remain responsible for the contractual performance.

14. Offsetting

User may only offset WebKid's claims against User with undisputed claims or claims legally binding confirmed by a court. This shall not apply to claims that exist vis-à-vis the Parties within the scope of contracts concluded between WebKid and the User on the basis of mutuality.

15. Amendments to these GTC

(1) WebKid may amend these GTC and other applicable contractual provisions

a) if they need to be adapted to applicable law, especially if the relevant legal situation changes;

b) if this is required for WebKid to comply with a court order or an official decision that is binding for WebKid;

c) if the amendments are merely advantageous for the User; or

d) due to unforeseeable changes that are not caused by WebKid and over which WebKid does not have any influence and that disturb the balance that existed at the conclusion of the Agreement to an extent that is not insignificant.

(2) Amendments in the meaning of the preceding paragraph (1) will be offered to the User no later than one month prior to the proposed effective date in textual form or in writing, e.g. via e-mail. User's approval will be deemed granted if the User does not indicate its rejection of the amendments before the proposed effective date of the amendments. In its offer for amendment of the GTC, WebKid will highlight all amendments and will expressly draw attention to the approval effect as of the proposed effective date.

16. Entrepreneur and Consumer Information

(1) The following shall apply to entrepreneurs: Sec. 312i para. 1 sentence 1 nos. 1 to 3 and sentence 2 German Civil Code (BGB) shall not apply.

(2) For Consumers the following shall apply:

a) Complaints procedure via Online Dispute Resolution for consumers ('OS') can be found under: http://ec.europa.eu/consumers/odr/.

b) WebKid is neither willing nor obliged to participate in a dispute resolution procedure before a consumer conciliation body pursuant to the German Consumer Dispute Resolution Act (VSBG).

c) WebKid has not submitted to any codes of conduct.

d) WebKid shall be available for questions regarding its services offered hereunder as well as regarding the concluded agreement by e-mail to info@webkid.io and shall always respond to customer inquiries in a timely manner.

e) Consumers can find information on their right of Withdrawal here: https://pro.reactflow.dev/docs/withdrawal.pdf.

(3) The User shall be sent the contractual provisions including these Terms of Use and - if the User is a consumer - the cancellation policy with the confirmation e-mail specified in § 4 of these Terms of Use. The User may download these documents to his computer and/or print them out and keep them. WebKid will not store the contractual provisions for the User.

(4) The contract language is English, all declarations and communication shall take place in English language.

17. Miscellaneous

(1) All headings in these Terms of Use shall only serve to facilitate legibility and have no influence on the significance and interpretation of the individual provisions.

(2) As far as this is permitted by the applicable laws, the Service Agreement and all contracts concluded between WebKid and its Users shall be governed by German law, under exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

(3) If the User is a merchant, Entrepreneur, a legal entity under public law or a special fund under public law or if the User has no general place of jurisdiction in the Federal Republic of Germany, disputes arising from or in connection with the Service Agreement and all contracts concluded between WebKid and its Users are subject to the exclusive jurisdiction of the courts at the registered office of the WebKid (currently Berlin, GERMANY).

(4) Should individual provisions of the Service Agreement, these Terms of Use or of contracts or agreements concluded between the Parties be fully or partially invalid or unenforceable or become invalid or unenforceable after the conclusion of the respective contract, this shall not affect the validity of the other provisions. Instead, the Parties shall endeavour to agree a substitute regulation that comes as close as possible to the effects of the invalid or unenforceable regulation in a legally permissible and economic way. The aforesaid provisions shall also apply in case regulations should turn out to have gaps.