

# END USER LICENSE AGREEMENT (EULA)

**Last Updated:** January 2026

PLEASE READ THIS END USER LICENSE AGREEMENT (“**AGREEMENT**”) CAREFULLY. BY CLICKING “I AGREE,” ACCESSING, OR USING THE SOFTWARE OR SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE, DO NOT ACCESS OR USE THE SOFTWARE OR SERVICES.

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## 1. PARTIES; PLATFORM PROVIDER

This Agreement is a legally binding agreement between you (“**Customer**,” “**you**,” or “**your**”) and **Realeflow, LLC**, an Ohio limited liability company (“**Platform Provider**”).

For neutrality and white-label compatibility, Platform Provider may be referred to as the “**Platform Provider**,” and the software, applications, APIs, data services, predictive intelligence, and related functionality made available under this Agreement may be referred to as the “**Platform**” or “**Software**.”

Access to the Platform may be provided directly by Platform Provider or indirectly through an authorized reseller, educator, affiliate, or white-label partner (“**Reseller**”). Regardless of branding, domain, or distribution method, this Agreement governs your use of the Platform.

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## 2. DEFINITIONS

- “**Authorized User**” means an individual authorized by Customer to access the Platform on Customer’s behalf.
- “**Front-End Components**” means user-facing design, layout, visual presentation, navigation structure, workflows, feature organization, and user experience.
- “**Back-End Components**” means system architecture, logic, feature behavior, workflows, algorithms, data structures, sequencing, processing methods, and internal functionality.
- “**Business Methodologies**” means proprietary processes, workflows, logic, sequencing, predictive intelligence, timing windows, cadence of signal generation, feature combinations, and operational concepts embodied in or derived from the Platform.

- **“Outputs”** means any data, analytics, scores, rankings, signals, indices, predictive indicators, or derived information produced by or through the Platform.
  - **“Competitive Product”** means any software, platform, system, dataset, or service that competes with or is substantially similar to the Platform.
  - **“Replication”** means any copying, duplication, imitation, adaptation, derivation, emulation, reverse engineering, benchmarking, calibration, or re-creation of any aspect of the Platform, including Front-End Components, Back-End Components, Business Methodologies, Outputs, workflows, sequencing, system behavior, predictive logic, or timing windows.
  - **“Instance”** means:
    - for general Replication, each discrete act, feature, workflow, component, functional element, behavioral similarity, or methodological similarity that is replicated, derived, or misappropriated; and
    - for Replication involving Outputs or predictive intelligence, each distinct predictive model, algorithm, derivative dataset, scoring system, or analytical engine created, trained, calibrated, or materially enhanced using Platform Outputs.
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### 3. LICENSE GRANT

Subject to this Agreement, Platform Provider grants Customer a limited, non-exclusive, non-transferable, revocable license to access and use the Platform solely for Customer’s internal business purposes during the term of this Agreement.

No ownership rights are transferred. All rights not expressly granted are reserved by Platform Provider.

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### 4. ACCOUNTS; AUTHORIZED USERS

Customer is responsible for all activity occurring under its accounts and credentials, whether by Authorized Users or otherwise. Credentials may not be shared.

Customer remains fully responsible for compliance with this Agreement by its Authorized Users.

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### 5. COMPETITIVE USE & DISCLOSURE OBLIGATIONS

Customer represents and warrants that it does not operate or develop a Competitive Product unless expressly disclosed in writing to Platform Provider.

If Customer operates or develops a Competitive Product, Customer must disclose such status prior to access or, if discovered later, within forty-eight (48) hours of discovery.

Failure to disclose creates a contractual presumption that any similarities between the Platform and Customer's Competitive Product originated from the Platform.

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## **6. INTELLECTUAL PROPERTY OWNERSHIP**

The Platform, including all Front-End Components, Back-End Components, Business Methodologies, workflows, logic, sequencing, predictive intelligence, timing windows, cadence of signal generation, and system behavior, constitutes proprietary intellectual property and trade secrets of Platform Provider.

Any technology or business replication of any aspect of the Platform, whether for Customer's benefit or for any competitive, derivative, analytical, or benchmarking purpose, is strictly prohibited.

Customer acquires no rights except the limited license expressly granted herein.

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## **7. CONTRACTUAL TREATMENT OF REPLICATION**

Any attempt to copy, duplicate, imitate, adapt, derive, benchmark, calibrate, or replicate any aspect of the Platform will be treated under this Agreement as an infringement equivalent to a patent, copyright, or trademark infringement, regardless of whether such conduct would constitute infringement under statutory law.

Liability under this Agreement is contractual and independent of statutory intellectual property claims.

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## **8. LIQUIDATED DAMAGES**

Customer acknowledges that unauthorized Replication causes harm that is difficult or impossible to precisely quantify.

Accordingly, for each Instance of Replication, Customer agrees to pay Platform Provider liquidated damages of Twenty-Five Thousand U.S. Dollars (US \$25,000) per Instance.

Customer agrees that this amount represents a reasonable estimate of damages and is not a penalty.

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## **9. INJUNCTIVE AND EQUITABLE RELIEF**

Customer agrees that a breach of Sections 5–8 would cause irreparable harm. Platform Provider is entitled to injunctive or equitable relief without the requirement to post bond or prove irreparable harm, in addition to any other remedies.

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## **10. DATA, OUTPUTS & PLATFORM ROLE**

The Platform may provide access to Outputs sourced from public, licensed, modeled, inferred, or aggregated sources.

Platform Provider makes no representation that Outputs are opt-in, consented, complete, accurate, current, error-free, refreshed on any particular cadence, or suitable for any specific purpose. Platform Provider does not guarantee real-time accuracy or data currency.

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## **11. PROHIBITED USE OF OUTPUTS FOR DERIVATIVE SYSTEMS**

Customer shall not use, permit use of, transfer, sublicense, or make Outputs available to any third party for purposes including but not limited to:

- training, tuning, prompting, or ingesting Outputs into machine-learning, artificial-intelligence, or large-language models;
- developing, validating, benchmarking, or calibrating derivative scoring systems, rankings, predictive engines, or analytical models;
- reverse engineering or approximating Platform Business Methodologies, predictive logic, timing windows, signal cadence, or decision surfaces.

Any such use constitutes Replication under this Agreement.

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## **12. TRANSMISSION & MESSAGING DISCLAIMER; INFRASTRUCTURE PROTECTION**

The Platform may enable Customer to transmit messages or communications at Customer's direction using Customer-provided content, recipients, and credentials.

Customer is the sender and initiator of all such communications. Platform Provider acts solely as a technical conduit or relay.

Platform Provider does not review message content, determine recipient consent status, monitor compliance, or validate legality.

Platform Provider may, in its sole and absolute discretion, suspend or restrict messaging or transmission capabilities, without liability, if Customer activity threatens or could reasonably threaten platform integrity, deliverability reputation, carrier relationships, or shared infrastructure.

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## **13. COMPLIANCE RESPONSIBILITY**

Customer is solely responsible for determining and ensuring compliance with all applicable laws, regulations, and third-party platform terms, including but not limited to TCPA, CAN-SPAM, state privacy laws, and advertising platform policies.

Platform Provider does not provide legal advice and does not ensure compliance.

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## **14. NO RELIANCE; NO RESULTS GUARANTEE**

Customer acknowledges that the Platform provides analytical tools, predictive intelligence, and decision-support Outputs only.

Platform Provider does not guarantee financial performance, investment outcomes, lead conversion, profitability, deal flow, or business success.

Customer agrees not to rely on the Platform or Outputs as a substitute for independent judgment, professional advice, or due diligence.

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## **15. WHITE-LABEL & RESELLER RELATIONSHIP; NO BINDING REPRESENTATIONS**

Resellers are independent parties and not agents of Platform Provider. No Reseller, educator, or third party is authorized to make representations, warranties, earnings claims, or guarantees on behalf of Platform Provider.

Customer agrees that no representation made by any Reseller shall be binding on Platform Provider or give rise to any claim against Platform Provider. Any claims arising from Reseller conduct must be pursued against the Reseller directly.

Resellers must require end users to accept this Agreement. Platform Provider retains the right to enforce this Agreement directly against any Customer.

Reseller terms may impose additional obligations but may not override or limit this Agreement. In the event of conflict, this Agreement controls as to the Platform.

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## **16. FEEDBACK**

Any feedback, suggestions, ideas, or recommendations provided by Customer regarding the Platform or Outputs shall become the exclusive property of Platform Provider, without compensation or attribution.

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## **17. INDEMNIFICATION**

Customer shall defend, indemnify, and hold harmless Platform Provider from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from or related to Customer's misuse of the Platform, non-compliance with this Agreement, Replication, or violations of law.

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## **18. FEES; SUSPENSION; TERMINATION**

Customer must pay all applicable fees. Platform Provider may suspend or terminate access for breach or non-payment.

Upon termination, Sections 5–12 and 13–23 survive.

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## **19. DISCLAIMER OF WARRANTIES**

THE PLATFORM AND OUTPUTS ARE PROVIDED “AS IS” AND “AS AVAILABLE.” PLATFORM PROVIDER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

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## **20. LIMITATION OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, PLATFORM PROVIDER SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES.

PLATFORM PROVIDER'S TOTAL LIABILITY SHALL NOT EXCEED AMOUNTS PAID BY CUSTOMER IN THE THREE (3) MONTHS PRECEDING THE CLAIM.

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## **21. ARBITRATION; FEES; CLASS ACTION WAIVER; GOVERNING LAW**

This Agreement is governed by Ohio law.

Any dispute shall be resolved by binding arbitration under AAA Commercial Rules in Ohio. Arbitration proceedings shall be confidential. Class actions are waived.

The prevailing party in any arbitration arising from enforcement of Sections 5–11 shall be entitled to recover reasonable attorneys' fees and costs.

Judgment may be entered in any court of competent jurisdiction.

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## **22. NOTICES**

Notices under this Agreement shall be effective when delivered by email to the address associated with Customer's account or, for Platform Provider, to [legal@realeflow.com](mailto:legal@realeflow.com).

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## **23. GENERAL PROVISIONS**

This Agreement constitutes the entire agreement regarding the Platform. If any provision is unenforceable, the remainder remains in effect. Platform Provider may assign this Agreement. Customer may not assign without consent.