

Updated 12/5/2026

Robo FTP Terms

The following terms represent a legal agreement (the "Agreement") between you, the end user, and Unisoft International, Inc., dba Continuous (the "Company") which governs the use of the enclosed software program (the "Program"). For purposes of this Agreement, the Program shall include all copyrighted files in this package, all updates to these files, and all related documentation included with the product.

1. **LICENSE.** The Company grants to you a non-exclusive, non-transferable License to (a) use one (1) copy of the Program on a single computer and (b) make one (1) copy of the software solely for back-up purposes. You may not reverse engineer, decompile, or disassemble the Program.
2. **COPYRIGHT.** The Company or its suppliers owns the Program and the copyrights thereto and has the authority to enter into this Agreement and to grant you a license to use the Program. The Program is protected by applicable copyright laws and may not be reproduced in any form except in accordance with this Agreement.
3. **LABELING.** You shall not remove any copyright notices or other proprietary legends contained within the Program. You shall not reproduce or include any of the Company's trademarks or trade names without the Company's specific prior written consent.
4. **TERM AND TERMINATION.**
 - a. **Term.** The Term begins on the start date as noted on the associated order and will continue for the number of months specified therein. Unless either party gives written notice of non-renewal no less than thirty (30) days prior to expiration of the then current Term, the Term will automatically renew for successive twelve (12month periods; provided, however, that neither party terminates the Agreement as provided below.
 - b. **Termination for Material Breach.** If either party is in material breach of these Terms, the other party may terminate these Terms at the end of a written 30-day notice/cure period, if the breach has not been cured.
 - c. **Suspension.** Company may, after giving Customer reasonable notice, temporarily suspend Customer's access to the Program if Customer is thirty (30) days or more overdue in its payment of any subscription fees; or Company believes in good faith that, in using the Program, Customer has violated, or will violate, this Agreement or any applicable law.
 - d. **Further Consequences of Termination.** Upon termination or expiration of these Terms (whichever is earlier) for any reason all licenses granted under these Terms shall immediately terminate and the Customer shall immediately cease all use of the Program and the Documentation.
5. **NO ASSIGNMENT.** Neither Company nor Customer may assign or transfer Terms, in whole or in part, to a third-party without the other party's prior written consent. Notwithstanding the foregoing, Company may assign any or all of its rights or obligations under this Agreement to an Affiliate, the surviving corporation with or into

which Supplier may merge or consolidate, or an entity to which Supplier transfers all, or substantially all, of its business and assets. Any assignment in violation of this section is void.

6. EXPORT CONTROL. The Program (and any underlying information, technology, and/or components) must NOT be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) Cuba, Iran, Iraq, Libya, North Korea, Sudan, Syria or any other country to which the U.S. has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders. By downloading or using the Program, you are agreeing to the foregoing, and you are representing and warranting that you are not located in, under the control of, or a national or resident of any such country or on any such list. The Program contains encryption technology that is controlled for export by the U.S. government under the Export Administration Act. In addition to other restrictions described in this document, you may not use the Program, or export the Program to any destination where you know, or have good reason to believe, that the Program may be used in connection with the proliferation of nuclear, chemical, or biological weapons or missiles.
7. HIGH RISK USAGE. The Program is not fault-tolerant and is not designed, manufactured or intended for use or resale as on-line control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of the Program could lead directly to death, personal injury, or severe physical or environmental damage ("High Risk Usage"). Continuous specifically disclaims any express or implied warranty of fitness for High Risk Usage.
8. NOTICES. Unless otherwise agreed to by the Parties, all notices required under these Terms (except those relating to Program pricing, changes and upgrades) will be deemed effective when received and made in writing by either (i) registered mail, (ii) certified mail, return receipt requested, (iii) overnight mail, addressed and sent to the address in the order, or (iv) electronic mail to the contact listed in the order.
9. LIMITED WARRANTY. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE PROGRAM IS ASSUMED BY YOU. YOU ARE RESPONSIBLE FOR THE SELECTION AND USE OF THE PROGRAM TO ACHIEVE YOUR INTENDED RESULTS. THE COMPANY WARRANTS ONLY THE MEDIA (IF ANY) ON WHICH THE PROGRAM IS DISTRIBUTED WILL BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP UNDER NORMAL USE AND SERVICE FOR A PERIOD OF THIRTY (30) DAYS FROM DATE OF RECEIPT. ANY IMPLIED WARRANTIES ON THE PROGRAM IS LIMITED TO THIRTY (30) DAYS.
10. CUSTOMER REMEDIES. THE COMPANY'S AND ITS SUPPLIERS' ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY SHALL BE, AT THE COMPANY'S OPTION, EITHER (A) RETURN THE PRICE PAID, OR (B) REPAIR OR REPLACEMENT OF THE PROGRAM THAT DOES NOT MEET THE COMPANY'S LIMITED WARRANTY AND WHICH IS RETURNED TO THE COMPANY WITH A COPY OF YOUR RECEIPT. THIS LIMITED WARRANTY IS VOID IF FAILURE OF THE PROGRAM HAS RESULTED FROM ACCIDENT, ABUSE, OR MISAPPLICATION.

11. NO OTHER WARRANTIES. THE COMPANY AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO THE PROGRAM.
12. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY, CONTINUOUS AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS EVEN IF SUCH PARTY HAD ACTUAL OR CONSTRUCTIVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND CONTINUOUS' REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO CONTINUOUS FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT CONTINUOUS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. A PARTY WILL NOT BE LIABLE TO THE OTHER PARTY UNDER THIS AGREEMENT FOR ANY INDIRECT, EXEMPLARY, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING ANY LOSS OF INCOME OR PROFITS, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF, OR HAD REASON TO KNOW OF, THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, THE LIMIT ON LIABILITY STATED HEREIN WILL NOT INCLUDE AMOUNTS PAYABLE TO A PREVAILING PARTY FOR ATTORNEYS' FEES AND COSTS. These limitations and exclusions apply even if this remedy does not fully compensate You for any losses or fails of its essential purpose or if we knew or should have known about the possibility of the damages. To the maximum extent permitted by law, these limitations and exclusions apply to any claims arising from or related to this Agreement.
13. U.S. GOVERNMENT RESTRICTED RIGHTS. If the Product is acquired on behalf of a unit or agency of the United States Government this provision applies. The Product is commercial computer software developed solely at private expense. The rights of civilian and non-civilian agencies of the U.S. Government to use, disclose and reproduce the Software are governed by the terms of this License. The manufacturer of the Product is Continuous.
14. INJUNCTIVE RELIEF. Any breach or threatened breach of Customer's obligations set forth in this Agreement may result in a substantial likelihood of irreparable harm and injury to Continuous for which monetary damages alone would not be an adequate remedy, and which damages are difficult to accurately measure. Accordingly,

Customer agrees that, in addition to any other remedies available, Continuous shall have the right to obtain, without the necessity of posting any bond, immediate injunctive relief as well as other equitable relief allowed by the federal and state courts. The foregoing remedy of injunctive relief is agreed to without prejudice to Continuous' right to exercise any other rights and remedies it may have. Any remedy of Continuous set forth in this Agreement is in addition to any other remedy afforded to Continuous, by law or otherwise.

15. **CUSTOMER INDEMNIFICATION.** You will defend Continuous and our officers, directors, employees, successors, and permitted assigns (each, a "Continuous Indemnitee") against a Claim (other than a Claim brought by an Affiliate of Continuous) (a "Continuous Indemnification Claim") and You will indemnify such Continuous Indemnitee from and against any Losses arising out of or relating to: (a) violations of your or your Users' obligations; and (b) allegations that the Customer Content (i) infringes a third party's IP Right or (ii) when used with the Continuous Offerings or as contemplated under this Agreement violates applicable law. Your defense of Continuous shall be subject to Continuous oversight, including the employment of counsel (which shall be counsel approved by Continuous). All costs, fees, and the like related to the dispute will be borne exclusively by you.
16. **GOVERNING LAW AND FORUM.** This Agreement is governed by the laws of the State of Texas (without regard to conflicts of law principles) for any dispute between the parties or relating in any way to the subject matter of these Terms. The UN Convention on Contracts for the International Sale of Goods does not apply. Unless otherwise required by prevailing property laws, any dispute relating to this Agreement will be settled exclusively by arbitration in Houston, Texas, in accordance with the rules of the American Arbitration Association then prevailing. In the event that any legal action, which by law cannot be compelled by arbitration, any such action must be stayed. Furthermore, in any action at law or in equity to enforce or interpret the provisions of this Agreement or otherwise arising out of this Agreement, or any order, the prevailing party will be entitled to recover expenses, including reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.
17. **RELATIONSHIP OF THE PARTIES.** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
18. **FORCE MAJEURE.** In no event will either party be liable to the other, or be deemed to have breached this Agreement, for any failure or delay in performing our obligations under this Agreement, if and to the extent such failure or delay is caused by any of the following events (each a "Force Majeure Event"): flood, fire, earthquake, explosion, pandemic, war, terrorism, cyber terrorism or other comparable criminal or willful acts (including third-party hackers or other third party malicious acts), invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns, our supplier's failure to supply necessary goods or services to us, passage of applicable

law, any action taken by a government authority or other public authority (such as imposing an embargo), or international, national, or regional shortage of adequate power, telecommunications capacity, or transportation. In allocating the risk of delay or failure of performance of a party's respective obligations under this Agreement, the parties have not considered the possible occurrence of any of the events listed herein or any similar or dissimilar events beyond their control, irrespective of whether such listed, similar, or dissimilar events were foreseeable as of the date of this Agreement.

The export of Robo-FTP is governed by the U.S. Department of Commerce under the export administration regulations. It is your responsibility to comply with all such regulations.