## E-mail processor EULA

#### END-USER LICENSE AGREEMENT FOR M-FILES

This end-user license agreement (hereinafter "EULA") is a legally binding agreement between you (a single natural or legal person, hereinafter referred to by the term "You" or "Your") and Unitfly d.o.o. and its affiliates ("Licensor") for the software you are licensing. Unitfly d.o.o. authorizes You to use and install the Software (as defined below) under the terms and conditions set forth herein.

PLEASE READ THIS EULA CAREFULLY BEFORE USING THE SOFTWARE. BY DOWNLOADING, INSTALLING, OR USING THE SOFTWARE, YOU CONFIRM THAT YOU HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS EULA AND THAT YOU AGREE TO BE BOUND BY IT. IF YOU DO NOT AGREE OR DO NOT WISH TO BECOME A PARTY TO THIS EULA, DO NOT INSTALL OR USE THE SOFTWARE. YOU CAN CONFIRM THAT YOU UNDERSTAND THIS EULA AND AGREE TO BE BOUND BY IT BY SELECTING "I ACCEPT THE LICENSE AGREEMENT," BELOW.

#### **1. DEFINITIONS**

- "Authorized User" means one person, named developer, employee or other temporary worker authorized to Use the Licensed Software for personal use or while performing duties within the scope of their employment or assignment.
- "M-Files System" shall refer to the composition of Server Software and Client Software (as defined below) that operates on Your hardware devices. The M-Files System may be set up according to Your preferences, but You must at all times have purchased the necessary licenses for each component and each designated device and/or user in Your system.
- "Master Server" shall mean the hardware that operates as the main server on which You use and run the Server Software that You have designated as Your primary Server Software (as defined below). The Server Software on Your Master Server is the core of Your M-Files System. Setting up a new Master Server is subject to authorization to set up a new M-Files System.
- "Documentation" means printed materials and "on line" or electronic documentation relating to the Licensed Software provided under this Agreement.

- "Software" shall mean all of the files, documents, and other content, owned by Licensor or its licensed partners, that are delivered to You by Licensor at the same time as this EULA but that are not defined as "Third-Party Software."
- "Server Software" shall mean Software files, documents, and other content that are offered to You by Licensor for purposes of operation with said files and content on Your server hardware. Any use of Server Software requires valid server licenses (at least one, with the number depending on the nature of the M-Files Email Processor), user licenses in accordance with an agreement with Licensor, and a license key.
- "License Key" means a unique key-code that enables the Authorized User to Use the Licensed Software. Only Licensor and or its representatives are permitted to produce License Keys for Licensed Software.
- "Upgrade" shall mean software offered to You by Licensor for the purpose of replacing an older version of the Software and the related agreement and licenses with the latest versions.
- "Third-Party Software" shall mean third-party-originated files and content that are delivered to You by Licensor with the Software but licensed to You by a third party under the terms and conditions of a separate agreement. All such agreements are included in the documentation or in appendices thereto. Nothing in this EULA shall be construed as authorizing You to deviate from Your obligations under third-party licenses, including but not limited to by removing copyright or other notices.
- "M-Files E-mail Processor Process" means one unique logical unit between filter and action. Every unique Process contains: M-Files Vault, Mailbox, filter and action.
- "Non-Production" means a non-operational environment into which the Licensed Software may be installed, which is not processing live data, which is not running any operations of the Licensee and which has not been deployed to permit any users to access live data. Non-Production environments include development and test environments.

### 2. LICENSE GRANT.

If You acquired the Software from Licensor or one of its authorized distributors, then, subject to payment of the applicable fees and compliance with the terms of this EULA, Licensor grants You limited license to use and install the Software in the manner described below. You are authorized to utilize the Software only for Your internal needs, or, if You are a legal person, only for internal business purposes pursued by Your employees or other persons who are working for You, on Your behalf, and for Your benefit.

#### 2.1 DOCUMENTATION

Licensor grants You worldwide, nonexclusive, nontransferable, and perpetual license to use the Documentation. You may make copies of the Documentation for Your own internal business purposes.

#### 2.2 TRIAL LICENSE

If You acquired the trial license, Licensor grants You nonexclusive, nontransferable license for 30 days and 5 M-Files E-mail Processor Processes to install and use the Software in order to find out whether the Software is suitable for Your needs. A trial license shall be available for You only once and only for a period of 30 days unless Licensor has given special permission and a new trial license. You are authorized to use and run the Software solely for testing and evaluation purposes, and You may not use the Software subject to evaluation license for any other purposes, including but not limited to profit-seeking purposes and use to gain technical or other information for commercial use.

#### 2.3 SERVER SOFTWARE

If You purchased a license to set up and use a new M-Files E-mail Processor, Licensor grants You nonexclusive, nontransferable, perpetual, local, and restricted license to install, run, and use the Server Software on a single designated Master Server in Your M-Files System. Please save all purchase confirmations and receipts for Your payments.

#### 2.4 SERVER NON-PRODUCTION LICENCE

If You purchased a Non-Production license to set up and use a new M-Files Email Processor, Licensor grants You nonexclusive, nontransferable, perpetual, local, and restricted license to install, run, and use the Server Software on a Non-Production designated Master Servers in Your M-Files System. The license authorizes the access use a M-Files E-mail Processor and to use, run, and display the Software for the period of valid fixed-term license. You may not transfer the license to any external natural or legal person, but You may reallocate the licenses You have purchased.

You may create backup servers and make copies of the Server Software but solely for backup purposes. You may not use, run, load, or copy (temporarily or permanently, in whole or in part) the Server Software that is installed on Your backup server, other than to the extent technically necessary for up-to-date backup. You may not transfer Your License Code from Your designated server to Your backup server.

## **3. LICENSE RESTRICTIONS**

All servers, whether Master Server or backup server, must be set up in the country from which Your purchase order was placed. Licensor reserves all rights not expressly granted to you in this Agreement. The following restrictions apply to all of the licenses set forth in Section 2 above. Without limiting the generality of the foregoing, you acknowledge that the Software contains trade secrets and subject to applicable laws, you agree that you will not: (A) copy the Software, except as permitted under this Agreement; (B) modify, adapt or translate the Software, except as permitted under this Agreement; (C) de-compile, reverse engineer or disassemble the Software or otherwise reduce the Software from object code to source code; (D) use the Software to develop any works which are competitive to the Software; (E) lease, rent, loan, sell or distribute the Software to a third party (including, using the Software on a time-sharing basis, for service bureau purposes, or for the provision of a fee generating service directly or indirectly to third parties) without the prior written agreement of Licensor; (F) except as expressly permitted in this Agreement, assign or transfer your license rights to a third party or sub-license any or all of your license rights under this Agreement without the prior written agreement of Licensor; (G) combine the Software with any other software (including open source software), where the combined software is subject to any license that requires the combined program or the Software and its source code to be made freely available; (H) publicize or otherwise disclose any results of benchmark tests run on the Software; (I) You may not use multiplexing or pooling software or hardware that reduces the number of individual human beings directly accessing or utilizing the Software; and (J) the Software may not be used by your Affiliated parties unless specifically authorized in an Order Form. You acknowledge and agree that any breach of this Section 3 will constitute a material breach of this Agreement and will result in an immediate termination of the licenses granted herein.

## 4. UPGRADES

Subject to separate fee and purchase, You are invited to replace Your Software and accompanying licenses with the latest versions from time to time. All such Upgrades shall be purchased separately and for the entire system at one time. It is stated for avoidance of doubt that purchasing an Upgrade does not add to the number of Your licenses, nor does it grant You the right to set up a new M-Files E-mail Processor.

### 5. OWNERSHIP

Except for the limited license granted herein, Licensor retains exclusive ownership of all Intellectual Property rights (including all ownership rights, title, and interest) in and to the Licensed Software and Documentation (including but not limited to any copies of the Licensed Software or Documentation that You are expressly permitted to make herein). All rights not expressly granted herein are reserved by Licensor. Licensee will not remove, suppress, or modify in any way any proprietary marking which is on or in the Licensed Software or Documentation, except where expressly allowed. Licensee expressly acknowledges and agrees that Licensor shall be the sole owner of any newly-developed Intellectual Property including but not limited to (A) newly-developed, revised, or modified source code; and (B) inventions where such are related in any way to the Licensed Software or Licensor general business, regardless of the creator, whether such are developed, revised, or modified in response to Licensee's requests, suggestions, or ideas, even if paid for by Licensee.

## 6. CONFIDENTIAL INFORMATION

You acknowledge that the Software, including all object code and source code and all parts and aspects thereof, and any updates, modifications, translations, localizations, or other Derivative Works thereof, in whatever form, whether or not marked as confidential, the Product Key and benchmark results (collectively, the "Confidential Information"), are the valuable proprietary and trade secret information of Licensor and/or its licensors and suppliers. You shall (A) limit use and disclosure of the Confidential Information to its employees and its consultants who are authorized pursuant to this Agreement to use the Software and who agree to be bound by the terms of this Agreement or are otherwise bound to a confidentiality agreement containing substantially similar terms; (B) not provide or disclose any of the Confidential Information to another party; and (C) treat the Confidential Information with the same degree of care to avoid disclosure to any third party as is used with respect to Licensee's information of like importance which is to be kept secret, but with no less than reasonable care. The foregoing obligations shall be in addition to any obligations set forth in any separate confidentiality agreement between Licensor and you. You further acknowledge that in the event of a breach or threat of breach of this Section 6 (Confidential Information), money damages will not be adequate. Therefore, in addition to any other legal or equitable remedies, Licensor shall be entitled to seek injunctive or similar equitable relief against such breach or threat of breach.

### 7. DISCLAIMER OF WARRANTY

THE LICENSED SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FURTHER, LICENSOR SPECIFICALLY DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE USE, OF THE LICENSED SOFTWARE OR DOCUMENTATION IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, CURRENTNESS, OR OTHERWISE. THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE LICENSED SOFTWARE IS ASSUMED BY YOU. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY LICENSOR OR ITS EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY, AND YOU MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. FURTHER, THE LICENSED SOFTWARE 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 LICENSED SOFTWARE COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE ("HIGH RISK ACTIVITIES"). LICENSOR AND ITS SUPPLIERS SPECIFICALLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH RISK ACTIVITIES.

### 8. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR TOTAL AGGREGATE AND CUMULATIVE LIABILITY TO YOU FOR ANY AND ALL CLAIMS OF ANY KIND ARISING HEREUNDER EXCEED THE AMOUNT OF LICENSE FEES ACTUALLY PAID BY YOU FOR THE LICENSED SOFTWARE GIVING RISE TO THE CLAIM IN THE TWELVE MONTHS PRECEDING THE CLAIM. LICENSOR, LICENSORS AND THEIR SUPPLIERS SHALL HAVE NO LIABILITY TO YOU FOR ANY DAMAGES SUFFERED BY YOU OR ANY THIRD PARTY AS A RESULT OF USING THE LICENSED SOFTWARE, OR ANY PORTION THEREOF. NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL LICENSOR, ITS LICENSORS, OR ANY OF THEIR RESPECTIVE SUPPLIERS BE LIABLE FOR ANY LOST REVENUE, PROFIT OR DATA, OR FOR INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER, INCLUDING, WITHOUT LIMITATION, ANY COMMERCIAL DAMAGES OR LOSSES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, ARISING OUT OF THE USE OR INABILITY TO USE THE LICENSED SOFTWARE, OR ANY PORTION THEREOF, EVEN IF LICENSOR, ITS LICENSORS AND/OR ANY OF THEIR RESPECTIVE SUPPLIERS HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY. EACH EXCLUSION OF LIMITATION IS INTENDED TO BE SEPARATE AND THEREFORE SEVERABLE.

#### 9. DELIVERY; PAYMENT

9.1

The Licensed Software is deemed delivered upon the earlier of its availability at the electronic software download site specified by Licensor. Licensee is e-mailed or otherwise issued a valid Product Key to access and install the Licensed Software.

#### 9.2

All License Fees and taxes due to Licensor by Licensee are non-refundable. All License Fees are due and payable within thirty (30) days of the date of invoice or other Transaction Document. Any amounts not subject to a good faith dispute that are not paid within forty-five days of the date of invoice will incur interest at the highest rate then permitted by law. Additionally, Licensor may suspend Support and Maintenance until the undisputed portion of Licensee's account is brought current. In the event of non-payment, Licensor may terminate this EULA and the licenses granted hereunder. Taxes imposed by government agencies, with the exception of taxes based on the net income of Licensor, are the obligation of Licensee. Licensee is responsible for paying the full amount of License Fees to Licensor regardless of any taxes or bank transaction fees Licensee is required to pay. All License Fees and taxes due to Licensor under this EULA are payable in the currency specified in the Transaction Document. For any future period, Licensor may increase any or all fees payable hereunder. In the event the Licensee utilizes the Licensed Software in excess of the number of licenses set forth in a Transaction Document, Licensee shall be obligated to pay Licensor the relevant License Fees, together with any applicable Support or Maintenance Fees for the relevant period.

### **10. SUPPORT AND MAINTENANCE**

Licensor offers Support and Maintenance for the Licensed Software in accordance with Licensor then current and applicable policies as listed on the Licensor website.

## 11. COPIES

The Licensed Software is copyrighted under the laws of Croatia and European Union and international treaty provisions. Notwithstanding the copyright, the Licensed Software contains trade secrets and confidential information of Licensor. You agree not to disclose or otherwise make available any part of the Licensed Software to any third party on any basis, other than as set forth in this Agreement. You agree not to make any copies of the documentation that is provided in hard copy as part of the Licensed Software.

## 12. AUDIT

#### 12.1

You accept and agree that Licensor may audit your use of the Licensed Software for compliance with this EULA at any time, upon reasonable notice, in a manner that does not interfere with your business operations. In the event such audit discloses non-compliance with this Agreement, Licensee shall promptly pay to Licensor the appropriate License Fees, including but not limited to Maintenance, Support and Subscription Fees, to bring the Licensee in compliance with this EULA, plus the reasonable cost of conducting the audit.

#### 12.2

Licensee agrees that Licensor may collect and use technical information gathered solely to improve products and services and will not disclose this information in a form that personally identifies Licensee.

# 13. THIRD-PARTY SOFTWARE AND ACKNOWLEDGEMENTS

M-Files E-Mail Processor uses a third-party software. Use of it is governed by the MIT License and Apache License, Version 2.0 terms and not this EULA. M-Files E-Mail Processor includes third-party software: BouncyCastle, Dapper, MailKit, MimeKit, Morelinq, ncrontab, Newtonsoft.Json, NPoco, Polly, Serilog.

Licensor acknowledges and agrees that the Software may, subject to the terms of this Agreement, be used by your third-party service providers, independent contractors, consultants and outsources, provided that such third parties agree to comply with the terms of this Agreement and such third parties Use the Software only for your benefit and business purposes. If requested by Licensor, you will provide a list of any third parties that are using the Software pursuant to this Section to assist Licensor in managing the licensing of the Software. You will remain responsible and legally liable for the proper use of the Software in accordance with this Agreement by such third parties

## 14. INDEMNITY

You agree to indemnify, hold harmless, and defend Licensor and its Affiliates from and against any and all claims, lawsuits and proceedings (collectively "Claims"), and all expenses, costs (including reasonable attorney's fees), judgments, damages and other liabilities resulting from such Claims, that arise or result from Your use of the Licensed Software in violation of this Agreement or breach of any of the terms and conditions of this Agreement.

## **15. ENTIRE AGREEMENT**

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU ALSO AGREE THAT THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN UNITFLY D.O.O. AND YOU, WHICH SUPERSEDES ANY PROPOSAL, PRIOR AGREEMENT, OR LICENSE, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT. This Agreement shall be construed in accordance with the internal laws of Croatia and European Union and all disputes shall have exclusive venue in the courts in Osijek and the Court of Justice for the European Union. Both parties consent to the jurisdiction of these courts. If any term of this Agreement shall be found invalid, the term shall be modified or omitted to the extent necessary, and the remainder of the Agreement shall continue in full effect.