

LICENCE AGREEMENT FOR LaFMS BUSINESS SYSTEM

Introduction

LaFMS (Document Management System, hereinafter referred to as "LaFMS") is a system for managing business processes and documents.

LaFMS is intended for cataloguing, saving, retrieving and displaying documents stored as a computer file.

The system enables the categorization of documents, the addition of main features of documents and keywords, all in the function of simpler previewing and browsing of files and documents.

The LaFMS system enables monitoring of protocols, ordering, archiving and digital storage of documents and content, management of classification, files, items and records, including digital certification of any document type, in any number of stages and certification participants.

It supports an unlimited number of users, document entry places, document types and content, as well as digital signature, digital seal, OCR.

LaFMS is intended for all public and private companies that manage the business processes of receiving, processing and distributing documents such as e-invoices, offers, contracts and others in their daily operations.

The system is merged to the systems of eAccount service providers.

It is additionally merged to Blockademia - a system for verification and authentication of documents on the blockchain.

It is also possible to merge it to ERP, CRM and other systems in use.

Below are the definitions of the terms of the Licence Agreement.

1. Definitions

1.1. Provider is **LAMA** d.o.o. company based at Stinice 12, 21 000 Split, VAT 11815662330, authorized manufacturer of **LaFMS** Business System.

Provider concludes this Licence Agreement on its own behalf and for its own account with the Client.

1.2. **The Client** is a legal entity or natural person that received an estimate or an invoice from the Provider, payed that estimate or invoice and after that received serial number/activation token and registered Client name, that enable business system activation.

1.3. Business System means LaFMS Business System in any of its available edition compiled of a group of files that contain executable code in original, translated or executive form, educational materials and support tools.

1.4. Educational materials and support tools are the informations intended for operating or illustrating the operation of the Business System that the Provider includes in the Business System price or gives it to the Client with additional payment for for use of Business System.

Educational materials and support tools can be used under the special approval conditions.

1.5. Written instructions are the instructions for use of Business System.

Only Written Documentation is relevant for defining an error.

The Client can access written instructions on the Provider's website.

1.6. The Upgraded Business System is Business System that inseparably contains the latest updates of LaFMS Business System for legislation changes, alignements, corrections, changes, improvements, new solutions and error fixes. Client is entitled to

download it and use it under the terms of concluded Upgrade Contract and Business System Licence Agreement. All provisions of the Licence Agreement, which refer to the business system, are valid for the upgraded business system, except the terms of article 2 (Conclusion of Licence Agreement), and article 6 (Limited Warranty).

1.7. Intellectual Property Rights are all copyright, related and other rights, right of the database system provider as regulated by the Copyright and Related Rights; furthermore including all other intellectual property rights, especially industrial property rights, and other rights similar to intellectual property rights that are subject to the Licence agreement or any other agreement between the Provider and the Client.

1.8. The Licence Agreement means the licence agreement for using Business System and additional Client's rights regarding Business System and defines the terms of Business System use. The Licence Agreement is concluded between Provider and Client.

1.9. Additional Agreements are agreements that are or can be concluded by the Provider and the Client regarding the Business System, most notably the Upgrade Contract and other service agreements.

1.10. Upgrade Contract is the agreement is a contract from which the rights and obligations of the Provider and the Client arise regarding upgrading the business system.

1.11. The general terms of Help Desk services regulate the terms of use of Help Desk services for the business system, which includes support, assistance and implementation of new and unused functionalities of the business system and are an integral part of the licence agreement.

1.12. A computer workstation is a computer workstation or device with similar functionality through which the Client uses or accesses the Providers business system and/or data, processed by the LaFMS business system.

1.13. Client is a natural person who can use or access the business system through a computer workstation and/or through the LaFMS business system access to the Client's data, which is processed by the LaFMS business system.

1.14. The estimate/invoice is issued to the Client by the Provider. It specifically states the version of the business system, the selling price, the price of additional contracts and the area of validity of the licence agreement. The estimate/invoice also specifies the payment dynamics of the sales price or the possible price of additional contracts, for example the number of installments in a certain period of time. The estimate/invoice also contains an instruction on the validity of this Licence Agreement and specifies the websites where the Licence Agreement is published. The estimate/invoice in the part where the version of the business system, the area of validity of the licence agreement, the sales price and the payment dynamics are specified becomes part of the Licence Agreement.

1.15. The serial number/activation token is a series of characters that, on the basis of the paid estimate or invoice, that the Provider delivers to the Client.

1.16. The name of the registered Client is the name of the Client assigned to the Client by the Provider and delivered to the Client based on the paid estimate or invoice.

1.17. The activation date is the date when the activation of the business system, described in point 2.1 of Licence agreement, was concluded.

1.18. The selling price is the price at the time of placing the estimate or invoice, reduced by possible discounts and rebates, as well as increased to cover possible additional costs and value added tax. The sales price is stated on the estimate or invoice.

1.19. The price of additional contracts is the denominator or common term for the price of upgrade or other contracts.

1.20. Support is provided by natural or legal persons authorized by the Provider who, as part of their activity, on the basis of a contractual or other legal relationship with the Provider, offer the Client support for the business system and other Help Desk services. Support providers must be authorized by the Provider to perform support activities for the business system and other Help Desk services.

1.21. The Help Desk support tool is an internet application available on the Provider's website <https://helpdesk.lama.hr/crm> intended for the Client and is used for support and other Help Desk services, for exchanging messages, reporting possible errors, which includes reporting possible errors in the process of honoring the guarantee, as well as for other communication between the Provider and the Client. The client can access this application by logging in to the user server and also via e-mail by entering his e-mail address by sending a message to podrska@lama.hr.

1.22. An error is the operation or content of a business system that is contrary to the specifications and purpose described in the written instructions.

1.23. Reporting an error implies entering a description of the error by the Client in the Help Desk application, which is forwarded to Support.

2. Licence Agreement Conclusion

2.1. After payment of the estimate/invoice by the Client, the serial number/activation token of the business system is activated, which implies acceptance of the provisions of the Licence Agreement and general services of using Help Desk services and setting up the business system.

2.2. It is understood that the Client is aware of the content of this Agreement if he is expressly warned about it in the estimate or invoice, and the content of this Agreement is published on the website specified in the estimate or invoice.

2.3. The serial number/activation token is valid only for one VAT number of the company, the exact identified database server of the Client. The Client can replace the database server at any time, which is allowed only by the procedure published on the Provider's website.

2.4. If the Client does not agree with any provision of this Agreement or Help Desk general conditions, he may not install the business system. In this case, but no later than within 30 days from the payment of the estimate or invoice, the Client has the right to notify the Provider in the usual way that he will not install and consequently will not use the business system and demand the return of the total amount of the sales price, which the Provider is obliged to return to him within of 30 days from the receipt of a timely request.

3. Intellectual property rights over the business system and upgraded business system

3.1. The Provider guarantees to the Client that it has validly acquired all intellectual property rights over the business system that enable the Client to use the business system, or that the Provider is the owner of all intellectual property rights of the business system.

3.2. By concluding the Licence Agreement, no intellectual property rights are transferred to the Client, but the Client only receives a non-exclusive, non-transferable and limited right to use the business system related to the estimate or invoice, i.e. a certain area within the terms defined by the Licence Agreement and based on the Client's additional rights related to business system, which are determined by the Licence Agreement or determined by the Law on Copyright and Related Rights.

3.3. In the event that a third party submits a claim against the Client claiming to be the owner of any intellectual property rights over the business system, i.e. that the Provider has not validly acquired all intellectual property rights over the business system that enables the Client to use the business system, the Provider undertakes to defend the client against such requests. The Provider's obligation from this point applies in the event that the Client informed the Provider of the third party's request before the Client complied with the third party's request in any way. The Provider's obligation from this point, respecting the legal restrictions, ends after 1 (one) year from the day when the Client learned about the third party's request.

4. Terms of the business system use

4.1. The client can install the business system on an unlimited number of computer workstations.

4.2. Without the explicit written consent of the Provider, respecting the legal limitations of the Provider's rights, the Client may not duplicate components or the entire business

system, regardless of whether the duplication is temporary or permanent and by what means and in what form it is carried out.

4.3. Without the explicit written consent of the Provider, respecting the legal limitations of the Provider's rights, the Client may not translate, adapt, rearrange or process the business system in any other way, including debugging.

4.4. The Client of the business system, respecting the legal limitations of the Provider's rights, may not distribute or rent business system in any form.

5. Additional rights of the Client related to the business system

5.1. Right of compliance with legislation

The Client has the right to use a business system that complies with the legislation, valid at the time of activation of the service from point 2.1. The Provider ensures the subsequent compliance with the legislation to the Client only on the basis of the signed Upgrade Contract.

5.2. The right to support, including the elimination of errors and the right to other Help Desk services

Support is one of the Help Desk services and includes assistance to the Client related to the use or operation of the business system, including troubleshooting. In addition to support, the Help Desk service also includes the implementation of new and previously unused business system functionalities.

Help Desk services are performed:

- by remote access - using the HelpDesk support tool
- by remote access via other technology available to the Client, the Provider and support (Teams, Zoom, AnyDesk, Windows Remote Desktop or similar applications). This enables sharing of the Client's desktop, along with image transfer and control over the keyboard and mouse. In doing so, communication between the Client and the Provider or support is recorded, and these notes, along with other documents determined by the protocol, are considered part of the support session. The provider and support have access to the log of support performed by remote access
- by remote access - by phone

- by remote access - by sending a query by e-mail to the address podrska@lama.hr, which automatically creates an entry in the Help Desk support tool
- at the Client's location - implemented by the Provider's or support staff.

5.3. Support and other Help Desk services are provided by the Provider. Support and other Help Desk services, i.e. additional support services, can also be performed by authorized support contractors, in accordance with the contract concluded between the Client and the support contractor. For the active performance of support and other Help Desk services, the Provider or support contractors have the right to compensation for the resulting costs, the amount of which is determined by the valid price list of the Provider or support contractor, which is available on the official website of the Provider or support contractor.

5.4. For technical reasons, the provider or support provides assistance only for the latest versions of the business system, i.e. only the refreshed business system. For remote support and other Help Desk services, the Client is obliged to provide appropriate technical capabilities according to the Provider's specification.

6. Business System Limited Warranty

6.1. The Provider guarantees the Client that the business system works without errors, within 90 (ninety) days from the date of activation.

6.2. The only obligation of the Provider and the only right of the Client based on the previous point of the aforementioned guarantee is that in the event that the business system does not work in accordance with the previous point and the Client informs the Provider about this via the Help Desk support tool, the Provider will then repair or replace the business system for the Client.

6.3. On the basis of the limited warranty, the Client is not entitled to the rights specified in point 6.2 of this article, just as the Provider does not have any obligation on the basis of the limited guarantee, if due to failure to act in accordance with point 6.1, and for which the Client accepts the limited guarantee, it was due to use of the business system contrary to the provisions of the Licence Agreement, written instructions or any other action, event or circumstance by the Client. The same applies if the Client has entrusted support,

maintenance, debugging, upgrading or any other intervention in the business system to persons other than the Provider's authorized support providers.

6.4. The Provider does not provide any other guarantees to the Client or third parties as a limited guarantee for the business system, as specified in this article.

7. Relationship of the Licence Agreement to additional agreements

7.1. The Client who concludes the Licence Agreement on the installation of the business system also concludes the Upgrade Contract, for which the provisions of the Upgrade Contract apply.

7.2. The Client can also enter into other contracts with the Provider, which regulate the rights and obligations of the parties in relation to the Provider's products and services.

8. Provider's Disclaimer

8.1. The Provider, its suppliers, its co-contractors and support providers in no case, respecting only the minimum legal limitations of disclaimer, are not liable to the Client or third parties for any type of damage that occurs or could occur to the Client or third parties through the use or inability to use the business system or due to any other change or adjustment of the business system, which the Client or a third party made on the basis of any Agreement with the Provider without justification, or for any other reason arising from the Licence Agreement. In order to avoid doubts about the type of damage mentioned in the previous paragraph, they include, although they are not limited to: reduction of profit (ordinary damage), impossibility of material growth (lost profit), causing physical or mental pain or other fears and damage to the reputation of legal entities (non-material damage).

8.2. The Provider, its suppliers, its co-contractors and support providers to the Client or third parties are not responsible for any type of damage that occurs or could occur to the Client or third parties due to the Client's support, maintenance, error correction, upgrade or any other intervention in the business entrusted the system to persons other than the Provider's authorized support providers.

8.3. The total liability of the Provider in no case, and regardless of the number of harmful events, observing only the minimum legal limitations of disclaimer, may not exceed the amount of the sales price.

9. Contract validity and cancellation

9.1. This Licence Agreement is concluded for an indefinite period of time, whereby either party may withdraw from it with a 30-day notice period. Cancellation of the contract is not possible during the first year from the moment of valid conclusion of this contract.

9.2. Cancellation of the Licence Agreement is also valid as cancellation of a valid Upgrade Contract.

9.3. Cancellation of the Agreement must be in writing and communicated to the opposite party in the usual way.

10. Breach of contract and cancellation

10.1. If the Client violates any provision of this Agreement, the Provider may immediately disable the Client from using the business system, which is not considered a violation of this Agreement. In such a case, the Client expressly allows the Provider to access the Client's computer workstations with the intention of preventing the use of the business system. Likewise, the Provider may in such an event cancel the Contract and require the Client to delete the business system from all computer workstations and to destroy all copies of the business system that are in the Client's possession, without giving the Client a deadline for canceling the violation. If the Provider deviates from the Agreement, the data export provisions of this Licence Agreement shall apply.

10.2. The Provider reserves the right to monitor whether the client uses the business system in accordance with the provisions of this contract. The Client expressly allows the Provider to use appropriate technical measures for this purpose.

10.3. In case of violation of this Agreement by the Client, the Provider has the right to recover all damages incurred as a result of the violation.

11. Final provisions

11.1. The Client may not transfer the Licence Agreement in its entirety, or any individual right or rights from the general conditions of Help Desk services that are part of this Agreement, to third parties without the written consent of the Provider.

11.2. The Client agrees that the Provider can inform him via e-mail and in other ways about new versions of the business system and about other news and changes in the offer.

11.3. By concluding the Contract, the Client agrees that the Provider may collect and use personal data of the Client's contact persons, i.e. business system users who cooperate with the Client on the basis of an employment contract or any other legal relationship in accordance with the Provider's Personal Data Protection Policy, available on the Provider's website and applicable legislation on the protection of personal data. The Client guarantees to the Provider that all personal data that it provides to the Provider is mediated in accordance with the current legislation on data protection (as this is necessary for the execution of the Agreement between the Provider and the Client) and that all persons to whom the data refer are familiar with the Provider's Personal Data Protection Policy which is available on the Provider's website. The Provider undertakes to handle all personal data obtained in this way in accordance with the applicable Personal Data Protection Act and the Provider's Personal Data Protection Policy, available on the website. The Provider does not have access to personal data and does not process those that the Client, as a handler, processes using the LaFMS business system, except in the context of providing support and other Help Desk services, which are not the subject of this Licence Agreement.

11.4. The Client allows that the data that the Provider or the support provider acquired during the conclusion or execution of the Licence Agreement, including during the performance of the support, and the Provider in anonymous form, without publishing the identity of the Client, can be used for its business purposes related exclusively to support, diagnostics, testing, research or further development of the business system or other products or services of the Provider. The Provider undertakes to handle possible business secrets obtained in this way in accordance with the Enterprise Law. In no case shall the Provider bear any responsibility towards the Client or third parties if the Client has provided personal data, business secrets or any other type of data unfounded or without an appropriate legal basis or in violation of applicable legislation.

11.5. If any provision of the Licence Agreement is found to be invalid, this shall not affect the validity of the other provisions, which shall remain in full force and effect.

11.6. The Licence Agreement represents the complete Licence Agreement for the business system and replaces all possible other agreements on the subject of the Licence Agreement, except when the Licence Agreement stipulates that the Licence Agreement is supplemented by the provisions of another contract or document, which include an estimate or an invoice.

11.7. This Licence Agreement was concluded without the signature of the parties, in accordance with the provisions on the conclusion of the Licence Agreement in Chapter 2.

11.8. In the event of a dispute related to any provision of the Licence Agreement, the court in Split is competent, and the law of the Republic of Croatia shall apply.

Validity: from 01. 01. 2024 .