

IMPORTANT—READ CAREFULLY: This End-User License Agreement (“EULA”) is a legal agreement between you (“You” and “Your” includes a person and/or an individual entity) and DARGO Business Solutions Ltd. for the DARGO software that accompanies this EULA, which includes computer software and may include associated media, printed materials, “online” or electronic documentation, and Internet based services (“Software”). An amendment or addendum to this EULA may accompany the Software. **YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA BY INSTALLING, COPYING, OR OTHERWISE USING THE SOFTWARE. IF YOU DO NOT AGREE, DO NOT INSTALL, COPY, OR USE THE SOFTWARE. WRITTEN ASSENT IS NOT A PREREQUISITE TO THE VALIDITY OR ENFORCEABILITY OF THIS EULA.**

1. License.

1.1. License Grant. Subject to the payment of all applicable license fees, and the terms and conditions of this EULA, DARGO BUSINESS SOLUTIONS hereby grants to You a limited, non-sublicensable, non-exclusive, non-transferable right to install and run one copy of the specified version of the Software and the accompanying documentation, solely for Your individual use. This EULA authorizes You to make one copy of the Software solely for backup or archival purposes, provided that the copy You make contains all of the proprietary notices set forth in or on the original version of the Software. The Software is licensed, not sold. Even though copies of the Software may be provided on media of different formats, copies of the Software on different media formats do not constitute multiple licenses to the Software. If the Software is licensed as a suite or bundle with more than one specified Software product, this EULA applies to all such specified Software products, subject to any restrictions or usage terms specified on the applicable product packaging or accompanying documentation that applies to any of such Software products individually.

1.2. Single-User. If this Software is licensed as a single user product, You may use only one copy of the Software, by not more than one user at a time, on a total of one computer or workstation unless otherwise set forth herein. The Software is “in use” on a computer when it is loaded into the temporary memory (i.e., random-access memory or RAM) of that Client Device.

1.3. Multi-User. If the Software is licensed with multi-user or networked license terms, You may use the Software on one server computer, or a greater number as specified in the applicable multi-user license, product packaging or accompanying documentation, within a multi-user or networked environment for connecting, directly or indirectly, to not more than the maximum number of Client Devices, concurrent users and/or seats, as specified in the applicable multi-user license, product packaging or accompanying documentation. Use of software, hardware or services that bypass any Software license restrictions and/or reduce the number of Client Devices, concurrent users and/or seats, as may be applicable, accessing or utilizing the Software (e.g., “multiplexing,” “pooling,” or third party add on software or hardware) expressly does not reduce the number of licenses required (i.e., the required number of licenses would equal the number of distinct inputs to the multiplexing or pooling software or hardware “front end”). If the number of Client Devices, concurrent users and/or seats that can potentially connect to the Software exceeds or has the potential to exceed the number of licenses You have obtained, then You must have a reasonable self-enforcing automatic mechanism in place to ensure that Your use of the Software does not exceed the use limits specified for the license You have obtained.

2. **Term.** Regardless of the location of the Software, You are responsible for strict compliance with any and all of the terms and conditions of this EULA. This EULA will terminate automatically if You fail to

comply with any of the limitations or other requirements described herein, and such termination shall be in addition to and not in lieu of any criminal, civil or other remedies available to DARGO BUSINESS SOLUTIONS. When this EULA terminates, You must immediately cease using the Software and destroy all copies of the Software. You may terminate this EULA at any point by destroying all copies of the Software. This EULA is effective unless and until You or DARGO BUSINESS SOLUTIONS terminates the EULA earlier, in accordance with the terms set forth herein.

3. **RESERVATION OF RIGHTS AND OWNERSHIP.** DARGO Business Solutions reserves all rights not expressly granted to you in this EULA. The Software is protected by copyright and other intellectual property laws and treaties. DARGO Business Solutions owns the title, copyright, and other intellectual property rights in the Software. The Software is licensed, not sold.
4. **LIMITATIONS ON REVERSE ENGINEERING, DECOMPILATION, AND DISASSEMBLY.** You may not reverse engineer, decompile, or disassemble the Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.
5. **SUPPORT SERVICES.** No technical support will be provided for the Software.
6. **LINKS TO THIRD PARTY SITES.** You may link to third party sites through the use of the Software. The third party sites are not under the control of DARGO Business Solutions, and DARGO Business Solutions is not responsible for the contents of any third party sites, any links contained in third party sites, or any changes or updates to third party sites. DARGO Business Solutions is not responsible for webcasting or any other form of transmission received from any third party sites. DARGO Business Solutions is providing these links to third party sites to you only as a convenience, and the inclusion of any link does not imply an endorsement by DARGO Business Solutions of the third party site.
7. **ADDITIONAL SOFTWARE/SERVICES.** This EULA applies to updates, supplements, add-on components, or Internet-based services components, of the Software that DARGO Business Solutions may provide to you or make available to you after the date you obtain your initial copy of the Software, unless we provide other terms along with the update, supplement, add-on component, or Internet-based services component. DARGO Business Solutions reserves the right to discontinue any Internet based services provided to you or made available to you through the use of the Software.
8. Submissions. Should You decide to submit any materials to DARGO BUSINESS SOLUTIONS via electronic mail, through or to DARGO BUSINESS SOLUTIONS website(s), or otherwise, whether as feedback, data, questions, comments, ideas, concepts, techniques, suggestions or the like, You agree that such submissions are unrestricted and shall be deemed non-confidential upon submission. You grant to DARGO BUSINESS SOLUTIONS and its assigns a non-exclusive, royalty-free, worldwide, perpetual, irrevocable license, with the right to sublicense, to use, copy, transmit, distribute, create derivative works of, commercialize, display and perform such submissions.
9. Restrictions. You may not rent, lease, sublicense, loan, sell, distribute, market or commercialize any portion of the Software. You may only use the Software on hardware that is under Your exclusive control. You may not permit any parent, affiliate, subsidiary or any other third parties to benefit from the use or functionality of the Software, either directly or via a facility management, timesharing, service bureau or any other arrangement; provided, however, that You may use the Software, as provided herein, to process the data of an affiliate or subsidiary of which You own more than fifty percent (50%); provided, however, You may not exceed the number of datasets specified on the applicable product packaging or accompanying documentation. You may not use the Software as part of a facility management, timesharing, or service bureau arrangement. You may not transfer any or all of the rights granted to You under this EULA. To the maximum extent this restriction is permitted under applicable law, except as expressly permitted in Section 1, You may not rename files of, modify, translate, localize, decompile, disassemble, decrypt, reverse engineer, attempt to derive

source code from, remove any proprietary notices from, or create derivative works based upon the Software, in whole or in part. You may not duplicate or copy any portion of the Software, unless otherwise set forth herein. You may not remove any proprietary notices or labels on the Software, including, but not limited to, the DARGO BUSINESS SOLUTIONS and product names wherever they may appear. All rights not expressly set forth hereunder are reserved by DARGO BUSINESS SOLUTIONS. DARGO BUSINESS SOLUTIONS reserves the right to periodically conduct audits upon advance written notice to verify compliance with the terms of this EULA.

10. **DISCLAIMER OF WARRANTIES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DARGO BUSINESS SOLUTIONS PROVIDES TO YOU THE SOFTWARE AS IS AND WITH ALL FAULTS; AND DARGO BUSINESS SOLUTIONS HEREBY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY (IF ANY) IMPLIED WARRANTIES, DUTIES OR CONDITIONS OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF RELIABILITY OR AVAILABILITY, OF ACCURACY OR COMPLETENESS OF RESPONSES, OF RESULTS, OF WORKMANLIKE EFFORT, OF LACK OF VIRUSES, AND OF LACK OF NEGLIGENCE, ALL WITH REGARD TO THE SOFTWARE, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATION, SOFTWARE, AND RELATED CONTENT THROUGH THE SOFTWARE OR OTHERWISE ARISING OUT OF THE USE OF THE SOFTWARE. ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT WITH REGARD TO THE SOFTWARE.
11. **EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL DARGO BUSINESS SOLUTIONS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE PRODUCT, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATION, SOFTWARE, AND RELATED CONTENT THROUGH THE PRODUCT OR OTHERWISE ARISING OUT OF THE USE OF THE PRODUCT, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS EULA, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF DARGO BUSINESS SOLUTIONS AND EVEN IF DARGO BUSINESS SOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
12. **APPLICABLE LAW.** This EULA is governed by the laws of Republic Croatia.
13. **ENTIRE AGREEMENT; SEVERABILITY.** This EULA (including any addendum or amendment to this EULA which is included with the Software) are the entire agreement between you and DARGO Business Solutions relating to the Software and the support services (if any) and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the Software or any other subject matter covered by this EULA. To the extent the terms of any DARGO Business Solutions policies or programs for support services conflict with the terms of this EULA, the terms of this EULA shall control. If any provision of this EULA is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect.