

# UPGRADE CONTRACT 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 LaFMS means LaFMS Business System, support tools and educational materials.

1.4. Business System LaFMS 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.

1.5. Support tools and educational materials 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.

1.6. Written instructions are the instructions for use of Business System. Only Written Documentation is relevant for defining an error.

The Provider provides the Client with written instructions for using the business system included in the price of the business system or with payment, regardless of point 1.5. Written instructions are available to the Client on the Provider's website.

1.7. The Upgraded Business System is Business System that inseparably contains the latest updates of LaFMS Business System for legislation changes, updates, 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).

1.8. 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.

1.9. 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.

1.10. 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.

1.11. 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.

1.12. 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.

1.13. Upgrade implies the right to transfer, by the Provider to the Client who has concluded a Upgrade Contract with him, the upgraded business system and the right to use the upgraded business system.

1.14. The upgrade price is the current upgrade price together with the historical upgrade price.

1.15. The actual upgrade price is the upgrade fee. It is expressed as a share of the sales price of the LaFMS licence.

1.16. The historical upgrade price is the fee for the period in which the Client did not have an Upgrade Contract, and the Client is charged for each month of use of the business system in which the Client did not have an Upgrade Contract, in accordance with the Provider's valid price list published on its website.

1.17. 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.

1.18. 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. 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.

1.20. 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](mailto:podrska@lama.hr).

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

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

## 2. Upgrade Contract conclusion

2.1. The Client sends the Provider information for the Upgrade Contract, which must contain the Client's name, i.e. company, name, i.e. registered office, VAT number and possibly other identification data, including the Client's e-mail address. The client bears sole responsibility for the correctness and truthfulness of the identification data that it provides to the Provider. On the basis of the above, the Provider sends an estimate or an invoice to the Client.

2.2. The upgrade Contract is always concluded for a period of 12 months from the date of acceptance of the estimate or invoice.

2.3. Upgrade contract is charged for each calendar month of upgrade started.

2.4. The Provider allows the Client to conclude the Upgrade Contract after the Client has paid the invoice.

2.5. The Client concludes the Upgrade Contract by ordering it from the Provider and starts the process of upgrading the business system. With this, the Client declares that he accepts all the provisions of the Upgrade Contract, which are consequently binding on him. During this procedure, the computer workstation from which the Client performs this action must be connected to the Internet for the entire duration of the procedure so that the Provider can record the acceptance of the Upgrade Contract.

2.6. By initiating the upgrade procedure, the natural person performing the action declares that he is the legal representative of the Client or a person authorized by the

Client to perform the mentioned action and that the Client declares that he agrees with the currently valid version of this Upgrade Contract published on the website of the service provider.

2.7. It is understood that the Client is aware of the content of this Contract 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.

2.8. If the Client does not agree with any provision of this Upgrade Contract, he may not enter into an Upgrade Contract or download, install and use the updated business system.

### **3. Intellectual property rights over the updated business system and terms of use of the updated one 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. The Client uses the upgraded business system based on the concluded Licence Agreement and Upgrade Contract.

3.3. For the upgraded business system, all the provisions of the Licence Agreement relating to the business system apply, except for the provisions of Article 2 (Conclusion of the Licence Agreement) and Article 6 (Limited Warranty).

### **4. Performing an upgrade**

4.1. The client has the right to upgrade the business system on the basis of the signed Upgrade Contract.

4.2. The Provider will endeavor to issue a new updated business system in a timely manner. The exact date and schedule of the release of the upgraded business system will be published on the Provider's website and is at the sole discretion of the Provider.

4.3. The Client can transfer the updated business system exclusively via a network server using Internet technologies that are built into the business system, regardless of whether the Client does not have access to the Internet.

4.4. The Client himself must start in the business system the transfer and installation process of the upgraded Business System.

4.5. The Provider's obligations related to the elimination of possible errors and support to the Client are valid only if the Client has installed the latest version of the upgraded business system.

4.6. The Provider must begin to remove the error that the Client has properly reported in the Help Desk support tool in a timely manner, considering the nature of the error, and no later than 45 (forty-five) days from the correct report.

4.7. The Provider will endeavor to issue an upgraded business system with appropriate legislative adjustments in a timely manner.

4.8. If the Client or a third party based on any Contract with the Provider has made any changes or adjustments to the business system that make it difficult or impossible to install or use the upgraded business system, the Client cannot demand from the Provider, based on any provision of the Upgrade Contract, Licence Agreement or additional agreements that the Provider ensures the normal installation or operation of the upgraded business system.

## 5. The Upgrade Price

5.1. The price of the upgrade is charged to the Client in accordance with the Provider's valid price list published on its website.

5.2. In the event that the Client has not concluded a Upgrade Contract for more than 7 (seven) days in a continuous period, in order to conclude a new Upgrade Contract, in addition to the current value of the renewal, he must also pay the historical value of the renewal, which is the total price of the renewal.

5.3. The Provider may change the method of calculating the upgrade price and/or its amount during the period in which it has an active Upgrade Contract for the Client. In this case, the Provider will execute the Contract without changing the conditions until the expiration of a period of 12 months from the conclusion of the Upgrade Contract or its last renewal. The contract will then be executed under the new terms of the Provider during the next 12-month period. The Client agrees with the new conditions of the Provider regarding the method of calculating the upgrade price and/or its amount if the Client does not terminate this Contract on Upgrade in accordance with the provisions of this Contract relating to the termination of the Contract. The Provider will inform the Client in a timely manner through the appropriate channels about the intended changes in the method of calculating the price of the upgrade and/or its amount, as well as about the possibility of terminating the Contract.

## 6. Provider's Disclaimer

6.1. 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).

6.2. 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



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or any other intervention in the business entrusted the system to persons other than the Provider's authorized support providers.

6.3. 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.

## 7. Contract validity and dancellation

7.1. This Upgrade Contract is concluded for 12 months, whereby the validity of the Contract is automatically extended to the next 12 months, unless the Client withdraws from this Upgrade Contract no later than 60 days before the end of the 12-month period.

7.2. Cancellation of the Upgrade Contract must be in writing and communicated to the opposite party in the usual way.

7.3. If the Client withdraws from the Contract in accordance with the earlier paragraphs of this article, he has no right to refund any advance payments already made for renewal in a certain period.

7.4. If the Client does not pay the estimate or the invoice for upgrade the business system for the next 12-month period when it is due, the Provider may immediately prevent the Client from upgrading the business system and exercising other rights under this Contract and immediately withdraw from the Upgrade Contract without having to give the Client an additional deadline for payment.

7.5. Cancellation of the Upgrade Contract does not affect the validity of the Licence Agreement.

7.6. Ako Naručitelj prekrši bilo koju odredbu ovog Ugovora, Ponuditelj može Naručitelju bez odlaganja onemogućiti korištenje poslovnog sustava ili njegova osvježavanja. Isto tako Ponuditelj u tom slučaju može otkazati ovaj Ugovor ili Licenčni ugovor. U zadnje

navedenom slučaju valjaju odredbe Licenčnog ugovora koje uređuju otkazivanje Licenčnog ugovora uslijed Naručiteljevog kršenja odredbi.

If the Client violates any provision of this Contract, the Provider may immediately prevent the Client from using the business system or its updates. Likewise, the Provider can cancel this Contract or the Licence Agreement in that case. In the latter case, the provisions of the Licence Agreement governing the cancellation of the Licence Agreement due to the Client's violation of the provisions shall apply.

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

## 8. Final provisions

8.1. The Client of the Upgrade Contract in its entirety, or any individual right that is part of this The Upgrade Contract may not transfer to third parties without the written consent of the Provider.

8.2. If any provision of the Upgrade Contract found to be invalid, this shall not affect the validity of the other provisions, which shall remain in full force and effect.

8.3. The Upgrade Contract represents the complete Upgrade Contract and replaces all possible other agreements on the subject of the Upgrade Contract, except when the Upgrade Contract stipulates that the Upgrade Contract is supplemented by the provisions of another contract or document, which include an estimate or an invoice.

8.4. This Upgrade Contract is concluded without the signature of the parties, in accordance with the provisions on the conclusion of the Upgrade Contract in Chapter 2.

8.5. In the event of a dispute related to any provision of the Upgrade Contract, the court in Split is competent, and the law of the Republic of Croatia shall apply.

Validity: from 01. 01. 2024.