

END-USER LICENSE AND PREMIUM SUPPORT AGREEMENT (EULA)

IMPORTANT: YOU SHOULD CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS BEFORE USING ENOVAPOINT SOFTWARE.

This end-user software license agreement (“**Agreement**”) is between you (either an individual or a single entity) and EnovaPoint, UAB (“**EnovaPoint**”) for the EnovaPoint software and associated media and printed materials, which may include online or electronic documentation (the “software”). By installing, copying, or otherwise using EnovaPoint Software, you agree to be bound by the terms and conditions of this agreement, including the software license and disclaimer of software warranty below. If you do not agree with the terms and conditions of this agreement, you should not install the software.

1. DEFINITIONS

- 1.1 “**Customer**” shall mean the entity which has purchased the Software and to which EnovaPoint provides Premium Support.
- 1.2 “**Software**” shall mean each EnovaPoint software program in object code format and the components licensed by EnovaPoint or its authorized partners to the Customer.
- 1.3 “**WFE**” (Web Front End) means a server in SharePoint farm that handles web page requests from users, processes the request and returns the data.
- 1.4 “**License**” has the meaning set forth in Section 2.1.
- 1.5 “**Licensed Server**” means a WFE server for which a License is obtained.
- 1.6 “**Support**” shall mean Technical Support services for Software purchased by the Customer from EnovaPoint. Technical Support services are dependent on the edition of the purchased Software. Support is delivered by highly skilled SharePoint and Software Experts.
- 1.7 “**Upgrade(s)**” shall mean minor and major releases which contain new functionality and functionality improvements during the Premium Support period.
- 1.8 “**Update(s)**” shall mean a new release of software which contains bug fixes.
- 1.9 “**Support Period**” shall mean the effective time period for which the Customer receives Support.
- 1.10 “**Edition**” shall mean the level of functionality of EnovaPoint Software purchased by the Customer.

2. GRANT OF LICENSE.

- 2.1 In consideration for your payment of any applicable license fee for the Software, EnovaPoint hereby grants to the Customer, non-transferable, non-assignable, non-exclusive right to use and execute the Software on a single SharePoint WFE server, for unlimited number of users, without right to sublicense the Software.
- 2.2 All rights not specifically granted to the Customer by this Agreement are reserved to EnovaPoint. Under no circumstance may you store, use, or allow the use of the Software in any manner on more WFE servers than licenses purchased. If your SharePoint farm contains more than one WFE server you should purchase a license for each WFE server in a SharePoint farm. In order to use the Software, all WFE servers must be the Licensed Servers.

3. SUPPORT SERVICES

3.1 During the Support Period, EnovaPoint agrees to provide to the Customer the technical support services on an as-needed basis, for the sole purpose of addressing technical issues relating to the use of the Software, at the level dependent on the Edition of the Software that has been purchased by Customer. The Customer is not entitled to receive Support outside of the Support Period. If the Software Edition purchased includes Premium Support, the section 3.2, and not section 3.3, shall apply, if the Software Edition purchased includes Standard Support, the section 3.3, and not section 3.2 shall apply.

3.2 Premium Support

3.2.1 **Support types:** Includes web, email, phone, online session or remote technical support, but exclude any on-site technical support by EnovaPoint personnel, its partners or subcontractors. Support is provided by SharePoint experts, Software developers and architects.

3.2.2 **Response time:** EnovaPoint uses commercially reasonable efforts to meet the response times set in time of Software purchase.

3.2.3 **Updates and Upgrades:** Includes Updates and/or enhancements generally made available to EnovaPoint customers from time to time, if any. Without limiting the generality of the foregoing, any requests for additional features or functionality that fall outside of EnovaPoint ongoing policy of updating and/or enhancing the Software are excluded from Premium Support.

3.3 Standard Support

3.3.1 **Support types:** Includes web, email technical support.

3.3.2 **Response time:** EnovaPoint uses commercially reasonable efforts to meet the response times set in time of Software purchase.

3.3.3 **Updates and Upgrades:** Includes big fixes only at the level dependent on the Edition of the Software.

3.4 In providing Support, EnovaPoint may record all or part of telephone calls and online meetings between the Customer and EnovaPoint for further investigation, quality assurance and training purposes in compliance with applicable laws.

3.5 Access to EnovaPoint's websites for the provision of Support may be suspended for brief periods due to scheduled maintenance and other factors.

3.6 Support Period either begins (i) on the date the Software was purchased or (ii) on the renewal date of the Support Period. Support should be renewed during an active Support period. In the event the Support expires, reinstatement of Premium Support should be purchased to cover the lapsed period since Support expiration.

3.7 Obligations of Customer

3.7.1 **Support process:** the Customer shall report the Software problems to the EnovaPoint support team using the support request page on <http://www.enovapoint.com/support/> or by email support@enovapoint.com, and be prepared to provide EnovaPoint with (i) a detailed description of the problem; (ii) detailed description of the environment running the Software. EnovaPoint may request that the Customer takes certain actions to determine whether the problem or error is related to the Software or another item. The Customer shall reasonably cooperate with EnovaPoint during this process.

3.7.2 **Access:** the Customer shall provide EnovaPoint with sufficient, free and safe access to the environment running the Software in the event that it is agreed that EnovaPoint will provide online support using desktop sharing.

- 3.7.3 **Backup and Restore:** the Customer shall keep adequate backup copies of data, databases, and application programs. The Customer also agrees that it is solely responsible for any and all restoration and reconstruction of lost or altered files, data and programs.
- 3.8 **Exclusions:** EnovaPoint has no obligations to (i) provide support where tools or software other than those supplied or approved by EnovaPoint have been incorporated with the Software; (ii) provide support for hardware and software platforms damaged by the Customer or hardware and software platform failures caused by the Customer; (iii) import or export customer data, create or modify custom business rules or reports, or support custom modifications to databases, active server pages, or other code, components or programs; (iv) provide Support for problems that cannot be reproduced in running the Software in a configuration meeting published EnovaPoint specifications.
- 3.9 EnovaPoint reserves the right to withdraw Support services of the Software, and to alter the prices, terms and conditions for annual Support in advance of any renewal of Support. Any such withdrawal or alterations will become effective as of such renewal date.

4. SOFTWARE USE RESTRICTIONS

You may not distribute, lease, transfer for profit, loan, or otherwise convey the Software or any portion thereof to anyone. Evaluation versions available for download from EnovaPoint's websites may not be distributed without the prior written consent of EnovaPoint. Except in accordance with the License you shall not copy, duplicate, reverse engineer, decompile, or disassemble any portion of the Software. If you dispose of any media or apparatus containing the Software, you will ensure that you have completely erased or otherwise destroyed any Software contained on such media or stored on such an apparatus. You may not remove or alter EnovaPoint's trademarks, logos, or legal notices included in the Software or related assets.

5. INTELLECTUAL PROPERTY

You have purchased a license to the Software, and your rights are subject to this License. Except as expressly licensed to you herein, EnovaPoint reserves all right, title, and interest in the Software (including all characters, storyline, images, photographs, graphics, animations, video, music, and text), and all associated copyrights, trademarks, and other intellectual property rights therein. This License is limited to the intellectual property rights of EnovaPoint and its licensors in the Software and does not include any rights to other patents or intellectual property.

6. EXPORT RESTRICTIONS

You agree to abide by existing applicable export control laws and agree not to transfer the Software to a foreign national or national destination, which is prohibited by such laws, without first obtaining, and then complying with, any requisite government authorization. You certify that you are not a person with whom EnovaPoint is prohibited from transacting business under applicable law.

7. TERM AND TERMINATION

If you fail to fulfill any of your material obligations under this Agreement, EnovaPoint and/or its licensors may pursue all available legal remedies to enforce this Agreement, and EnovaPoint may, at any time after your default of this Agreement, terminate this Agreement, Support Services, all licenses and rights granted to you under this Agreement. You agree that EnovaPoint licensors referenced in the Software are third-party beneficiaries of this Agreement and may enforce this Agreement as it relates to their intellectual property. You further agree that, if EnovaPoint

terminates this Agreement for your default, you will, within thirty (30) days after any such termination, deliver to EnovaPoint or render unusable all Software originally provided to you hereunder and any copies thereof embodied in any medium.

8. GOVERNING LAW

This agreement is governed by the laws applicable in Lithuania, and the parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Lithuania.

9. WARRANTIES.

EnovaPoint provides the Software to you as is and without warranty of any kind, express, implied or otherwise, including without limitation any warranty of merchantability or fitness for a particular purpose. EnovaPoint does not warrant against interference with your enjoyment of the software, that the software will meet your requirements, that operation of the software will be uninterrupted or error-free, that the Software will be compatible with third party software, or that any errors in the software will be corrected. No oral or written information or advice given by any EnovaPoint employee, representative, or distributor will create a warranty for the Software, and you may not rely on any such information or advice.

10. CONFIDENTIALITY

EnovaPoint and Customer agree to hold each other's Confidential Information in confidence and not to disclose it to any third party without the prior written consent of the disclosing party. 'Confidential Information' shall mean the information disclosed by the discloser or its affiliates, which is identified as confidential, or which can reasonably be considered confidential due to its nature, or in the circumstances surrounding disclosure. Confidential Information does not include information which: (i) is in the public domain; (ii) was or lawfully becomes known to the receiver; or (iii) was independently developed by the receiver. The parties agree to use such Confidential Information of the disclosing party only as it relates to the performance of the party's obligations under these terms. Further, the receiving party shall use the same degree of care it uses with respect to its own confidential information to prevent the unauthorized disclosure to a third party, but in no event less than reasonable care.

EnovaPoint will never access, compile, record and/or distribute information or data managed, to be managed, sent or to be sent by the Customer using the Software, unless at the express request of Customer for technical support purposes.

11. LIMITATION OF LIABILITY

In no event shall EnovaPoint or its licensors be liable to you for any special, consequential, incidental or indirect damages of any kind (including without limitation the cost of cover; damages arising from loss of data, use, profits or goodwill; or property damage), whether or not EnovaPoint has been advised of the possibility of such loss, however caused and on any theory of liability arising out of this agreement. These limitations shall apply notwithstanding the failure of essential purpose of any limited remedy. EnovaPoint liability arising out of this software license agreement and/or your use or possession of the Software, including without limitation any and all claims combined, will not exceed the amount of the license fee for the software provided under this agreement.

12. LAWS GOVERNING WARRANTIES AND LIABILITY

The law(s) of a jurisdiction may define the scope of warranty to be provided for products or the manner in which a supplier's liability may be limited, and such law(s) shall govern this Agreement only to the extent a party protected by such law(s) cannot waive the protection thereof by contract. So the limitation and exclusion above may not apply to you, and you may have other rights that vary from state, territory, or principality to state, territory, or principality.

13. RELATION OF THE PARTIES

- 13.1 Nothing in this Agreement will create or imply an agency relationship between EnovaPoint and Customer, nor will this Agreement be deemed to constitute a joint venture or partnership between the parties.
- 13.2 EnovaPoint may reproduce, display and use Customer trade-marks and trade-names for the limited purpose of advertising Customer use of the Software in any of EnovaPoint promotional materials, unless or until Customer notifies EnovaPoint in writing via email to sales@enovapoint.com that Customer does not agree to let EnovaPoint reproduce, display and use Customer's trade-marks and trade-names for such purpose.
- 13.3 Customer may not reproduce, display or use EnovaPoint trade-marks and trade-names without the prior written consent of EnovaPoint.

14. MODIFICATION OF AGREEMENT

The Agreement may not be modified except by a written addendum agreed to by EnovaPoint and the Customer or conditions described in Section 3.9.