

End user license agreement for Docubird plugins in Microsoft 365

1. AGREEMENT

This Xblox B.V. ("Xblox") end user license agreement ("EULA") is an agreement between you (a legal entity) ("User") and Xblox for the use of the Docubird Microsoft 365 add-in for smart document management and the associated online or electronic documentation ("Software").

Please read this EULA carefully. By installing or using the Software, User indicates that it agrees, consents and becomes bound by this EULA. If User is signed up for activation, User agrees to this EULA, and the Software will be activated.

User acknowledges that it has the legal authority to bind the company and/or entity that User represents to all the terms of this EULA. If User does not have the legal authority to bind the company and/or entity that User represents to this EULA, User shall not install or use the Software.

2. GRANT OF LICENSE

2.1. The Software is licensed to User, not sold. Subject to the conditions and limitations set forth in this EULA, User has the following rights and powers with respect to the Software.

2.2. If User is a legally licensed user of the Software, User is entitled to use it and to develop and test applications with the Software, subject to the limitations set forth in Section 4;

2.3 This EULA does not grant User any rights with respect to the Software other than as set forth herein.

3. SUBSCRIPTION AND UPDATES

3.1. Xblox licenses the Software on a subscription basis. A subscription is for an indefinite period of time ("Subscription Term") from the date of activation of the Software.

3.2. The subscription fee is monthly and is invoiced on the first of the month. Xblox has the right to adjust the subscription fee monthly and will inform User in writing two (2) months before the adjusted subscription fee takes effect.

3.3. Simultaneously with entering into this EULA, User provides Xblox with a billing address for the billing referred to under 3.2. After the end of the Subscription term, the invoicing will be terminated.

3.4. In case of non-timely payment and after reminder of User to pay the subscription fee, Xblox has the right to deactivate the Software.

3.5. During the Subscription Term and after payment of the Subscription Fee, User is eligible for all major updates to the Software.

4. LIMITATIONS

4.1. Only registered Users are licensed to use the Software, subject to the terms and conditions set forth in this EULA. Use of the Software is subject to the following restrictions.

4.2. User may not distribute or resell the Software or any derivative work using the Software,

4.3. User may not transfer, sub-license or modify all or part of the Software. In particular, the EULA is not transferable.

4.4. User may not reverse engineer, decompile or disassemble the Software.

4.5. User may not reproduce or distribute Software documentation without express written consent of Xblox.

4.6. Xblox provides activation per individual insert of the Software. Registering the Software add-ons for different users or companies on the same computer is not permitted.

5. DISTRIBUTION

5.1 User may NOT redistribute the Software unless User is explicitly authorized by Xblox as a reseller and User has entered into a related Distribution Agreement with Xblox.

5.2 Authorized resellers may redistribute the Software only in accordance with the conditions set forth in the Distribution Agreement.

6. TRANSFER

User may not transfer the Software to any person or entity without Xblox's express written consent.

7. RENT

User may not rent, lease or lend the Software.

8. DISCONTINUING SOFTWARE

Xblox reserves the right to terminate the provision of the Software, whether as a stand-alone product or solely as a component, at any time. However, Xblox is obligated to provide support for a period of one (1) year after the date of termination.

9. TERMINATION

9.1. Each of the Parties can terminate the EULA subject to a written notice of at least one (1) month. After the end of the EULA, the use of the Software by User is automatically deactivated by Xblox.

9.2. Xblox may terminate this EULA immediately out of court and without notice in the event of non-compliance with any provision of this EULA by User. Upon such termination, the use of the Software by User shall be immediately deactivated by Xblox.

10. TRIAL PERIOD

Xblox may grant User a trial period for the use of the Software. During the trial period, User may install and use the Software for a period of up to 30 calendar days from the date of installation (the "trial period"). User may not use applications for commercial purposes developed with trial versions of the Software. After the trial period ends, User's use of the Software will be charged the monthly fee.

11. SUPPORT

Xblox only provides second line support on the Software to Xblox certified partners. For support, User must use a registered Xblox Partner. For registered Xblox Partners, please visit www.docubird.com.

12. GUARANTEE

The Software and documentation are provided "AS IS." Xblox makes no warranties about the Software and hereby expressly disclaims all warranties or conditions, including without limitation the implied warranties and representations of fitness for a particular purpose, use, merchantability and non-infringement.

13. LIABILITY

13.1 The total liability of Xblox, whether in contract, tort or otherwise, for damages suffered by User as a result of or in connection with this EULA, is limited to the subscription fees for the Software actually paid by User during the twelve-month period immediately preceding the damage-causing event.

13.2 In no event shall Xblox be liable for loss of revenue, profits, goodwill, lost computer time, damage to or loss of data or documents, or indirect, incidental, punitive or consequential damages suffered or incurred by User in connection with this EULA.

13.3 Xblox is not responsible or liable for any modifications or other changes to the Software or any service and support for the Software performed by the User or provided by third parties. Nor is Xblox responsible or liable for any defects resulting from external factors, including other programs, or a result of integration with or interaction between User's own hardware.

14. INTELLECTUAL PROPERTY

14.1 Xblox retains all ownership and intellectual property rights (expressly including copyright) of the Software, derivative works. User's failure to observe these rights of Xblox by User is considered a material breach of this EULA.

14.2 The Software is confidential and a copyrighted work of Xblox and is protected by international copyright laws and treaty provisions.

14.3 User may not remove the proprietary statement from the Software or documentation.

15. APPLICABLE LAW AND DISPUTES

15.1 This EULA contains the entire EULA between the two parties and supersedes all other agreements, written, oral, expressed or implied.

15.2 This EULA is governed by Dutch law. All disputes arising from this EULA shall be submitted exclusively to the competent court of the District Court of Rotterdam, location Rotterdam, the Netherlands

15.3 The applicability of the Vienna Sales Convention is excluded.