



END USER LICENSE AGREEMENT

Factory d.o.o. Microsoft Dynamics Software

Version: 1.0 **Effective date:** 1.6.2026. **Governing law:** Republic of Croatia

IMPORTANT — READ CAREFULLY BEFORE INSTALLING OR USING THE SOFTWARE

This End User License Agreement (“Agreement”) is a legally binding contract between you (the **Customer**) and **Factory d.o.o.** (the **Licensor**). By installing, accessing, or using the Software, the Customer agrees to be bound by the terms of this Agreement. If the Customer does not accept these terms, the Customer must not install or use the Software and must contact the Licensor or the Reseller to arrange a return or cancellation.

This Agreement is incorporated into and forms part of the **Commercial Agreement** between the Licensor (or Reseller) and the Customer. In the event of any conflict between this Agreement and the Commercial Agreement regarding use rights, this Agreement shall prevail.

Article 1 — Definitions

The following capitalised terms have the meanings set out below:

“Agreement” means this End User License Agreement, including any schedules or annexes attached to it.

“Licensor” means Factory d.o.o. with its registered seat in Croatia, Virovitica, Ulica Poduzetnička zona II 18, personal identification number: 47726994562, EUID: HRSR.010083924, a company incorporated under Croatian law, being the publisher of the Software.

“Customer” means the legal entity — company, organisation, or sole trader — that has entered into a Commercial Agreement with the Licensor or an authorised Reseller to obtain rights to use the Software. The Customer must be acting in a professional or commercial capacity (*poduzetnik* within the meaning of the Croatian Obligations Act).

“Commercial Agreement” means the order form, subscription agreement, or other written contract entered into between the Licensor (or Reseller) and the Customer that governs the commercial terms of the licence, including fees, Licence Term, and deployment type. This Agreement is incorporated into and forms part of the Commercial Agreement.



“User” means any individual who accesses or uses the Software in any capacity — whether as an employee, contractor, external adviser, or otherwise — on behalf of the Customer. Users are not parties to this Agreement; only the Customer is. The Customer is liable for all acts and omissions of its Users under this Agreement.

“Software” means the Microsoft Dynamics add-on application(s) published by the Licensor, as identified in the Commercial Agreement, including all updates, patches, and new versions delivered to the Customer during the Licence Term.

“Cloud Deployment” means a deployment of the Software hosted on Microsoft Azure or within a Microsoft Business Central Software-as-a-Service environment operated under a Microsoft Tenant.

“On-Premises Deployment” means a standalone installation of the Software on servers owned or controlled by the Customer or a third-party hosting provider selected by the Customer.

“Microsoft Tenant” means the Customer’s Microsoft cloud environment, identified by a unique Microsoft tenant identifier.

“Reseller” means an authorised third party through whom the Customer may have obtained commercial access to the Software. The Reseller acts as a contact point between the Licensor and Customer. The Customer will sign a contract with the Licensor and the Reseller will get a reward for closing the agreement.

“Enhancement Plan” means the service under which the Customer receives Software updates, regulatory and legislative changes, and support access during the Licence Term, as described in the Commercial Agreement.

“Licence Term” means the period during which the Customer is authorised to use the Software, as specified in the Commercial Agreement.

“Data Processing Agreement” (DPA) means the separate written agreement governing the Licensor’s processing of personal data on behalf of the Customer, as required under Article 28 of the General Data Protection Regulation (EU) 2016/679 (GDPR).

“Confidential Information” means any non-public information disclosed by either party in connection with this Agreement, including but not limited to source code, technical documentation, pricing, and business or customer data.

“Documentation” means the user manuals, technical specifications, online help materials, and other written or electronic materials published by the Licensor that describe the functionalities and operation of the Software.



Article 2 — Licence Grant

2.1 Grant of rights

Subject to the Customer's compliance with this Agreement and payment of applicable fees under the Commercial Agreement, the Licensor grants the Customer a:

- **non-exclusive,**
- **non-transferable,**
- **Non-sublicensable**

limited right to install and use the Software during the Licence Term, solely for the Customer's own internal business operations, in accordance with the Documentation, and only in the deployment type(s) specified in the Commercial Agreement.

The source code is not publicly available. The Software is classified as proprietary software, and the Licensee is granted only limited rights of use in accordance with this Agreement. The Software is protected by copyright worldwide.

2.2 The Software is licensed, not sold

This Agreement does not transfer ownership of the Software or any intellectual property rights in the Software to the Customer. The Customer acquires only the limited right of use described in this Article 2. All rights not expressly granted are reserved by the Licensor.

2.3 Authorised Users

The Customer may permit its employees and, solely to the extent necessary to process the Customer's own data, its external contractors and advisers, to access the Software as Users. The Customer must ensure that all Users comply with this Agreement. The Customer remains fully liable for any breach of this Agreement by a User.

Licence keys and access credentials are personal to each authorised User. Users must not share or duplicate their credentials. Credentials may be reassigned to a replacement individual when the original User is no longer active.

Any attempt to bypass, share, or manipulate the activation process shall constitute a material breach of this Agreement.

The Customer shall not manipulate, alter, move, remove, disable, suppress, switch off or bypass any technical protection mechanisms or licensing mechanisms of the Software, including but not limited to license keys or activation controls, directly, or through the use of intermediaries, white-labelling, segmentation of services or other arrangements designed to avoid licensing obligations.



2.4 Permitted deployment types

The Customer is authorised to deploy the Software in the mode(s) stated in the Commercial Agreement:

Deployment	Conditions
Cloud Deployment	One licence per Microsoft Tenant. The Customer must maintain a valid Microsoft subscription for the underlying platform at its own cost. Microsoft's terms govern the platform layer; this Agreement governs the Software only.
On-Premises Deployment	The Customer is responsible for the server environment, security, backup, and maintenance. The Licensor has no obligation in respect of the Customer's infrastructure or any third-party hosting environment.

2.5 Scope restriction — entities covered

The licence covers only the Customer legal entity identified in the Commercial Agreement (identified by its Croatian OIB or equivalent VAT registration number). Subsidiaries, affiliates, and related companies are **not** covered unless explicitly stated in the Commercial Agreement. Each separate legal entity requires a separate licence.

2.6 B2B restriction — no consumer use

The Software is designed exclusively for use by legal entities and sole traders acting in a professional or commercial capacity (*poduzetnici*) within the meaning of the Croatian Obligations Act (*Zakon o obveznim odnosima*). Use of the Software by consumers (*potrošači*) within the meaning of the Croatian Consumer Protection Act (*Zakon o zaštiti potrošača*) is **not permitted**. If the Customer is a consumer, this Agreement does not apply and the Customer must not use the Software.

The Customer shall not use the Software in projects, products, or environments that require granting rights to, or the disclosure of, the source code.



Article 3 — Intellectual Property

3.1 Ownership

The Licensor, its affiliates, or its suppliers own and retain all title, copyright, and other intellectual property rights in and to the Software, the Documentation, and all copies thereof. Nothing in this Agreement transfers any such rights to the Customer.

3.2 No modifications

The Customer must not modify, adapt, translate, or create derivative works based on the Software, in whole or in part, without the prior written consent of the Licensor. Any permitted modification must be governed by a separate written agreement with the Licensor.

Any modification, customisation, or extension of the Software carried out without the Licensor's written consent:

- immediately voids all warranty obligations of the Licensor under Article 7;
- releases the Licensor from all liability arising from or in connection with the modified Software;
- does not affect the Customer's other obligations under this Agreement.

3.3 Copyright notices

The Customer must not alter, remove, or obscure any copyright notices, trademark legends, proprietary markings, or other intellectual property notices that appear in or on the Software or the Documentation.

3.4 Third-party components

The Software may include or be accompanied by third-party software components distributed under separate licence terms ("Third-Party Components"). The Licensor will make the applicable third-party licence terms available to the Customer on request or through the Documentation.

The Licensor disclaims all warranties and liability in respect of Third-Party Components to the maximum extent permitted by law, except in cases of the Licensor's own wilful misconduct.

Article 4 — Prohibited Use

The Customer must not, and must ensure that Users do not:



1. **Modify or reverse engineer** — modify, adapt, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Software, except to the minimum extent that cannot be prohibited by applicable mandatory law. The statutory exception for interoperability decompilation under Croatian copyright law (*Zakon o autorskom pravu i srodnim pravima*, Article 112) applies only where the Customer has first requested the necessary information in writing from the Licensor and the Licensor has refused or failed to provide it within a reasonable time.
2. **Distribute or make available** — rent, lease, lend, sell access to, or otherwise make the Software available to any third party, except as expressly permitted under this Agreement.
3. **Business process outsourcing** — use the Software to provide services to third-party clients (business process outsourcing, managed services, or bureau services). A separate Commercial Agreement is required for any such use.
4. **Commercial hosting** — use the Software as part of a commercial hosting, cloud, or software-as-a-service offering made available to parties other than the Customer.
5. **Circumvent controls** — circumvent, disable, bypass, or tamper with any technical protection measures, licence validation mechanisms, digital rights management systems, or security controls incorporated in the Software.
6. **Assign without consent** — assign, transfer, or novate this Agreement or any rights under it without the prior written consent of the Licensor, except as permitted under Article 12.
7. **Export violations** — export or re-export the Software or any Confidential Information in violation of applicable EU, Croatian, or other applicable export control laws and regulations.
8. **Unlawful use** — use the Software in any manner that violates applicable law, infringes any third-party intellectual property rights, or endangers the operation or security of the Software or any connected system.

Article 5 — Updates and Enhancement Plan

5.1 Delivery of updates

During an active Licence Term under which an Enhancement Plan is in effect, the Licensor will make available to the Customer:

- corrective updates and patches;
- updates required to reflect changes in applicable law or regulation;
- new versions of the Software as they are generally released.



Updates are subject to the terms of this Agreement unless delivered under a separate written agreement that expressly supersedes it.

5.2 Licensor's right to modify

The Licensor reserves the right to modify the Software and any related online or cloud components at any time. Where a modification materially reduces the functionality of the Software as documented, the Licensor will provide the Customer with reasonable advance written notice.

5.3 No obligation without active Enhancement Plan

The Licensor has no obligation to deliver updates, corrections, or new versions to a Customer whose Enhancement Plan or subscription has expired or been terminated.

Article 6 — Microsoft Platform Relationship

The Software operates within the Microsoft Dynamics / Business Central platform ecosystem. The following applies:

- The Customer must independently maintain a valid Microsoft subscription for the underlying platform. The Licensor is not responsible for Microsoft's platform availability, modifications, or discontinuation.
- Microsoft's own end-user licence terms, Cloud Agreement, and applicable platform policies govern the platform layer and are independent of this Agreement.
- This Agreement governs only the Licensor's Software and does not modify, supersede, or substitute any Microsoft terms.
- The Licensor is not an agent, representative, or guarantor of Microsoft and makes no representations on Microsoft's behalf.

Article 7 — Limited Warranty

7.1 Scope of warranty

The Licensor warrants that the Software will **substantially perform the functionalities described in the Documentation** during the Licence Term, under normal and intended use conditions and when properly configured in accordance with the Documentation.

7.2 Exclusions

This warranty does not cover, and the Licensor gives no warranty in respect of, any defect, failure, or non-performance arising from:



- the Customer's or any User's **misuse** of the Software, including use contrary to the Documentation or this Agreement;
- **misconfiguration** of the Software, the Customer's infrastructure, or any connected third-party systems;
- the Customer's failure to follow the Licensor's Documentation, setup guides, or reasonable written instructions;
- modifications to the Software made by the Customer or any third party without the Licensor's written authorisation;
- incompatibilities arising from the Customer's own IT environment, hardware, operating systems, or third-party integrations not supplied by the Licensor;
- causes external to the Software, including hardware failure, network outages, or third-party service interruptions.

7.3 Warranty remedies

If the Software fails to substantially perform the functionalities described in the Documentation during the Licence Term in a manner covered by this warranty, the Customer must notify the Licensor in writing with reasonable detail. The Licensor's sole obligation and the Customer's exclusive remedy shall be:

Scenario	Remedy
Documented defect confirmed	Licensor will repair or replace the Software at no additional charge within a commercially reasonable time.
Repair or replacement not possible within a reasonable time	Proportional refund of pre-paid fees for the remaining unused portion of the Licence Term.
Trial, evaluation, or free licence	No warranty is provided. The Licensor's maximum liability in respect of a trial or free licence is EUR 10.

If the Software fails to comply with the warranty set forth hereinbefore, and such failure is not excluded from warranty pursuant to this provision, the Customer shall promptly notify the Licensor via JIRA Support Platform of such failure or via e-mail **bundle-support@factory.dev**, at its sole option.

The Customer shall provide the Licensor with all information the Licensor reasonably requests to resolve the reported failure, including sufficient information to enable the Licensor to recreate such failure.

If the Licensor repairs or replaces the Software, the warranty will continue to run from the Effective Date and not from Licensee's receipt of the repair or replacement.



The Licensor shall address the Customer's notification of failure within 3 (three) working days, but is not obligated to fix bugs. The remedies set forth in this section are the Customer's sole remedies and Licensor's sole liability under the limited warranty set forth in this section.

Except for the limited warranty set forth in this section, the Software and documentation are provided "as is" and the Licensor hereby disclaims all warranties, whether express, implied, statutory, or otherwise.

Prior to reporting any defect or error, The Customer must carry out an analysis of the system environment as far as possible to ensure that the defect or error is not due to system components that are not covered by this Software. Violations of the obligations to co-operate may result in additional costs for the Licensor, in which case the Customer must reimburse the Licensor for such costs in accordance with the price list set forth in the Commercial Agreement.

7.4 Mandatory statutory rights

Nothing in this Article 7 affects or excludes any mandatory warranty rights to which the Customer may be entitled under the Croatian Obligations Act (*Zakon o obveznim odnosima*) or applicable EU law that cannot be waived by agreement.

Article 8 — IP Infringement Defence

8.1 Licensor's obligation

The Licensor warrants that, to its reasonable knowledge at the time of delivery, the unmodified Software does not infringe any third-party intellectual property rights valid in the European Union.

If a third party brings a claim against the Customer alleging that the Customer's authorised use of the unmodified Software infringes that third party's intellectual property rights, the Licensor will, at its own cost:

- (a) defend the Customer against the claim;
- (b) indemnify the Customer against damages and costs finally awarded by a competent court; and
- (c) at its sole option: (i) modify the Software to remove the infringing element while preserving substantial functionality; (ii) obtain a licence permitting the Customer's continued use; or (iii) terminate the affected licence and refund a proportional amount of the pre-paid fees for the remaining unused Licence Term.

8.2 Conditions

The obligations in Article 8.1 apply only if the Customer:



- (a) promptly notifies the Licensor in writing of the claim;
- (b) grants the Licensor sole control over the defence and any settlement negotiations; and
- (c) provides the Licensor with reasonable co-operation and assistance at the Licensor's cost.

8.3 Exclusions

Article 8.1 does not apply where the alleged infringement arises from:

- modifications to the Software made by the Customer or any third party without the Licensor's written consent;
- the combination of the Software with products, software, or data not supplied by the Licensor;
- the Customer's use of the Software contrary to this Agreement or the Documentation; or
- the Customer's failure to implement an update provided by the Licensor that would have avoided the infringement.

Article 9 — Limitation of Liability

9.1 Liability cap

he Licensor's total aggregate liability to the Customer for all claims arising under or in connection with this Agreement, whether in contract, tort (including negligence), or otherwise, for any: (a) consequential, incidental, indirect, exemplary, special, enhanced, or punitive damages; (b) increased costs, diminution in value or lost business, production, revenues, or profits; (c) loss of goodwill or reputation; (d) inability to use, loss, interruption, delay or recovery of any data, or breach of data or system security; or (e) cost of replacement goods or services, shall not exceed an amount equal to the **proportional value of the remaining unused Licence Term at the time the claim arises**, calculated as a proportion of the total fees paid or payable by the Customer under the applicable Commercial Agreement.

Example: if the Customer has paid EUR 12,000 for a 12-month Licence Term and a claim arises after 8 months, the remaining unused term is 4 months (33.3%) and the liability cap is EUR 4,000.

This cap may be varied by express written agreement in the Commercial Agreement (for example, a higher cap negotiated for an enterprise deployment).

The Customer shall indemnify the Licensor against all third-party claims (claims arising from infringement of copyright, patent or trademark, competition law infringement or data protection law infringement and other) asserted against the Licensor in connection with



the Customer's use of the Software, unless these claims are based on intentional or grossly negligent behavior of the Licensor.

Article 10 — Data Protection

10.1 Customer as data controller

The Customer is the data controller for all personal data entered into, stored in, or processed through the Software. The Customer is solely responsible for ensuring that its use of the Software complies with the General Data Protection Regulation (EU) 2016/679 (GDPR), the Croatian *Zakon o provedbi Opće uredbe o zaštiti podataka* (NN 42/18), and all other applicable data protection laws.

10.2 Data Processing Agreement

Where the Licensor processes personal data on behalf of the Customer (for example, in the context of cloud hosting, technical support, or Software telemetry), such processing is subject to a separate **Data Processing Agreement (DPA)** that complies with GDPR Article 28. The Customer must execute a DPA with the Licensor before any such processing commences. The Licensor will not process the Customer's personal data for its own purposes without a lawful basis.

10.3 Anonymised usage data

The Licensor may collect, process, and use **anonymised and aggregated** usage and telemetry data derived from the Customer's use of the Software for the purpose of improving and developing the Software. Such data will not contain or be derived from personal data identifiable to any individual.

The Software may automatically collect and transmit non-personal statistical data related to its installation and use, including but not limited to the number of records in the database, installed modules, system configuration, and usage metrics ("Usage Data"). Such data is collected solely for the purposes of product improvement, support, and analytics. The Customer agrees not to interfere with the collection and transmission of Usage Data.

10.4 Data at end of term

Upon termination or expiry of the Licence Term, the Licensor will, at the Customer's written request, delete or return the Customer's personal data held by the Licensor, unless the Licensor is required by applicable law to retain it. The specific timelines and process for data deletion or return shall be governed by the DPA.



Article 11 — Compliance Audit

11.1 Audit right

The Licensor may, at its own cost, audit the Customer's use of the Software to verify compliance with this Agreement no more than **once per calendar year**, unless a prior audit has revealed material non-compliance.

11.2 Audit conditions

Any audit carried out under this Article shall be:

- preceded by a minimum of **30 days' prior written notice** to the Customer;
- conducted during the Customer's normal business hours and in a manner that minimises disruption to the Customer's business;
- carried out by an **independent auditor** appointed by the Licensor and bound by written confidentiality obligations; and
- limited in scope to records, systems, and information directly relevant to the Customer's use of the Software.

11.3 Results and remediation

If an audit reveals that the Customer has underpaid or under-licensed the Software, the Customer shall promptly pay the outstanding fees. If the underpayment exceeds **5% of the total fees due** during the audited period, the Customer shall additionally reimburse the Licensor for the reasonable costs of the audit. The Licensor's right to terminate or suspend for material breach under Article 13 is not affected.

Article 12 — Assignment

12.1 Customer

The Customer may not assign, transfer, novate, or otherwise deal with this Agreement or any rights or obligations under it without the prior written consent of the Licensor.

12.2 Licensor

The Licensor may assign this Agreement without the Customer's consent in connection with a merger, acquisition, corporate restructuring, or sale of substantially all of the Licensor's business assets, provided that the assignee assumes in writing all of the Licensor's obligations under this Agreement and the Customer is notified of the assignment without undue delay.



Article 13 — Term and Termination

13.1 Term

13.2 Termination for material breach

Either party may terminate this Agreement with immediate effect by written notice if:

- the other party commits a **material breach** of this Agreement and fails to remedy the breach within **30 days** of receiving written notice identifying the breach and requiring its remedy; or
- the other party becomes insolvent, enters administration, receivership, or liquidation, or ceases to carry on business.
- the other Party's use of the Software violates applicable law or infringes third-party intellectual property rights,
- if performance is prevented by force majeure for a period exceeding thirty (30) days (war and natural disasters affecting the country of the Customer or the Licensor).

13.3 Licensor's right to suspend or terminate for payment default or endangerment

The Licensor may, without prejudice to its other rights:

- terminate this Agreement with immediate effect if the Customer fails to pay any sum due under the Commercial Agreement within **14 days** of receiving written notice of the overdue payment; or
- suspend the Customer's access to the Software (to the minimum extent and for the minimum duration necessary) if the Customer or any User engages in conduct that endangers the Software, the Licensor's systems, or any third party,
- terminate the Agreement if the Licensor discontinues the Software.

13.4 Effect of termination

Upon termination or expiry of this Agreement for any reason:

- all licences granted under this Agreement terminate immediately;
- the Customer must cease all use of the Software in 2 working days from the notice, uninstall all copies and backups from all systems, and destroy or return all copies and backups in its possession;
- on the Licensor's written request, the Customer must provide written certification that it has complied with the foregoing;
-
- refunds (if any) shall be calculated in accordance with Article 7.3 and the Commercial Agreement.



In the event that the Customer continues to use the Software after the expiration or termination of this Agreement, such use shall be deemed a material breach of this Agreement. The Customer shall be liable to pay: (a) all applicable license fees for the entire period of unauthorized use, calculated on a pro-rata basis, with the fee increased by one hundred percent (100%) of the regular price, which constitutes a pre-estimated damages amount agreed between the Parties to compensate the Licensor for the harm caused by unauthorized use; and (b) any additional damages or costs incurred to the Licensor as a result of such unauthorized use, including legal fees and enforcement costs. Licensor reserves the right to seek injunctive relief and any other remedies available under applicable law to prevent further unauthorized use of the Software.

13.5 Survival

The following provisions survive expiry or termination of this Agreement for any reason: Articles 1, 3, 7.4, 9, 10, 11, 13.4, 13.5, 14, 15, 16, and 17.

Article 14 – Confidentiality

14.1 Obligations

The Licensor or the Customer may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media, and whether or not marked or designated as long as it is identified and stipulated as "confidential" (hereinafter: "Confidential Information").

Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party.

Each party shall hold the other party's Confidential Information in strict confidence and shall not disclose it to any third party without the prior written consent of the disclosing party, except:

- to employees, contractors, or advisers of the receiving party who have a need to know and are bound by written confidentiality obligations no less protective than those in this Article; or
- as required by applicable law, court order, or regulatory authority, provided that the receiving party gives the disclosing party prompt prior written notice (where legally permitted) and co-operates with any reasonable request by the disclosing party to seek a protective order.



14.2 Duration

Confidentiality obligations under this Article continue for **3 years** after the expiry or termination of this Agreement, or for such longer period as may be required by applicable law for specific categories of information.

Article 15 — Governing Law and Dispute Resolution

15.1 Governing law

This Agreement is governed by and construed in accordance with the **law of the Republic of Croatia**, without reference to its conflict of law provisions.

15.2 Amicable resolution

Before commencing any legal proceedings, the parties shall attempt to resolve any dispute, controversy, or claim arising out of or in connection with this Agreement by good-faith negotiation for a period of **30 days** following written notice from the claiming party identifying the dispute.

15.3 Jurisdiction

If the dispute is not resolved within the period referred to in Article 15.2, it shall be submitted to the **exclusive jurisdiction of the competent court in Bjelovar, Republic of Croatia**.

15.4 EU mandatory mechanisms

Nothing in this Article prevents the Customer from using any mandatory alternative dispute resolution or consumer redress mechanism required by applicable EU law.

Article 16 — General Provisions

16.1 Entire agreement

This Agreement, together with the applicable Commercial Agreement and any DPA, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, warranties, and understandings of the parties relating to the Software.

16.2 Amendments

No amendment to this Agreement is valid or binding unless made in writing and duly signed by authorised representatives of both parties.



16.3 Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable under applicable law, that provision shall be modified to the minimum extent necessary to make it enforceable, and the validity and enforceability of the remaining provisions shall not be affected.

16.4 Waiver

Failure or delay by either party to exercise any right or remedy under this Agreement shall not constitute a waiver of that right or remedy, nor shall any single or partial exercise of a right or remedy preclude any other or further exercise thereof.

16.5 Notices

All notices required or permitted under this Agreement must be in writing and delivered by:

- email with documented delivery confirmation; or
- registered post or courier with acknowledgement of receipt,

to the addresses specified in the Commercial Agreement. Notices sent by e-mail take effect immediately upon sending provided that no delivery failure notification is received by the sender and notices sent by registered post or courier upon confirmed receipt.

Each Party shall ensure that the email and postal addresses provided are valid and monitored, and shall promptly notify the other Party of any changes.

16.6 Language

This Agreement is made available in Croatian and may also be provided in English. In the event of any conflict or inconsistency between the Croatian-language version and any translation, the **Croatian-language version shall prevail**

16.7 Relationship of the parties

Nothing in this Agreement creates a partnership, joint venture, agency, employment, or franchise relationship between the parties. Neither party has authority to bind the other.

Article 17 — Acceptance

By installing, activating, or using the Software, or by signing the Commercial Agreement that incorporates this Agreement by reference, the Customer confirms that it has read, understood, and agrees to be bound by the terms of this Agreement.

Factory d.o.o. [Registered address] OIB: [OIB] [Contact email]

Factory d.o.o.
Poduzetnička zona II 18,
Virovitica 33 000
Croatia

OIB
47726994562

MBS
010083924

IBAN
HR05 2407 0001 1004 9047 4, OTP banka d.d.

Registarski sud Trgovački sud u Bjelovaru. Temeljni kapital 3.120,00 EUR uplaćen u cijelosti.
Članovi uprave Ivica Horvat, Matej Sudar, Matija Solić i Marko Marincel



hello@factory.dev /
www.factory.dev

End of End User License Agreement

Factory d.o.o.
Poduzetnička zona II 18,
Virovitica 33 000
Croatia

OIB
47726994562

MBS
010083924

IBAN
HR05 2407 0001 1004 9047 4, OTP banka d.d.

Registarski sud Trgovački sud u Bjelovaru. Temeljni kapital 3.120,00 EUR uplaćen u cijelosti.
Članovi uprave Ivica Horvat, Matej Sudar, Matija Solić i Marko Marincec