

DACONS

<http://www.dacons.net>

DACONS Mailit Plug-in & Apps License Agreement

Last updated: June 2026

Licensor/Publisher: Dacons UG (haftungsbeschränkt), Am Fürstenweiher 31, 69118 Heidelberg, Germany (“Dacons”, “we”, “us”).

Licensee: The person or entity installing, using, or purchasing a license (“you”).

This Software License Agreement (“Agreement”) governs your use of the Dacons software product Mailit, including related plug-ins, example files, documentation, updates, upgrades, license keys, and associated materials made available by Dacons (together, the “Software”).

By downloading, installing, activating, copying, or using the Software, you agree to be bound by this Agreement. If you do not agree to this Agreement, you must not install or use the Software.

If you are accepting this Agreement on behalf of a company or other legal entity, you represent that you have authority to bind that entity. In that case, “you” and “your” refer to that entity.

1. Scope of Agreement

This Agreement applies to the Software version made available with this Agreement and to any installation, download, activation, update, upgrade, or use of the Software after the Effective Date.

This Agreement supersedes prior versions of the license terms for the Software version made available with this Agreement and for any use, installation,

download, update, or upgrade after the Effective Date. Earlier licenses remain governed by the agreement applicable at the time of purchase unless you install or use a later Software version made available under this Agreement.

This Agreement may be replaced only by a later version published by Dacons with a later effective date.

Your order confirmation, invoice, license certificate, license key, or other written confirmation from Dacons or its authorized reseller may define additional commercial terms, including license tier, number of users, server usage, update entitlement period, pricing, and support eligibility. In case of conflict, the order confirmation applies only to those commercial details; this Agreement governs the legal use of the Software unless expressly stated otherwise.

2. License Grant

Subject to your compliance with this Agreement and payment of applicable fees, Dacons grants you a limited, non-exclusive, non-transferable license to install and use the Software according to the license type and license scope/tier you purchased.

The Software is licensed, not sold. Dacons and its licensors retain all rights, title, and interest in and to the Software, including all intellectual property rights.

You may use the Software only within the scope of the license tier purchased. Your license tier may restrict or define, among other things:

- * number of users;
- * number of workstations;
- * local network and location usage;
- * server usage;
- * web or server-side use;
- * site usage;
- * world/company-wide usage;

- * developer usage;
- * redistribution rights;
- * use in customer solutions.

You must not exceed the license scope/tier purchased.

3. License Types and Update Entitlement

3.1 Trial License

Trial licenses are provided solely for evaluation, are time-limited, and may contain technical limits. You must not deploy Trial Software in production. You must not circumvent time limits or technical restrictions.

3.2 Perpetual License

A Perpetual License grants you the right to use the licensed Software indefinitely, subject to this Agreement and the license scope/tier you purchased.

A Perpetual License does not expire. You may continue using the last Software version you were entitled to use for as long as you comply with this Agreement.

The perpetual right to use the Software does not include an unlimited right to receive future Updates, Upgrades, compatibility releases, bug fixes, security updates, support, or other new Software versions. Access to newer Software versions is governed by the Update Entitlement rules below.

3.3 Updates, Upgrades, and Update Entitlement

For purposes of this Agreement:

“Updates” means maintenance releases, bug fixes, minor improvements, performance improvements, security updates, compatibility adjustments, and other changes to the Software.

“Upgrades” means new major releases, new versions, or releases that Dacons designates as requiring a new license entitlement.

“Update Entitlement” means the period during which your license allows you to access and use Updates and Upgrades released by Dacons for the licensed product and license tier.

Unless your order confirmation states otherwise, a new Perpetual License includes 12 months of Update Entitlement from the purchase date.

During the Update Entitlement period, you may access and use Updates and Upgrades released by Dacons for the licensed product and license tier.

After the Update Entitlement period ends, you may continue using the last Software version you were entitled to use indefinitely. However, you are not entitled to access or use newer Updates or Upgrades released after the end of your Update Entitlement.

Dacons may determine, at its discretion, whether a release is an Update, an Upgrade, or otherwise requires a new license entitlement.

3.4 Update Renewal

An Update Renewal extends your Update Entitlement for an additional 12-month period, unless your order confirmation states otherwise.

An Update Renewal does not replace your Perpetual License. It extends your access to newer Updates and Upgrades released during the renewed Update Entitlement period.

To remain eligible for an Update Renewal, you must purchase the Update Renewal before your current Update Entitlement expires.

If your Update Entitlement expires before you purchase an Update Renewal, your right to renew the Update Entitlement ends. In that case, you may continue using the last Software version you were entitled to use, but to access newer Software versions you must purchase a new license, unless Dacons expressly offers another upgrade, reinstatement, or renewal option.

Dacons may provide reminders before the expiry of your Update Entitlement, but failure to receive such reminders does not extend your Update Entitlement or your renewal eligibility.

Update Renewal pricing, availability, and eligibility may depend on your license tier and the current product offering.

3.5 Expiry of Update Entitlement

The expiry of your Update Entitlement does not terminate your Perpetual License. After expiry:

* you may continue using the last Software version you were entitled to use;

* your license key may not activate Software versions released after the expiry date;

* access to newer Updates, Upgrades, compatibility releases, bug fixes, security updates, and other new Software versions requires the purchase of a new license, unless Dacons expressly offers another upgrade, reinstatement, or renewal option;

* support availability may be limited unless you have an active Update Entitlement or a separate support agreement. If you require support outside your Update Entitlement, Dacons may require you to purchase a new license.

3.6 License Scope / Tier

Your license scope/tier determines how the Software may be used, including but not limited to the number of users, server usage, site usage, world/company-wide usage, developer usage, or redistribution rights.

Update Entitlement does not expand the license scope/tier you purchased. If you require broader usage rights, you must purchase the appropriate license tier or an approved tier upgrade.

An Update Renewal extends only the Update Entitlement for the same licensed product and license tier. It does not upgrade your license to a higher tier and does not grant additional users, server rights, site rights, world/company-wide rights, developer rights, or redistribution rights.

4. License Tiers

The exact license scope is determined by the license tier purchased and confirmed in your order confirmation, invoice, license certificate, license key, or other written confirmation from Dacons or its authorized reseller.

Unless expressly stated otherwise, the following general principles apply.

4.1 Single User License

A Single User License permits use of the Software by one individual user on one local workstation or as otherwise stated in the order confirmation.

It does not include server-side usage, web usage, redistribution rights, or use by multiple users.

4.2 Network License

A Network License permits use by the number of users specified in the purchased tier within one organization and within the scope stated in the order confirmation.

Network Licenses do not include server-side usage unless expressly included in the purchased tier.

4.3 Server License

A Server License permits use of the Software in server-side FileMaker workflows within the scope stated in the order confirmation.

Server usage may include FileMaker Server scripts, hosted workflows, scheduled tasks, or similar usage only if included in the purchased license tier.

Server Licenses may be platform-specific. Unless your order confirmation expressly states otherwise, a Server License for Windows/macOS permits server-side use of the Software only on supported Windows and macOS FileMaker Server installations.

Use of the Software on Linux FileMaker Server requires a separate Linux Server License, if offered. A Windows/macOS Server License does not automatically include Linux Server usage rights.

If your deployment uses multiple server platforms, multiple server installations, standby/failover servers, staging systems, or development/test servers, additional licenses or platform-specific entitlements may be required unless expressly included in your purchased license tier or order confirmation.

4.4 Site & Server License

A Site & Server License permits use within one physical business location or site and includes server usage as stated in the order confirmation.

The license does not extend to additional locations unless expressly stated.

4.5 World & Server License

A World & Server License permits use within the licensed organization across multiple business locations, subject to the scope stated in the order confirmation.

It does not grant redistribution rights to third parties unless expressly included.

4.6 Developer License

A Developer License permits use of the Software for development and, where expressly included, distribution of solutions incorporating or requiring the Software, subject to the license scope and redistribution rules stated by Dacons.

A Developer License does not grant ownership of the Software and does not permit sublicensing except as expressly allowed by Dacons.

Developer redistribution rights may be limited by number of solutions, customers, servers, users, territories, or other restrictions stated in the order confirmation or applicable product terms.

4.7 Tier Upgrades

If your usage exceeds your purchased tier, you must purchase an appropriate tier upgrade or new license.

An Update Renewal is not a tier upgrade.

5. License Key, Activation, and Validation

The Software may require a license key, activation, online validation, or other technical measures to verify your license rights.

You must not:

- * share license keys beyond the licensed scope;
- * publish, resell, rent, lease, lend, or transfer license keys without authorization;
- * bypass activation or validation mechanisms;
- * modify the Software to avoid license checks;
- * use a license key for a higher or different license tier than purchased.

Dacons may use technical measures to determine whether a license key is valid for a particular Software version, build release date, license tier, platform, or usage type.

A license key may fail to activate newer Software versions if your Update Entitlement has expired or if the version is outside the scope of your license.

6. Restrictions

Except as expressly permitted by this Agreement or mandatory law, you must not:

- * copy the Software except as necessary for licensed use or backup;
- * modify, adapt, translate, or create derivative works of the Software;
- * reverse engineer, decompile, disassemble, or otherwise attempt to derive source code, except where mandatory law expressly permits it;
- * remove or obscure copyright notices, trademarks, license notices, or proprietary markings;
- * circumvent technical protection, license, or activation mechanisms;
- * rent, lease, lend, sell, sublicense, distribute, host, outsource, or make the Software available to third parties except as expressly permitted by your license tier;
- * use the Software to provide a competing product or service;
- * use the Software in violation of applicable law;
- * use the Software beyond the purchased license scope.

7. Example Files, Starter Solutions, and Documentation

The Software may include example files, starter solutions, scripts, layouts, documentation, sample code, or other materials.

Unless otherwise stated, you may use and adapt such materials internally to implement the Software within your licensed FileMaker solutions.

You may not remove Dacons copyright notices or represent Dacons sample materials as your own standalone product.

Redistribution of example files, starter solutions, scripts, or other materials to third parties is permitted only if your license tier expressly allows redistribution or if Dacons gives written permission.

Documentation is provided for use with the Software and may not be republished or distributed separately without permission.

8. Third-Party Services and Dependencies

The Software may interact with third-party services, platforms, APIs, or providers, including but not limited to FileMaker, Claris, Google, Gmail, Microsoft, Microsoft 365, Microsoft Graph, Amazon Web Services, mail servers, OAuth providers, operating systems, TLS libraries, or other third-party technologies.

Dacons does not control third-party services or platforms. Third-party providers may change, suspend, restrict, or discontinue APIs, authentication methods, security requirements, pricing, terms, or functionality.

Dacons is not responsible for failures, limitations, or changes caused by third-party services, platforms, providers, operating systems, mail servers, or network infrastructure.

Updates may be required to maintain compatibility with third-party changes. Access to such Updates is governed by your Update Entitlement.

9. Support

Support may be provided according to Dacons' then-current support policy, your license tier, your Update Entitlement status, or any separate support agreement.

Unless expressly stated otherwise, purchase of a license does not guarantee unlimited support, custom development, implementation services, training, migration assistance, or priority response.

Support availability may be limited if your Update Entitlement has expired.

Dacons may require you to install the latest Software version for which you are eligible before providing support. If you require support outside your Update Entitlement, Dacons may require you to purchase a new license.

10. Fees, Payment, Taxes, and Reseller

Fees are due as stated in the applicable order process, invoice, or order confirmation.

Purchases may be processed by Dacons or by an authorized reseller or merchant of record. If a reseller or merchant of record processes the transaction, that reseller may handle payment, tax calculation, invoicing, refunds, and payment-related customer communication.

Prices may be shown excluding taxes. Taxes, VAT, GST, sales tax, withholding tax, currency conversion, payment fees, or other charges may apply depending on your location and the payment process.

You are responsible for providing accurate billing, tax, and contact information.

Except where mandatory law provides otherwise, fees are non-refundable unless Dacons or its authorized reseller expressly states otherwise.

11. Audits and Compliance

Dacons may request reasonable information to verify compliance with this Agreement, including license tier, number of users, server usage, deployment scope, redistribution scope, and customer distribution where applicable.

You agree to cooperate with reasonable compliance checks.

If your use exceeds your license scope, you must promptly purchase the required additional licenses, tier upgrades, or other rights.

Dacons reserves the right to suspend or terminate licenses in cases of material breach, license misuse, piracy, unauthorized redistribution, or circumvention of license mechanisms.

12. Ownership and Intellectual Property

The Software and all related intellectual property rights are owned by Dacons or its licensors.

No rights are granted except those expressly stated in this Agreement.

All trademarks, product names, company names, and logos are the property of their respective owners.

You retain ownership of your own FileMaker solutions, data, scripts, and content. Dacons does not claim ownership of your data or your independent solution logic.

13. Data Protection and Privacy

The Software may process email data, credentials, tokens, attachments, logs, or other information depending on your implementation and configuration.

You are responsible for configuring and using the Software in compliance with applicable data protection, privacy, confidentiality, employment, archiving, and communications laws.

You are responsible for obtaining any required consents, permissions, or legal bases for processing email or personal data.

Dacons' collection and processing of personal data in connection with licensing, support, downloads, purchases, or website use is governed by Dacons' applicable privacy policy.

14. Confidentiality

The Software, license keys, non-public documentation, technical information, pricing information, beta versions, and support communications may contain confidential information of Dacons.

You must protect such confidential information against unauthorized disclosure and use it only for purposes permitted by this Agreement.

This section does not apply to information that is publicly available through no breach by you, independently developed without use of Dacons confidential

information, or lawfully obtained from a third party without confidentiality obligation.

15. Warranty Disclaimer

The Software is provided “as is” and “as available” unless mandatory law requires otherwise or Dacons expressly provides a written warranty.

Dacons does not warrant that the Software will be error-free, uninterrupted, compatible with all systems, compatible with all third-party services, or suitable for your particular purpose.

You are responsible for testing the Software before production use, maintaining backups, securing credentials and tokens, and ensuring that your FileMaker solution and email workflows operate correctly.

Nothing in this Agreement limits statutory rights that cannot be excluded or restricted under applicable law.

16. Limitation of Liability

To the maximum extent permitted by applicable law, Dacons is not liable for indirect, incidental, special, consequential, punitive, or exemplary damages, including loss of profits, loss of revenue, loss of data, business interruption, loss of goodwill, replacement costs, or loss caused by third-party services.

Dacons’ total liability arising out of or related to this Agreement or the Software is limited to the fees paid for the relevant license during the twelve months preceding the event giving rise to liability, unless mandatory law requires otherwise.

Nothing in this Agreement limits liability for intent, gross negligence, injury to life, body, or health, mandatory product liability, fraud, or any liability that cannot be excluded or limited under applicable law.

17. Termination

This Agreement remains in effect until terminated.

Your rights under this Agreement terminate automatically if you materially breach this Agreement and fail to cure the breach within a reasonable period after notice, or immediately if the breach cannot be cured, including unauthorized copying, sharing, circumvention, or redistribution.

Upon termination, you must stop using the Software and delete or destroy unauthorized copies.

Termination does not affect payment obligations, confidentiality obligations, restrictions on use, ownership rights, warranty disclaimers, liability limitations, or other provisions that by their nature should survive.

Expiry of Update Entitlement is not termination of your Perpetual License.

18. Export Control and Legal Compliance

You must comply with all applicable export control, sanctions, import, technology transfer, and trade compliance laws.

You must not use, export, re-export, transfer, or provide the Software in violation of applicable law or to prohibited persons, entities, countries, or uses.

19. Assignment and Transfer

You may not assign, transfer, sublicense, or otherwise dispose of your rights under this Agreement without prior written consent from Dacons, except where mandatory law provides otherwise.

Dacons may assign this Agreement in connection with a merger, acquisition, corporate reorganization, sale of assets, or transfer of the Software business.

20. Changes to Products, Pricing, and Availability

Dacons may change product names, features, pricing, license tiers, update policies, support policies, product availability, and technical requirements for future purchases.

Such changes do not reduce your right to continue using the last Software version you were entitled to use under a valid Perpetual License, subject to this Agreement.

Dacons is not obligated to continue offering Update Renewals, Upgrades, reinstatement options, or specific license tiers indefinitely.

21. Governing Law and Jurisdiction

This Agreement is governed by the laws of the Federal Republic of Germany, excluding conflict-of-law rules and excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

If you are a merchant, legal entity under public law, or special fund under public law, exclusive place of jurisdiction is Heidelberg, Germany.

Mandatory consumer protection rules remain unaffected.

22. Severability

If any provision of this Agreement is invalid, unenforceable, or ineffective, the remaining provisions remain in full force.

The invalid or unenforceable provision shall be replaced by a valid and enforceable provision that comes closest to the economic purpose of the original provision, to the extent permitted by law.

23. Entire Agreement

This Agreement, together with your order confirmation and any applicable written product terms, constitutes the entire agreement between you and Dacons regarding the Software.

No oral or informal statements modify this Agreement.

Any amendment must be in written or legally valid electronic form unless Dacons publishes a later version of this Agreement for future Software versions, Updates, Upgrades, downloads, installations, or purchases.

24. Contact

For license, support, or legal questions, contact:

Dacons UG (haftungsbeschränkt),

info@dacons.de

Am Fürstenweiher 31, 69118 Heidelberg, Germany

www.dacons.net