MOREDYNAMICS
Licensing bv

More Dynamics Licensing bv software

AXtension® Online license agreement

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1. NOTICE TO USER

THESE LICENSE TERMS ARE AN AGREEMENT BETWEEN MORE DYNAMICS LICENSING BV AND YOU. THIS AGREEMENT APPLIES TO ALL SOFTWARE (SUBSCRIPTION) LICENSES OFFERED TO YOU, PROVIDED WITH THE TRADEMARK AXTENSION® AND INTENDED TO BE USED ONLINE, IN COMBINATION WITH A MICROSOFT DYNAMICS 365 UNIFIED OPERATIONS ONLINE (SUBSCRIPTION) LICENSE OR A MICROSOFT DYNAMICS 365 CUSTOMER ENGAGEMENT ONLINE (SUBSCRIPTION) LICENSE. MORE DYNAMICS LICENSING BV IS THE INTELLECTUAL PROPERTY OWNER OF AXTENSION® SOFTWARE.

BY INSTALLING, HAVING INSTALLED, ATTEMPTING TO INSTALL, OR USING THE SOFTWARE YOU ACCEPT THIS AGREEMENT. IF YOU DO NOT ACCEPT THIS AGREEMENT, YOU MAY NOT INSTALL, HAVE INSTALLED, ATTEMPT TO INSTALL, OR USE THE SOFTWARE.

PLEASE READ THIS AGREEMENT CAREFULLY. IF YOU COMPLY WITH THIS AGREEMENT, YOU HAVE THE RIGHTS BELOW.

2. GENERAL TERMS

You may use the AXtension® Software as expressly permitted in this document. Licensor reserves all other rights. You must acquire the appropriate (subscription) licenses required for using the AXtension® Software.
AXtension® Software can only operate in combination with certain Microsoft Dynamics 365 applications.

3. DEFINITIONS

The definitions of certain terms used in this agreement are set forth below.

- "Affiliate" means any legal entity that Owns, is Owned by, or that is under common ownership with a party.
- "Bundle" means in relation to AXtension® Shipping Connect a subscription license for a package of a fixed number of shipments. Each Bundle has a maximum validity of one year from purchase date. When the Bundle is consumed this automatically means the termination of the subscription license on the day the last shipment of the package is consumed. Subsequently for new shipments a new Bundle needs to be purchased.
- "Customer Data" means all data, including all text, sound, video, or image files, and software, that are provided to Licensor, or on behalf of you through use of the Software. Customer Data does not include Support Data.
- "Device" means a single personal computer, workstation, terminal, handheld computer, mobile phone, personal digital assistant, or other electronic device.
- "GDPR Terms" means the terms in Attachment 1, under which Licensor makes binding commitments regarding its processing of Personal Data as required by Article 28 of the General Data Protection

Regulation of the European Union. Only with respect to AXtension® Shipping Connect may Licensor in some cases be considered as a processor of Personal Data.

- "Instance" means an image of Software that is created by executing the Software's setup or install procedure or by duplicating such an instance. "run an Instance" means loading an Instance of the Software into memory and executing one or more of its instructions. Once running, an Instance is considered to be running (whether or not its instructions continue to execute) until it is removed from memory.
- "Internal business purpose" means managing your business, but not that of an independent third party.
- "LCS" means Lifecycle Services. LCS is a Microsoft application management portal that provides tools and services for managing the application lifecycle of your Microsoft Dynamics 365 implementations in the cloud and on-premises. LCS features, such as software deployment and patching are used by Licensor to help support on-premises deployments of the Software.
- "Licensor" means More Dynamics Licensing bv, with its main address located at Noorderpoort 9d, 5916 PJ Venlo, The Netherlands.
- "Online" means via the Internet.
- "OSE" (Operating System Environment) means all or part of an operating system Instance, or all or part of a virtual (or otherwise emulated) operating system Instance, that enables separate machine identity (primary computer name or similar unique identifier) or separate administrative rights, and Instances of applications, if any, configured to run on all or part of that operating system Instance. There are two types of OSEs, physical and virtual. A physical hardware system can have one physical OSE and/or one or more virtual OSEs. The operating system Instance used to run hardware virtualization software or to provide hardware virtualization services is considered part of the physical OSE.
- "Own" means more than 50% ownership.
- "Partner" means the entity that has signed a channel Partner agreement with either Licensor or with AXtension bv, authorizing it to market and distribute copies of the Software. As used in this agreement or related documents, references to "Partner" refer solely to marketing relationships and do not refer to or imply a legal Partnership. Partner always acts as intermediary for licenses directly between Licensor and you.
- "Personal Data" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an Online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- "PML" means a Purchase plus Maintenance License, i.e. a right to use the AXtension® Solution by paying a purchase price plus an annual maintenance fee in return. You acquire a right to use the AXtension® Solution Software after paying a one-time only purchase price and an annual maintenance fee per user. Your right to use the AXtension® Solution Software on the basis of a PML continues for as long as you are continuing paying the annual maintenance fee.
- "Production environment" means any environment where you are running an Instance of the Software to conduct activities for your Internal business purpose. It does not include any environment where you

are running an Instance of the Software to develop, test, debug or perform non-production activities with the Software or programs for the Software.

- "Server" means a physical (or virtual) hardware system capable of running Server Software. A hardware partition or blade is considered to be a separate physical hardware system.

- "Server Software" means the components of this Software that provide services or functionality on your Server.

- "SL" means a Subscription License, i.e. a non-perpetual right to use the AXtension® Solution by paying a periodic subscription fee in return. Your right to use the AXtension® Solution on the basis of a SL continues for as long as you are continuing paying the periodic subscription fee.

- "Software" means:

  (i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and

  (ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

  Software may be provided to you via an Online service.

- "Solution" means AXtension® Software. A Solution in this agreement is meant to be used Online in combination with Microsoft Dynamics 365 Unified Operations or Microsoft Dynamics 365 Customer Engagement and their logical successors.

- "Start Care Package" means a combination of subscription licenses and services available to you during the implementation of the Solutions AXtension®Invoice Processing, AXtension® Project Management Suite (i.e. AXtension® Visual Planning for Projects, AXtension® Visual Planning for Production and AXtension® Project Cost Control) and AXtension® Content Gate. Licensing of said Solutions shall commence with a Start Care Package. A Start Care Package expires at the moment the AXtension® Software is moved to the Production environment or 18 months after the effective commencement date of the Start Care Package. Upon expiration the number of SLs required for the number of users that will use the Software in the Production environment shall be purchased. A Start Care Package contains an unlimited number of licenses only for test purposes during implementation.

- "Support Data" means all data, including all text, sound, video, image files, or Software, that are provided to Licensor by or on behalf of you through an engagement with AXtension bv to obtain technical support for the Software covered under this agreement.

- 'you' means the legal entity that has entered into this agreement with Licensor and that entity's Affiliates.

4. SOFTWARE LICENSE

1. The Software is licensed, not sold. Licensor is willing to license the Software to you in accordance with the terms and conditions set forth in this Agreement. This agreement only gives you some rights to use the Software. Licensor reserves all other rights. Unless applicable law or a separate written contract with Licensor gives you more rights despite this limitation, you may use the Software only as expressly permitted in this agreement. In doing so, you must comply with, and may not work around, any technical limitations in the Software that allow you to use it only in certain ways. Your right to use the Software may be revoked if you do not comply with the terms of this agreement. Rights to use the Software do not give you any right to implement Licensor's patents or other Licensor intellectual property. You may use the Software only for your Internal business purposes. You also must not:

   - reverse engineer, decompile, or disassemble the Software, except and only to the extent that applicable law expressly permits, despite this limitation;
   - make more Instances of the Software than specified in this agreement, or allowed by applicable law, despite this limitation;
   - publish the Software for others to copy;
   - distribute, rent, lease, lend or sublicense (copies of) the Software, not even if you are not using the Software(licenses) yourself; or
   - use the Software for commercial Software hosting services.

   You may not download or otherwise remove copies of Software or source code from an Online Service except as explicitly authorized.

2. Your right to use the Software begins when your applicable AXtension® SL, PML or Start Care Package is activated and ends when your applicable AXtension® SL, PML or Start Care Package ends. You must uninstall the Software from all of your (hosted) systems when your right to use it ends. Licensor may disable the Software at that time.

3. AXtension® Solutions are computer Software, designed to be an add-on to Microsoft Dynamics 365. Hence the AXtension® Solutions shall only function in cooperation with a Microsoft Dynamics 365 Unified Operations license or a Microsoft Dynamics 365 Customer Engagement license and in accordance with the Microsoft Online Service Terms (OST). In order to be able to use the AXtension® Solutions you shall ensure to have a valid Microsoft Dynamics 365 Unified Operations license and/or a valid Microsoft Dynamics 365 Customer Engagement license in place. The Microsoft license and the AXtension® license may have a different duration. If the Microsoft license is terminated this does not automatically also terminate the AXtension® license and vice versa.

4. The ability to access and extract Customer data produced as a result of using the AXtension® Solutions will first and foremost be organized by Microsoft in accordance with the Microsoft Online Service Terms. This equally applies to the terms and conditions for retaining Customer data. Microsoft commits to implementing, maintaining and following appropriate technical and organizational measures intended to protect your Customer Data against accidental, unauthorized or unlawful access, disclosure, alteration, loss, or destruction. Licensor can neither be held accountable nor liable in this respect.

5. The Software is licensed based on:
   - The number of your users that access the Software; and

- The tasks enabled by your users in the Software; and
- The duration of the license.

6. AXtension® Solutions are, depending on the Solution, licensed based on (i) module, (ii) named user or (iii) a combination of the two. AXtension® Invoice Processing user Licences shall be distinguished in Full User Licenses and Approver Licenses. AXtension® Shipping Connect shall be licensed based on Bundles.

7. If you request Licensor or Partner to create a customer specific modification to the Software, Licensor reserves the right to, at some point in time, integrate (part of) this modification or equivalent functionality into a new version of the Software. Licensor nor Partner will be obliged to pay you any restitution or compensation for said modification.

8. The Software may contain third party proprietary Software components. Unless otherwise disclosed in that Software, Licensor, not the third party, licenses these components to you under Licensor's license terms and conditions.

9. The Software contains Microsoft programs. If separate license terms accompany those components, the license terms with those components apply to your use of the components instead of these license terms.

10. You may not transfer the Software and/or a SL / PML or Start Care Package to a third party without Licensor's and Partner's prior written consent. There may be additional charges for transferring them to a third party.

11. The license terms of this Online License Agreement do also apply to any updates or hotfixes of the Software, even if they were not supplied (again) when the update or hotfix was provided to you.

12. When you purchase or extend an AXtension® license, the then-current MDL AXtension® Online License Agreement will apply and it will not change until the renewal date of your subscription or the renewal date of your maintenance fee. Licensor will send you the applicable Online License Agreement upon your request.

13. AXtension® Licenses do not contain any Azure SQL Database Storage, nor any Azure Binary Large Objects (BLOB) cloud storage for files and binary data, nor any other type of data storage and/or data backup facilities. You shall turn to your Microsoft Reseller or to Microsoft, should such data storage facilities be required. For AXtension® Content Gate a Microsoft Dynamics 365 sandbox is required. AXtension bv will be able to provide you with this sandbox.

14. You are not allowed to access an Online AXtension® Solution:
    - in a way prohibited by law, regulation, governmental order or decree;
    - to violate the rights of others;
    - to try to gain unauthorized access to or disrupt any service, Device, data, account or network;
    - to spam or distribute malware;
    - in a way that could harm the Online AXtension® Solution or impair anyone else's use of it; or
    - in any application or situation where failure of the Online AXtension® Solution could lead to the death or serious bodily injury of any person, or to severe physical or environmental damage.

Violation of the terms in this section shall result in your and not Licensor's liability with regard to any damage that occurs. It shall also result in suspension of your access to the Online AXtension® Solution. Licensor will suspend your access only to the extent reasonably necessary. Unless Licensor believes an immediate suspension is required, Licensor will provide reasonable notice before suspending your access to an Online AXtension® Solution.

5. INSTALLATION AND USE RIGHTS

1. It is not allowed to duplicate license keys without Licensor's prior written consent.

2. The Software shall be deployed via LCS. You shall have an LCS portal in place to be able to install the Software and to receive any updates. Licensor needs, at least temporarily, access to your LCS portal to be able to provide you with the Software and any updates.

3. You may make multiple Instances of the Software for backup, development, and testing purposes, so long as such Instances are not used in a Production environment and backup, development and testing is for your Internal business purposes only.

4. You may install and use permitted copies of the Software on Servers and other Devices that are under the day-to-day management and control of third parties, provided all such Servers and other Devices are and remain fully dedicated to your use. You are responsible for all of the obligations under this Online license agreement regardless of (the physical location of) the Server upon which the Software is used.

6. USER LICENSES

1. Basically you shall license each specific user of each AXtension® Solution with a Full user license for such Solution. For users of AXtension® Invoice Processing paragraph 4 below shall apply. For users of AXtension® Content Gate paragraph 5 below shall apply. For AXtension® Shipping Connect paragraph 6 below shall apply. For AXtension® Data Anonymizer paragraph 7 below shall apply.

2. Typically the AXtension® Solutions will be merged with one of the Microsoft Dynamics 365 Unified Operations applications Supply Chain Management or Finance. AXtension® Data Anonymizer will be merged with Microsoft Dynamics 365 Customer Engagement.

3. For AXtension® Visual Planning for Projects, AXtension® Visual Planning for Production and AXtension® Project Cost Control the total number of Full user licenses for such Solution required, shall equal the sum of your Microsoft Dynamics 365 Supply Chain Management and Finance base user licenses and Activity user licenses.

4. For AXtension® Invoice processing the total number of Full user licenses required, shall equal the sum of your Microsoft Dynamics 365 Supply Chain Management and Finance base user licenses. Every Microsoft Dynamics 365 Supply Chain Management Activity user and Team Member user that needs to approve invoices via the AXtension® Invoice Approval App shall be licensed with a Approver license. Every Microsoft Dynamics 365 Finance Activity user and Team Member user that needs to approve invoices via the AXtension® Invoice Approval App shall be licensed with a Approver license.

5. For AXtension® Content Gate the total number of AXtension® Content Gate user licenses required, shall be equal to the number of named users that require access to AXtension® Content Gate.

6. For AXtension® Shipping Connect instead of user licenses it is required to purchase Bundles of a certain quantity.

7. For AXtension® Data Anonymizer the total number of Full user licenses required, shall be equal to the sum of your Microsoft Dynamics 365 Customer Engagement base user licenses.

8. Be aware that the Microsoft Dynamics 365 Customer Engagement and Unified Operations user license for any user is defined by its respective access to Microsoft Dynamics 365 itself. This may be a different type of user license compared to the user licenses of Licensor. For more details about the Microsoft policy, please refer to your applicable Microsoft Dynamics 365 Licensing Guide.

9. The required Microsoft Dynamics 365 user licenses are defined by the user rights (database access) in Microsoft Dynamics 365 itself and shall be managed by you (or perhaps together with your Microsoft Reseller). Licensor's Software itself does not affect this. Licensor's licensing policy is based on Microsoft's Dynamics 365 licensing policy as known to date. Microsoft may change its policy over time and it is your responsibility to comply with the Microsoft policy currently in effect. Licensor cannot take any responsibility for such compliance and may be required to adjust its own policy accordingly.

10. Hardware, Software or any other (manual) mechanism you use to:
    - pool connections,
    - reroute information,
    - reduce the number of users that directly or indirectly access or use the Online Service or (related Software), or
    - reduce the number of OSEs, Devices or users the Online Service directly manages, (sometimes referred to as "multiplexing" or "pooling"),

    does not reduce the number of licenses of any type you need.

11. Licensor may use technical measures to enforce terms that restrict your use of certain versions of the software and may verify compliance with the terms as provided in this license agreement. Some AXtension® Solutions may be protected by technological measures and may require activation or validation, to install or access them.

7. INTERNET BASED SERVICES

1. Licensor and/or Partners and/or suppliers of Licensor may provide Internet-based services with the Software. Licensor and/or Partners and/or suppliers of Licensor may change or cancel them at any time.

2. Certain features in the Software may connect to Licensor, Partners, suppliers of Licensor or third-party service provider computer systems over the Internet. In some cases, you will not receive a separate notice when they connect. You may switch off these features or not use them. For more information about these features, please refer to the Software documentation. By using these features, you consent to the transmission of this information. Licensor and/or Partners and/or suppliers of Licensor do not use the information to identify or contact you.

3. Certain features in the Software use Internet protocols, which send computer information to the appropriate systems, such as your Internet protocol address, the type of operating system, browser, name and version of the Software you are using and the language code of the Device on which you installed the Software. Licensor or Partner uses this information to make the Internet-based services available to you. Some of these features include, but are not limited to, Web Content Features. Features in the Software can retrieve related content from Licensor and/or Partners and/or suppliers of Licensor and provide it to you. To provide the content, these features send to Licensor and/or their suppliers the type of operating system, name and version of the Software you are using, type of browser and language code of the Device on which you installed the Software. Examples of these features are clip art, templates, Online training, Online assistance and Appshelp. You may choose not to use these web content features.

4. Licensor and/or Partner and/or Licensor's supplier may use the Device information, error reports, and malware reports to improve its Software and services. Licensor may also share it with others, such as hardware and Software vendors. They may use the information to improve how their products run with Licensor's and/or their suppliers' Software.

5. You may not use these Internet based services in any way that could harm them or impair anyone else's use of them. You also may not use the services to try to gain unauthorized access to any service, data, account or network by any means.

8. INTELLECTUAL PROPERTY RIGHTS

1. The Software and any copies that you are authorized by Licensor to make are the intellectual property of and are owned by Licensor and its suppliers. The structure, organization and code of the Software are the valuable trade secrets and confidential information of Licensor and its suppliers. The Software is protected by copyright, including, without limitation, by Dutch Copyright Law, international treaty provisions and applicable laws of the country in which it is being used. You may not copy the Software, except as set forth in Section 4 ("Software License").

2. Any copies that you are permitted to make pursuant to this Agreement must contain the same copyright and other proprietary notices that appear on or in the Software. You also agree not to reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Software, except to the extent you may be expressly permitted to decompile under applicable law, it is essential to do so in order to achieve operability of the Software with another Software program, and you have first requested in writing that Licensor or Partner provide the information necessary to achieve such operability and Licensor nor Partner has made such information available.

3. Licensor and/or Partner has the right to impose reasonable conditions and to request a reasonable fee before providing such information. Any information supplied by Licensor and/or Partner obtained by you, as permitted hereunder, may only be used by you for the purpose described herein and may not be disclosed to any third party or used to create any Software that is substantially similar to the expression of the Software. Requests for information should be directed to Partner. Trademarks shall be used in accordance with accepted trademark practice, including identification of trademarks owners' names. Trademarks can only be used to identify printed output produced by the Software and such use of any trademark does not give you any rights of ownership in that trademark. Except as expressly stated above, this Agreement does not grant you any intellectual property rights in the Software.

9. VERIFYING COMPLIANCE

1. You are required to keep records (including proof of purchase) relating to the Software you use under this Agreement. Licensor and/or Partner has the right to verify compliance with this Agreement and the applicable licenses, at Licensor's expense. This right to verify compliance expires three (3) years after the applicable licenses have been terminated regardless of the cause of termination. You agree to provide reasonable cooperation in the event of a compliance audit.

2. Licensor may (automatically) check the version, the number and the types of users of any of its Software. Devices on which the Software is installed may periodically provide information to enable Licensor to verify that the Software is properly licensed. This information includes the Software version, the end user's user account, product ID information, user ID information, a machine ID, and the internet protocol address of the Device. By using the Software, you consent to the transmission of the information described in this section to Licensor or Partner. You also agree to keep any mechanism in the Software to provide and transmit such information fully operable. If the Software is not properly licensed, its functionality and the ability to use it may be affected. You may only obtain updates or upgrades for the Software from Licensor or authorized Partners.

3. Licensor may recommend you to download to your Devices updates or supplements to the Software. Some Online Services may require, or may be enhanced by, the installation of local Software (e.g., agents, Device management applications) ("Apps"). The Apps may collect data about the use and performance of the Software, which may be transmitted to Licensor and used for the purposes described in this Online License Agreement.

4. Instead of automatically checking the versioning and licensing of the Software you use, Licensor or Partner may ask you to run an Access and Usage Report. Upon request you must run the Access and Usage Report using the latest version of the Usage Report Tool. Such request shall not be done within one a year starting from the date you first licensed the Software. You shall share the results of the Access and Usage Report with Licensor or Partner.

5. To verify compliance, Licensor may engage an independent accountant from an internationally recognized public accounting firm, which will be subject to a confidentiality obligation. Verification will take place upon not fewer than 30 days' notice, during normal business hours and in a manner that does not interfere unreasonably with your operations. As an alternative, Licensor or Partner can require you to complete Licensor's self-audit questionnaire relating to the Software you use under this agreement, but reserves the right to use a verification process as set out above.

6. Licensor, Partner and Licensor's auditors will use the information obtained in compliance verification only to enforce Licensor's rights and to determine whether you are in compliance with the terms of this Agreement. By invoking the rights and procedures described above, Licensor does not waive its rights to enforce this agreement or to protect its intellectual property by any other means permitted by law.

7. If verification or self-audit reveals any unlicensed use, you must promptly order sufficient licenses to cover your use. You shall also reimburse Licensor for the period of time the unlicensed use has commenced

until the moment you have purchased the correct licenses. If material unlicensed use is found, you shall also reimburse Licensor for the costs Licensor has incurred in verification.

8. The Software may enable third-party intellectual property protection features (IP Protection Features) that restrict your access to third-party solutions you use, but that are not included with the Software. Your use of such third-party solutions is governed by the license terms that accompany those solutions. You agree that Licensor nor Partner is responsible for any failures or problems associated with such IP Protection Features. Licensor nor Partner does not, and will not, have any obligation to provide technical or other support for such IP Protection Features. Licensor does not make any representation or warranty with regard to the functionality associated with those IP Protection Features.

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10. EVALUATION AND NFR SOFTWARE

1. If the Software you have received with this license is an Evaluation or Not For Resale (NFR) release, then the following section applies. To the extent that any provision in this section is in conflict with any other term or condition in this Agreement, this section shall supersede such other term(s) and condition(s) with respect to the Evaluation or NFR Software, but only to the extent necessary to resolve the conflict.

2. The Evaluation or NFR Software is provided to you "AS-IS", and Licensor disclaims any warranty or liability obligations to you of any kind. Where legal liability cannot be excluded for Evaluation or NFR Software, but it may be limited, Licensor's liability and that of its suppliers shall be limited to the sum of one hundred Euro (€ 100,-) in total.

3. You acknowledge that any research or development that you perform regarding the Evaluation or NFR Software or any product associated with them is done entirely at your own risk.

4. If requested by Licensor or Partner, you will provide feedback to them regarding testing and use of the Evaluation Software, including error or bug reports.

5. If you have been provided with the Evaluation or NFR Software pursuant to a separate written agreement, your use of the Software is also governed by such agreement.

6. You agree that you may not and certify that you will not sublicense, lease, loan, rent, or transfer the Evaluation or NFR Software.

7. Evaluation or NFR Software is provided to you for evaluation purposes only. It is not allowed to install this Software on your Production Environment.

8. An Evaluation Software License is valid for a limited period of time, to be agreed with Licensor or Partner. If not specifically agreed differently, this period will be 30 days after the Software has been made available to you. You certify that you will uninstall every copy of the Evaluation Software from all your computer systems within 7 days after the Evaluation Software License has expired.

9. Evaluation and NFR Software will only be provided suitable to cooperate with the most recent version of the applicable Microsoft Dynamics 365 application. No backward compatibility with previous versions of any Microsoft Dynamics 365 application is warranted.

11. NEW VERSIONS AND RELATED SOFTWARE

1. Licensor will, at its discretion, improve the Software in order to be able to meet any future demands of its customers. These improvements will result in new versions of the Software. You shall be entitled to such new versions as long as you have a valid license.

2. Downward compatibility of (new) versions of the Software with any related Software is not warranted. Licensor shall use best endeavors to ensure the most recent version of the Software is compatible with the most recent version of the applicable Microsoft Dynamics 365 application. However since Licensor potentially has to update its Software after new versions of Microsoft Dynamics 365 have become available, there may be some delay in availability of compatible versions of the Software. Licensor cannot be held accountable in any way for such delay temporarily preventing any update of Microsoft Dynamics 365.

12. TERM, TERMINATION AND PAYMENT

1. Unless a different term has been agreed in writing between Licensor or Partner and you, the term of each AXtension® Online SL is either one (1), three (3) or five (5) year(s). The term of each AXtension® PML is one year. Extension of a PML will be possible against payment of an annual maintenance fee. An AXtension® Start Care Package is valid from the effective commencement date until the moment the Software is placed on your Production environment or 18 months from the effective commencement date, whichever comes first. It is not possible to terminate licenses prematurely, except when article 4 of this section applies.

2. Except for the AXtension® Start Care Package each AXtension® Online license will automatically be extended for an additional similar term against applicable conditions at the moment of extension, unless (i) you provide Licensor or Partner with written notice no later than thirty (30) days prior to the end of the Online license of your intention not to renew such license, or (ii) you provide Licensor or Partner with written notice no later than thirty (30) days prior to the end of the Online license of your intention to renew such license for a different committed period of time against applicable conditions at the moment of extension, or (iii) Licensor provides you with written notice no later than ninety (90) days prior to the end of the Online license of its intention not to renew such license. The AXtension® Start Care Package will automatically be extended for an additional similar term unless you purchase the required number of SLs for the applicable AXtension® Solution in accordance with section 6.

3. Provisions that survive termination or expiration of the Online license are those which by their nature are intended to survive, including but not limited to your obligation to pay due invoices.

4. You or Licensor may terminate an Online license (i) upon thirty days written notice of the other party's material breach, unless the breach is cured during that thirty day period or (ii) immediately, if the other party files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors.

5. Licensor may terminate an Online license upon thirty days written notice if you fail to pay due subscription license fees or maintenance fees, unless this failure is cured during that thirty day period.

6. License fees, maintenance fees and AXtension® Start Care Packages shall be paid before the beginning of a (extended) license term. Invoiced SLs, PMLs and Start Care Packages are non-refundable. In case of

your termination of a SL or termination of Software maintenance as a result of material breach by Licensor, the remainder of the paid SL fees or paid maintenance fees from termination date until the end of the term will be refunded.

7. The effect of termination of an Online license shall be that you are not entitled to use the AXtension® Solutions anymore and you shall immediately uninstall all applicable Software.

13. LIMITED WARRANTY

1. If you follow the instructions, the Software will perform substantially as described in the materials and/or documentation that you receive in or with the Software.

2. To the extent permitted by law, any implied warranties, guarantees, or conditions will last during the term of the license.

3. This limited warranty does not cover problems caused by your acts (or failures to act), the acts of others, or events beyond Licensor's reasonable control.

4. Licensor will at its discretion repair or replace the Software, supplements, updates, and replacement Software at no charge. If Licensor cannot substantially correct the deficiency in a commercially reasonable manner, you may end the license. Licensor or Partner will, in case of a SL, refund to you the SL fees you pre-paid for the particular AXtension® Solution for the period following the effective date of termination of the SL. In case of a PML the amount paid as purchase price for the applicable AXtension® Solution will be refunded.

5. These are your only remedies for breach of the limited warranty.

6. Except as expressly provided in this Agreement, neither Licensor nor its Partners and/or subcontractors make any representation or warranties, express or implied, statutory or otherwise, regarding any matter, including the merchantability, suitability, originality, or fitness for a particular use or purpose, non-infringement or results to be derived from the use of or integration with any products or services provided under the Agreement, or that the operation of any products or services will be secure, uninterrupted or error free. You agree not to be relying on delivery of future functionality, public comments or advertising of Licensor or product roadmaps in obtaining subscriptions for any AXtension® Solution.

7. The Limitation on and Exclusion of Damages clause below applies to breaches of this limited warranty.

8. Partner shall be your primary contact on any warranty related issues.

9. Licensor makes no warranties or representations, including but not limited to, any express or implied warranties with regard to the quality, functionality, performance, security and/or (data-) availability of the Microsoft Dynamics 365 Online Services including Microsoft Azure.

10. Licensor reserves the right to provide bug fixes by means of a new version of the Software in accordance with section 11. Licensor's support policy is aligned with Microsoft's support policy, which means that

Licensor will support a version of its AXtension® Solution for as long as Microsoft supports the corresponding Dynamics 365 application version.

11. Licensor has tested its AXtension® Solutions to be able to function properly in combination with the applicable Microsoft Dynamics 365 application. Licensor however shall not be liable for, any quality, functionality, performance, security and/or (data-) availability issues that occur with AXtension® Solutions in case Microsoft Dynamics 365 applications and/or Microsoft Online Services should demonstrably be malfunctioning and the impact of this malfunctioning is demonstrably influencing the AXtension® Solutions. Licensor shall neither be accountable nor liable for not being able to meet any agreed service levels as a result of such malfunctioning.

12. The Software is complex computer Software. Its performance will vary depending on the Microsoft Azure platform, Software interactions, the configuration of the Software, and other factors. The Software is neither fault tolerant nor free from errors, conflicts, or interruptions.

13. Licensor has tested the Software to process applicable data correctly. Licensor shall however not be accountable nor liable for (the quality of) such data, since they may also be processed via related software, or e.g. your apps or your manual intervention.

14. Licensor nor its Partner is responsible for any problems that result from you or anybody adding or extending Software to the AXtension® Solutions, nor for any problems with the AXtension® Solution that result from you or anybody adding or extending Software to Microsoft Dynamics 365 applications. Licensor nor its Partner is required to provide technical or other support in such case. For any code that is extended by or on behalf of you, you shall indemnify, defend, and hold harmless Licensor and/or its Partner from any claims, including attorneys' fees, related to the code that was extended.

14. LIMITATION ON AND EXCLUSION OF DAMAGES

1. The maximum aggregate liability of Licensor for all events (or series of connected events) arising in any twelve month period for SLs shall not exceed the subscription fees for that twelve month period, paid for the applicable AXtension® Solution directly causing the damage. "Any twelve month period" in this respect commences on the subscription term start date or any of its (annual) anniversaries.
   The maximum aggregate liability of Licensor for all events (or series of connected events) for PMLs and Start Care Packages shall not exceed the amount paid as purchase price for the applicable AXtension® Solution directly causing the damage.

2. In no event will Licensor be liable for indirect, incidental, special, punitive, or consequential damages, or loss of use, loss of profits, or interruption of business, however caused or on any theory of liability.

3. This limitation applies to:
   - anything related to the: (i) Software, (ii) services, (iii) content (including without limitation code) on any third-party Internet sites, or (iv) third-party programs; and
   - claims for breach of (this) contract (including attachment); breach of warranty, guarantee, or condition; or strict liability, negligence, loss of data, damage to records or data, loss of goodwill, loss as a consequence of a business interruption, or any other tort to the extent permitted by applicable law.

4. It also applies even if:
    - repair, replacement, or a refund for the license does not fully compensate you for any losses; or
    - Licensor knew or should have known about the possibility of the damages.

5. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages. If so the above limitation or exclusion may not apply to you.

15. INFRINGEMENT OF THIRD PARTY RIGHTS

1. Licensor warrants that the AXtension® Solutions do not infringe any intellectual property rights held by third parties.

2. In the event that any third party, with reference hereto, brings any claim, suit, or proceeding against you, in so far as it is based on the claim that the AXtension® Solutions you use, infringe a third party's intellectual property right (hereinafter "Infringement Claim"), you shall within fourteen (14) days notify Licensor. Upon such notification Licensor shall take over the matter and any costs related hereto, provided that you:
    - have given Licensor written notification within fourteen (14) days of receiving knowledge of the Infringement Claim;
    - deliver full control over the defense or the settlement of the Infringement Claim to Licensor;
    - provide Licensor with appropriate information and assistance for such defense or settlement;
    - do not prejudice in any manner Licensor's conduct in such claim, and;
    - have fully performed all of your obligations under this Agreement.

3. Licensor shall in any event have an irrevocable right to take over the matter at its own expense and thus institute proceedings or enter into settlements concerning the alleged infringements.

4. In case of infringement, or risk of infringement determined at Licensor's sole discretion, Licensor shall modify the applicable AXtension® Solution so that it no longer causes the infringement. If the required modification in Licensor's opinion cannot be performed in a commercially reasonable way, Licensor shall replace the affected AXtension® Solution by other Software, which essentially possesses the same functions as the affected AXtension® Solution. If replacement in Licensor's opinion cannot be performed in a commercially reasonable way, Licensor shall be entitled to terminate the Online subscription license for the applicable AXtension® Solutions with immediate effect against a refund of the remainder of the subscription license fees paid from termination date until the end of the subscription term. In that case you shall have no further claim against Licensor.

5. In the event that Licensor should decide to take legal action, Licensor shall have the right to postpone the actions described above, until final judgment has been rendered. Until then you shall have no right to raise any claims regarding this matter against Licensor.

6. Licensor shall indemnify you for reasonable expenses you made with respect to the Infringement Claim to the maximum Licensor's Professional Liability insurance pays out for any Infringement Claims ultimately settled by legal decision, provided that you complied fully with your obligations under this section.

16. GOVERNING LAW

1. This Agreement shall be governed by and interpreted in accordance with the laws of the Netherlands. The applicability of the Convention on Contracts for the International Sale of Goods 1980 is excluded. Any dispute or claim arising from or in connection with this Agreement or in connection with any breach, termination or invalidity thereof shall be settled in the Netherlands by arbitration in accordance with the rules of procedure of the SGOA, the Dutch Foundation for the settlement of Automation Disputes (see www.sgoa.eu). The language of the arbitration is English, unless both parties are native Dutch, in which case Dutch will be the language of arbitration.

2. If you or Licensor files a lawsuit, brings an action, or otherwise pursues a claim against the other in connection with or arising out of this agreement or the Software, the prevailing party will be entitled to recover its reasonable attorneys' fees, costs, and other expenses (including any appeal).

17. COMPLIANCE WITH LAWS

1. Licensor will comply with all laws and regulations applicable to its provision of the Software. However, Licensor is not responsible for compliance with any laws or regulations applicable to you that are not generally applicable to information technology service providers. Licensor does not determine whether Customer data includes information subject to any specific law or regulation.

2. You must comply with all laws and regulations applicable to your use of the Software, including laws related to privacy, Personal Data, data protection and confidentiality of communications. You are responsible for implementing and maintaining privacy protections and security measures for components that you provide or control (such as within a Microsoft Azure customer's virtual machine or application), and for determining whether the Online services and Software are appropriate for storage and processing of information subject to any specific law or regulation.

3. To the extent Licensor is a processor or subprocessor of Personal Data subject to the GDPR, the GDPR terms in Attachment 1 govern that processing and the parties also agree to the terms said Attachment 1.

18. GENERAL PROVISIONS

If any part of this Agreement is found void and unenforceable, it will not affect the validity of the remainder of the Agreement, which shall remain valid and enforceable according to its terms. This Agreement shall not prejudice the statutory rights of any party acting as a consumer. This Agreement may only be modified in writing by Licensor. Solution updates may be licensed to you by Licensor with additional or different terms.

19. NOTICES

If you have any questions regarding this agreement or if you want to request any information from Licensor, please contact:

AXtension bv
Noorderpoort 9d

5916 PJ Venlo
The Netherlands
T: +31 (0)88 4242828
E: info@axtension.com

ATTACHMENT 1 GDPR TERMS

1. Processing of Customer data; ownership

Customer Data will be used or otherwise processed only to provide you with Online services including purposes compatible with providing those services. Licensor will not use or otherwise process Customer Data or derive information from it for any advertising or similar commercial purposes. As between the parties, you retain all right, title and interest in and to Customer Data. Licensor acquires no rights in Customer Data, other than the rights you grant to Licensor to provide the Online services to you. This paragraph does not affect Licensor's rights in Software or services Licensor licenses to you.

2. Disclosure of Customer Data

Licensor will not disclose Customer Data outside of Licensor's company, except as you direct, (2) as described in this MDL AXtension Online License agreement, or (3) as required by law.

Licensor will not disclose Customer Data to law enforcement unless required by law. If law enforcement contacts Licensor with a demand for Customer Data, Licensor will attempt to redirect the law enforcement agency to request that data directly from you. If compelled to disclose Customer Data to law enforcement, Licensor will promptly notify you and provide a copy of the demand unless legally prohibited from doing so.

Upon receipt of any other third-party request for Customer Data, Licensor will promptly notify you unless prohibited by law. Licensor will reject the request unless required by law to comply. If the request is valid, Licensor will attempt to redirect the third party to request the data directly from you.

In support of the above, Licensor may provide your basic contact information to the third party.

3. Processor and Controller roles and responsibilities

You and Licensor agree that you are the controller of Personal Data and Licensor is the processor of such data, except when (a) you act as a processor of Personal Data, in which case Licensor is a subprocessor. Licensor will process Personal Data only on documented instructions from you. You agree that this MDL AXtension Online License Agreement along with your use and configuration of features in the Software are your complete and final documented instructions to Licensor for the processing of Personal Data. Any additional or alternate instructions must be agreed to between the parties. In any instance where the GDPR applies and you are a processor, you warrant to Licensor that Customer's instructions, including appointment of Licensor as a processor or subprocessor, have been authorized by the relevant controller. Licensor shall inform you if, in its opinion, an instruction infringes the GDPR.

4. Processing details

You and Licensor acknowledge and agree that:

- The subject-matter of the processing is limited to Personal Data within the scope of the GDPR;
- The duration of the processing shall be for the duration of your right to use the Software and until all Personal Data is subsequently is deleted or returned in accordance with your instructions or the terms of this Online license agreement;
- The nature and purpose of the processing shall be to provide the Online service pursuant to your agreement with Licensor for your use of the Software;
- The types of Personal Data processed include those expressly identified in Article 4 of the GDPR; and

- The categories of data subjects are your representatives and end users, such as employees, contractors, collaborators and customers.

5. Data subject rights; Assistance with requests

Licensor will make available to you in a manner consistent with the functionality of the Software and Licensor's role as a processor Personal Data of data subjects and the ability to fulfill data subject requests to exercise their rights under the GDPR. Licensor shall comply with your reasonable requests to assist with your response to such a data subject request. If Licensor receives a request from your data subject to exercise one or more of its rights under the GDPR in connection with the Software for which Licensor is a data processor or subprocessor, Licensor will redirect the data subject to make its request directly to you. You will be responsible for responding to any such request including, where necessary, by using the functionality of the Software. Licensor shall comply with reasonable requests by you to assist with your response to such a data subject request.

6. Security practices and policies

Licensor will implement and maintain technical and organizational measures. Having regard to the state of the art and the cost of their implementation, such measures shall ensure a level of security appropriate to the risks represented by the processing and the nature of the data to be protected. However, most of the time data will be stored and processed using Microsoft Online services such as Microsoft Azure. If Licensor's Software is functioning as an add-on to Microsoft Dynamics and data are stored and processed using Microsoft Online services, Microsoft's technical and organizational measures including applicable terms shall apply. Microsoft is not a subprocessor of Licensor.

7. Your responsibilities

You are solely responsible for making an independent determination as to whether the technical and organizational measures for an Online service meets your requirements, including any of its security obligations under the GDPR or other applicable data protection laws and regulations. You acknowledge and agree that (taking into account the state of the art, the costs of implementation, and the nature, scope, context and purposes of the processing of your Personal Data as well as the risks to individuals) the security practices and policies implemented and maintained by Licensor provide a level of security appropriate to the risk with respect to your Personal Data.

8. Security Incident Notification

If Licensor becomes aware of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer Data or Personal Data while processed by Licensor (each a "Security Incident"), Licensor will promptly and without undue delay (1) notify you and/or Partner of the Security Incident; (2) investigate the Security Incident and provide you and Partner with detailed information about the Security Incident; (3) take reasonable steps to mitigate the effects and to minimize any damage resulting from the Security Incident. Notification(s) of Security Incidents will be delivered to one or more of your administrators by any means Licensor selects, including via email. It is your sole responsibility to ensure your administrators provide and maintain accurate contact information with Partner and Licensor.

You are solely responsible for complying with your obligations under incident notification laws applicable to you and fulfilling any third-party notification obligations related to any Security Incident. Licensor shall make reasonable efforts to assist you in fulfilling your obligation under GDPR Article 33 or other applicable law or regulation to notify the relevant supervisory authority and data subjects about such Security Incident.

Licensor's obligation to report or respond to a Security Incident under this section is not an acknowledgement by Licensor of any fault or liability with respect to the Security Incident. You must notify Licensor promptly about any possible misuse of your accounts or authentication credentials or any security incident related to the Software.

9. Processor Confidentiality Commitment

Licensor will ensure that its personnel engaged in the processing of Customer Data and Personal Data (i) will process such data only on instructions from you, and (ii) will be obligated to maintain the confidentiality and security of such data even after their engagement ends.

10. Subprocessing

For AXtension® Shipping Connect Licensor has engaged a subprocessor i.e. Transsmart B.V., located in the Netherlands, with its address at Ellen Pankhurststraat 1c, 5032 MD Tilburg. By using AXtension® Shipping Connect you consent to Transsmart processing Customer Data. The same data protection obligations as set out in these GDPR Terms shall be applicable to subprocessor, in particular providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the GDPR. Where the subprocessor fails to fulfill its data protection obligations, Licensor shall remain fully liable to you for the performance of subprocessor's obligations.