



More Dynamics Licensing bv software

AXtension® End user license agreement

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1. NOTICE TO USER

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

2. OVERVIEW

Software: The software may include

- Server software;
- Client software that can be installed on devices and/or used with the Server software;
- Additional components that may be separately licensed.

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.
- "Client software" means the components of the software that allow a device to access or use the Server software or to use certain aspects of the Server software;
- "Device" means a single personal computer, workstation, terminal, handheld computer, mobile phone, personal digital assistant, or other electronic device.
- "Instance" means an image of software that is created by executing the software's setup or install procedure or by duplicating an existing Instance;
- "Internal business purpose" means managing your business, but not that of an independent third party.
- "Licensor" means More Dynamics Licensing bv, with its main address located at Noorderpoort 21, 5916 PJ Venlo, The Netherlands.
- "own" means more than 50% ownership.
- "Partner" means the entity that has signed a channel Partner agreement with Licensor 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 software license agreements directly between Licensor and you.

- "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.
- "Permitted Number" means one (1) unless otherwise indicated under a valid license (e.g. volume license) granted by Licensor.
- "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;
- "Server" means a physical 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;
- "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 consist of several Software Modules.

- "Software Module" means a separate unit or portion of the Software that carries out a specific function and may be used alone or combined with other modules of the same program. Typically modules are portable and interoperable. Software Modules can be identified by separate naming and pricing when offered to you.
- '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 any technical limitations in the software that allow you to use it only in certain ways. You may use the software only for your internal business purposes. You also must not:

- work around any technical limitations in the software;
 - 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
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2. Your rights to use the software are perpetual but 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.
3. The software is licensed based on:
- The number of Instances of Software that you run;
 - The number of your users or devices that access the Software; and
 - The tasks enabled by your users or devices in the Software.
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5. The following Modifiable Code is included in the software:
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 - Icons. You may copy the icons and incorporate copies of the unmodified icons only in programs that you develop for the software.
 - Templates. You may copy the templates, modify copies of the templates, and incorporate copies of the modified version of those templates only in the software or in programs that you develop for the software.
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 - Sample Code. You may modify, copy, and incorporate the modified source and object code form of code marked as "sample" only in your programs.
6. Licensor nor its Partner is responsible for any problems that result from modifications made to the Modifiable Code. Licensor nor its Partner will provide technical or other support for any modifications made to the Modifiable Code. For any Modifiable Code that is modified, you must indemnify, defend,

and hold harmless Licensor and/or its Partner from any claims, including attorneys' fees, related to the modification or use of your programs that include any Modifiable Code that was modified.

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. You may not:
 - alter any copyright, trademark, or patent notice in the Modifiable Code;
 - use Licensor's or its Partner's trademarks in your programs' names or in a way that suggests your programs come from or are endorsed by Licensor or its Partner;
 - modify any Modifiable Code to run on a platform other than Microsoft operating systems, run-time technologies, or application platforms;
 - include Modifiable Code in malicious, deceptive, or unlawful programs; or
 - modify the source code of any Modifiable Code so that any part of it becomes subject to an Excluded License. An Excluded License is one that requires, as a condition of use, modification, or distribution, that
 1. the code be disclosed or distributed in source code form; or
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14. The software is complex computer software. Its performance will vary depending on your hardware platform, software interactions, the configuration of the software, and other factors. The software is neither fault tolerant nor free from errors, conflicts, or interruptions.

5. INSTALLATION AND USE RIGHTS

1. It is not allowed to duplicate license keys without Licensor's prior written consent.
2. Before any Instance of the Server software under a Server license is run, that license must be assigned to one of your Servers. That Server is the licensed Server for that particular license. You are allowed to assign other Server licenses to the same Server, but it is not allowed to assign the same license to more than one Server.
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6. USER LICENSES

1. Typically the Software will be merged with Microsoft Dynamics AX. If so, per Software Module a user license for this Module is required for each individual Microsoft Dynamics AX Functional and Enterprise User. The total number of Microsoft Dynamics AX Functional and Enterprise Users should equal the respective Client Access Licenses (CAL), as covered by the Microsoft Dynamics AX license.
2. For some Software Modules, a user license for this Module is required for each individual Microsoft Dynamics AX Task User. The total number of Microsoft Dynamics AX Task Users should equal the respective Client Access Licenses (CAL), as covered by the Microsoft Dynamics AX license.

3. A user license is required for each user of Apps. This may also apply to users that may not have a Microsoft Dynamics AX Client Access License (CAL).
4. Be aware that the Microsoft Dynamics AX CAL type for any user, including an Enterprise Portal user, is defined by their respective access to Microsoft Dynamics AX itself. This may be a different license to Software Modules user licenses of Licensor. For more details about the Microsoft policy, please refer to the Microsoft Dynamics AX Licensing Guide.
5. The required Microsoft Dynamics AX CAL type is defined by the user rights (database access) in Microsoft Dynamics AX itself and should be managed by you (or perhaps together with your Microsoft Reseller). This is not impacted by Licensor' Software itself. Roles in Software Modules are assigned in Microsoft Dynamics AX, as described above. This policy is based on Microsoft's Dynamics AX Licensing as known to date. Microsoft's licensing policy for Dynamics AX may change over time and it is your responsibility to comply with the Microsoft policy currently in effect. Licensor cannot take any responsibility for that compliance and may be required to adjust its own policy accordingly.
6. Hardware, software or any other manual mechanism you use to:
 - pool connections,
 - reroute information,
 - reduce the number of devices or users that directly or indirectly access or use the software, or
 - reduce the number of devices or users the software directly manages, (sometimes referred to as "multiplexing" or "pooling"),does not reduce the number of licenses you need.

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, see 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 Partners and/or Licensor's suppliers may use the device information, error reports, and malware reports to improve our 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.
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9. VERIFYING COMPLIANCE

1. The Software includes features that identify the number of users accessing the Software, access rights and tasks run by each user compared to the licenses acquired by you (access and usage report). You must run the access and usage report using the latest version of the usage report tool at least once a year starting from the date you first license the Software. You may voluntarily share the results of the

access and usage report with Licensor or Partner or any other third party, but you are not required to do so except if required under point 2 of the paragraph below.

2. 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, at Licensor's expense. You agree to provide reasonable cooperation in the event of a compliance audit, including by allowing Licensor or Partner, on request, to access the access and usage report as a tool in conducting the audit.
3. 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.
4. Licensor 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.
5. If verification or self-audit reveals any unlicensed use, you must promptly order sufficient licenses to cover your use. If material unlicensed use is found, you must reimburse Licensor for the costs Licensor has incurred in verification and acquire the necessary additional licenses at single retail license cost within 30 days.
6. If Licensor undertakes verification and does not find material unlicensed use (license shortage of 5% or more), Licensor will not undertake another verification of the same entity for at least one year.
7. 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 regards to the functionality associated with those IP Protection Features.

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 7. You agree that you may not and certify that you will not sublicense, lease, loan, rent, or transfer the Pre-release, Evaluation of NFR Software.
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 9. Pre-release, Evaluation or NFR Software is provided to you for evaluation purposes only. It is not allowed to install this Software on your Production Environment.
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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 in circumstances where you have reached an enhancement agreement with Licensor or Partner.
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 Microsoft Dynamics AX.
3. Upon request, Partner will investigate the impact of making updates or new versions of the Software available to you, whilst your related Software version (for instance Microsoft Dynamics AX) remains unaltered. Conditions may be attached to provide this downward compatibility.

12. 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. References to "limited warranty" are references to the express warranty provided by Licensor. This warranty is given in addition to other rights and remedies you may have under law.
3. The limited warranty covers the software for one year after acquired by the first user. If you receive supplements, updates, or replacement software during that year, they will be covered for the remainder of the warranty or 30 days, whichever is longer. If the first user transfers the software, the remainder of the warranty will apply to the recipient.
4. To the extent permitted by law, any implied warranties, guarantees, or conditions last only during the term of the limited warranty. Some countries or states do not allow limitations on how long an implied warranty lasts, so these limitations may not apply to you. They also might not apply to you because some jurisdictions may not allow limitations on how long an implied warranty, guarantee, or condition lasts.
5. 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.
6. Licensor will repair or replace the software at no charge. If it is not practicable for Licensor to repair or replace it, Licensor will refund the amount shown on your receipt for the software.

7. Licensor will also repair or replace supplements, updates, and replacement software at no charge. If it is not practicable for Licensor to repair or replace them, it will refund the amount you paid for them, if any. You must uninstall the software and return any media and other associated materials to Licensor or Partner with proof of purchase to obtain a refund.
8. These are your only remedies for breach of the limited warranty. You may have additional consumer rights under your local laws, which this agreement cannot change.
9. You need proof of purchase for warranty service.
10. The limited warranty is the only direct warranty from Licensor. Licensor gives no other express warranties, guarantees, or conditions. Where allowed by your local laws, Licensor excludes implied warranties of merchantability, fitness for a particular purpose, and non-infringement.
11. If your local laws give you any implied warranties, guarantees, or conditions, despite this exclusion, your remedies are described in the Remedy for Breach of Warranty clause above, to the extent permitted by your local laws
12. The Limitation on and Exclusion of Damages clause below applies to breaches of this limited warranty.
13. This limited warranty gives you specific legal rights, and you may also have other rights that vary from country to country and from state to state
14. Partner shall be your primary contact on any warranty related issues.

13. LIMITATION ON AND EXCLUSION OF DAMAGES

1. You can recover from Licensor and its suppliers only direct damages up to the amount you paid for the software. You cannot recover any other damages, including without limitation consequential, lost profits, special, indirect, punitive, or incidental damages.
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 - 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 contract; 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.
3. It also applies even if:
 - repair, replacement, or a refund for the software does not fully compensate you for any losses; or
 - Licensor knew or should have known about the possibility of the damages.
4. If the software license is provided to you by means of a monthly subscription, you can recover from Licensor and its suppliers only direct damages up to the amount you paid for the software during one (1) year.

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.
6. Nothing contained in this Agreement limits or excludes Licensor's liability to you in the event of death or personal injury resulting from Licensor's gross negligence or for the tort of deceit (fraud).

14. 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).

15. 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, signed by an authorized officer of Licensor. Updates may be licensed to you by Licensor with additional or different terms.

16. NOTICES

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

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