License Terms for EASY for Dynamics NAV

General Provisions

EASY SOFTWARE AG (EASY) shall grant the Licensee (Customer), subject to the condition precedent of full payment of the license fee, the non-exclusive, unlimited and thus, in terms of time, transferable to third parties only when relinquishing own utilization, unrestricted right to use the software (including the software provided as part of software maintenance), including documentation within the contractually agreed scope (usage rights).

EASY grants the customer the right of use for paying a one-off fee. The amount of the fee is determined by the metrics, a detailed description of which can be found below.

The Customer may sublicense the usage rights granted to him if EASY expressly granted this in the order confirmation or the license or system certificate.

When using the software, the Customer has to consider further restrictions (e g. different license classes, restrictions of use) that may be defined in a license contract or order confirmation for the software sold.

EASY shall deploy the software in object code and in a ready-to-install format to the Customer. Moreover, EASY shall provide the customer the source code.

§ 1 Basis for Licensing (Metrics)

The license fee for the EASY for Dynamics NAV software product depends on the following metrics:

1.1   The metrics for assessing the license fee is based on a software package with the following items:

- Number of Microsoft Dynamics NAV databases (EASY for Dynamics NAV base license by activating the corresponding granules in the Customer's Microsoft Dynamics NAV license),
- Number of admin users for administrative configuration of the EASY Archive (EASY Archive Named User licenses),
- Number of technical users for NAS (EASY Client Named User licenses), and
- Number of Microsoft Dynamics NAV users (EASY Client user licenses, Named / Concurrent)

1.1.1   Microsoft Dynamics NAV databases (EASY for Dynamics NAV base license, extending the granules in Microsoft Dynamics NAV license file)

Use permission is purchased for connecting to Microsoft Dynamics NAV databases (EASY for Dynamics NAV base license.

The Microsoft Dynamics NAV databases used in a Microsoft Dynamics NAV production system are pivotal for the number of licenses. At least one (1) EASY for Dynamics NAV base license must be purchased.

1.1.2   Admin User (EASY Archive Named User licenses)

Use permission is purchased for admin users (EASY Archive User license) as a Named User license.

The number of archive servers required for a Microsoft Dynamics NAV production system are pivotal for the number of licenses. At least one (1) EASY Archive user license must be purchased.

1.1.3   Technical users for required instances of the Navision Application Server (NAS) as an "EASY Interface Named User license".

Use permission is purchased for the technical user (EASY Interface Named User licenses) of the NAS instance.

The Microsoft Dynamics NAV instances used in a Microsoft Dynamics NAV production system are pivotal for the number of licenses. At least one (1) EASY Interface Named User license must be purchased.

1.1.4   Microsoft Dynamics NAV users (EASY Interface User licenses, (Named or Concurrent User licenses)

Use permission is purchased for the users eligible in EASY for Dynamics NAV.

The Microsoft Dynamics NAV users eligible for using the EASY for Dynamics NAV interface are pivotal for the number of licenses.
Concurrent users come as Defined Concurrent users, so technical access is available from a group of seven (7) defined named users at a specific time. EASY and the Customer may individually agree on other types of concurrent user licenses.

1 2   EASY may perform automated checks regarding the scope of use. If the software already contains a method of license auditing, EASY may use this method. The Customer has to provide EASY – if necessary – remote access to this method.

1 3   Otherwise, the Customer has to enable setting up within a reasonable time a system- and application-specific program during license auditing, and cooperate with executing that program.

1.4   EASY may perform on-site reviews if the Customer refuses a review, if the review does not provide meaningful results or if there are objective indications of a breach of contract by the Customer. The Customer is obliged to collaborate with EASY in an appropriate manner during the performance of such reviews; in particular, he must grant EASY insight into his systems to the necessary extent during the performance of remote reviews and on-site reviews. Reviews made on-site will be announced by EASY within a reasonable period. EASY will reasonably take into account the Customer's confidentiality interests as well as his business operations. Costs caused by checks are the Customer's responsibility if the result of such reviews reveals a use that is a breach of contract. EASY may transfer the right to perform checks to third parties.

1 5   In all cases where his permission to use is terminated (e g. by withdrawing (Rücktritt) from the contract), the Customer will stop using the software and, where technically feasible, remove the licensed software (coding) from his current systems. If necessary, he will immediately surrender to EASY any other licensed items subject to this contract. He will then reassure EASY in writing the fulfillment of this duty.

1 6   EASY ensures that the software is free from any third-party rights and shall indemnify the Customer from claims by third parties including the costs of legal defense that are recoverable pursuant to the German Reimbursement Law for Lawyers (RVG). The indemnification requires that
- the Customer informs EASY of such claims without delay in writing,
- the Customer does not engage in legally relevant actions against third parties, in particular does not conclude a settlement out of court without the written approval by EASY, provides a legal acknowledgement (Anerkenntnis) or engages in actions that are similar to those named before,
- the Customer supports EASY to the necessary extent with the legal defense against a third party, in particular by providing information, and
- the Customer grants EASY the possibility to determine and execute the legal defense strategy, in particular by selecting attorneys and drafting writs. For this purpose, the Customer will deliver the necessary statements and grant powers of attorney. EASY will reasonably take the legitimate interests of the Customer into account during the legal defense.

1.7   EASY will undertake appropriate efforts at its own cost in case of conflicting third party rights, so that the Customer can still use the affected software. For this purpose, EASY may
- provide the Customer with the rights that are required for the use, or
- modify the respective software in such manner that its usage is not restricted and EASY's obligations are not modified, whereby third party rights are no longer affected.

1 8   If EASY is unable to provide a workaround, EASY may terminate the contract. Additional rights of the Customer remain unaffected.

§ 2 Other Usage Rights

2.1   The Customer may copy the software inasmuch as the respective copying is required for its intended use. The required copying includes installing the software on the hardware used, as well as loading the software to the memory for the purpose of executing the software. Unless specifically agreed otherwise, the Customer may produce and store a single backup copy only which must be marked as backup copy of the licensed software.

2 2   The Customer is entitled to use the software within a network or another multi-station computer system, so that it can be executed at the same time or successively by more than one workstation, so-called multi-user application. The type and number of users allowed to access the software or another type of license metrics depend on the type and scope of the software used according to the respective function and performance description and on the scope specified by EASY in the order confirmation. If the number of users authorized to access the software is restricted compared to the total number of users connected to the computer system, the Customer must ensure the restriction by means of technical and organizational measures and provide reasonable evidence regarding those measures to EASY.

2 3   Except in cases of Section 69e German Copyright Act (UrhG), the Customer is not allowed to decompile the software. This does not include additions and modifications of interfaces of the software if these are intended as an addition and / or modification by the Customer (so-called scripting). Scripting in the above form is

allowed.

2.4 The Customer will not be given additional rights to the software.

2.5 The Customer will not remove copyright notices and other ownership notices, which are placed on data media, in the program or in the documentation.

§ 3 Other General License Terms"

Supplementary and subordinate, the "General license terms" of EASY SOFTWARE AG apply (www.easy.de/license)

Mülheim an der Ruhr (Germany), July 1, 2018

Exhibit 1 of the License Terms –
Special provisions on maintaining EASY for Dynamics NAV

Exhibit 1 of the License Terms –
Special provisions on maintaining EASY for Dynamics NAV

§ 1 SERVICE SUBJECT

1.1 EASY will maintain the software listed in the order confirmation for the licensee (hereinafter referred to as Customer), using EASY for Dynamics NAV from EASY SOFTWARE AG.
These maintenance and support terms aim at supporting the Customer in fixing system problems through EASY to keep the number and duration of unscheduled system outages as low as possible. In addition, these maintenance and support provisions regulate supply of current software updates to the Customer.

1.2 For maintaining products using EASY for Dynamics NAV from EASY SOFTWARE AG, the provisions below take priority over the provisions set in § 16 of the License Terms. The respective order confirmation will indicate the priority validity. In addition, these License Terms including their Exhibit 1 apply without qualification.

§ 2 SCOPE OF SYSTEM MAINTENANCE

2.1 Terminology
Working day: Monday through Friday, 8:00 AM to 05:00 PM, excluding German public holidays.
Response: Acceptance and analysis of the disruption report or defining the cause of the disruption.
Response time: The time between the report and initial response, measured during a working day (period up to the first qualified response).
Release upgrade or update: Installing the next higher software version, measured against the installed software version.
P1 – System problem: System downtime, i e. total system outage, productivity no longer possible.
P2 – System problem: Critical system state, i.e. outage of a relevant partial system, limited productivity is possible.
P3 – System problem: Outage of uncritical system components, no relevant disruption of productivity.

2.2 Fault reports and requests
Problems and requests can be transmitted to EASY only by trained and authorized employees of the Customer via the EASY Support portal. EASY shall train the Customer's employees for the products used not later than project's end.
The contact persons to be authorized are named by the Customer not later than one month after concluding the maintenance contract.

2.3 Maintenance service
EASY performs the following services for the software products and developments listed in the order confirmation.
Software maintenance: Free delivery of software updates and upgrades of the software licenses listed in the order confirmation.
For maintaining software supplied by third parties which are separately listed in the order confirmation, the provisions of the respective manufacturers added to an attachment to the order confirmation apply.
Technical support: The Customer's authorized employees can electronically submit their requests via the Support portal. These will then by processed by EASY. The Customer will report problems with the software that occur only via this portal.
Response times: Within a working day, response times of one work hour for P1 system problems, eight work hours for P2 system problems, and sixteen work hours for P3 system problems and other queries will be kept.
Troubleshooting: EASY endeavors to fix occurring problems as fast and efficiently as possible. Troubleshooting will, where technically possible or justified, be performed as remote maintenance in order to minimize processing times.

2.4 Disclaimer
Maintaining the hardware, operating system environment and network used is precluded. Where applicable, a separate agreement must be made.
The services do not include:
- Installation for the purpose of first-time establishment of operational readiness, as well as performing installations of updates
- Development of software programs with functions other than stipulated in the product description
- Familiarizing and training the Customer
- Correction of malfunctions and consulting with errors caused by improper operation through the Customer
- Restore lost or damaged data as well as damaged system environments that were clearly not caused by EASY intervention.

§ 3 CUSTOMER'S RIGHTS AND DUTIES

3.1 As long as EASY is obligated to maintain the software, the Customer shall allow only EASY or, after prior consent by EASY, third parties to perform all maintenance and other related activities for the products to be maintained.

3.2 The Customer is obligated to execute and log the administrative activities to be performed by himself only to EASY's instructions.

3.3 The basis of this Agreement and the maintenance fees is an online remote maintenance connection that the Customer shall provide for EASY. Where technically possible and justifiable by the Customer, the remote maintenance connection is of the site-to-site VPN type. If the Customer does not provide any corresponding maintenance capabilities, the additional costs arising from this will be assessed at a flat surcharge of 25% to the respective price for maintenance services.

3.4 The Customer shall undertake to use an existing test system on which all modifications of the software can be tested under the conditions that come closest to production conditions. This particularly applies to modifications made by the Customer himself, as well as prior to loading new releases, versions, or corrections of the software.

3.5 The Customer shall be obligated to ensure rendering the necessary cooperation with EASY for rendering the maintenance service.

3.6 The Customer is responsible for backing up his data on appropriate media, as well as retaining these data media. Also for routine tests to successfully restore the backed-up system state.

3.7 The Customer shall be obligated to provide EASY the documents and information necessary for complying with its duties.

§ 4 EASY'S RIGHTS AND DUTIES

4.1 EASY is obligated to comply with access protocol validation of the Customer.

4.2 EASY is obligated to use the data transmitted by the Customer only for system maintenance.

4.3 EASY is obligated to submit a report on services rendered and scheduled upon the Customer's request.

4.4 EASY reserves the right to render parts of the maintenance services agreed by contract with authorized service partners. Permanent transmission of services will only take place through consulting and coordination with the Customer.

4.5 For the respective current version of the licensed software, EASY ensures maintenance (maintenance and support services) guaranteed for 3 years from the date the license was purchased. EASY will only render maintenance for a no longer current version if that version is not older than two release versions before the current release.

4.6 The maintenance services for software to be rendered by EASY do not include maintenance of modified software that EASY shipped in the EASY namespace but which the Customer modified.

4.7 EASY reserves the right to copy and use the software configurations made for the Customer to optimize support services.

§ 5 MAINTENANCE FEES

5.1 Payment of the maintenance fee plus sales tax/VAT is per year in advance, remitted into EASY's account. The amount of the maintenance fee is listed in the order confirmation.

5.2 Services for fixing errors not justified by EASY must be billed separately.

5.3 All prices are excluding travel expenses and other expenses.

5.4 EASY reserves the right to adjust prices to the amount of actual expenses and requirements for maintenance services. EASY will inform the Customer of a possible increase three months before the due date, or at the end of the agreed minimum term at the latest. Generally, a minimum of 12 months must be between two consecutive price increases. Concurrently with the price adjustment, the Customer will get an updated order confirmation.

§ 6 SYSTEM INTERVENTION

6.1 Interventions or changes to programs and system environments by the Customer and / or third parties constitute a fatal impairment to the service.

6.2 In such cases, service obligation on the part of EASY will only be valid if the original state of the licensed programs has been restored.

6.3 Inasmuch as EASY executes activities to restore the original state after separate prior agreement, these will be separately billed regardless of the service contract.

§ 7 BEGINNING OF MAINTENANCE

The parties will determine in the corresponding order confirmation when the maintenance contract begins.