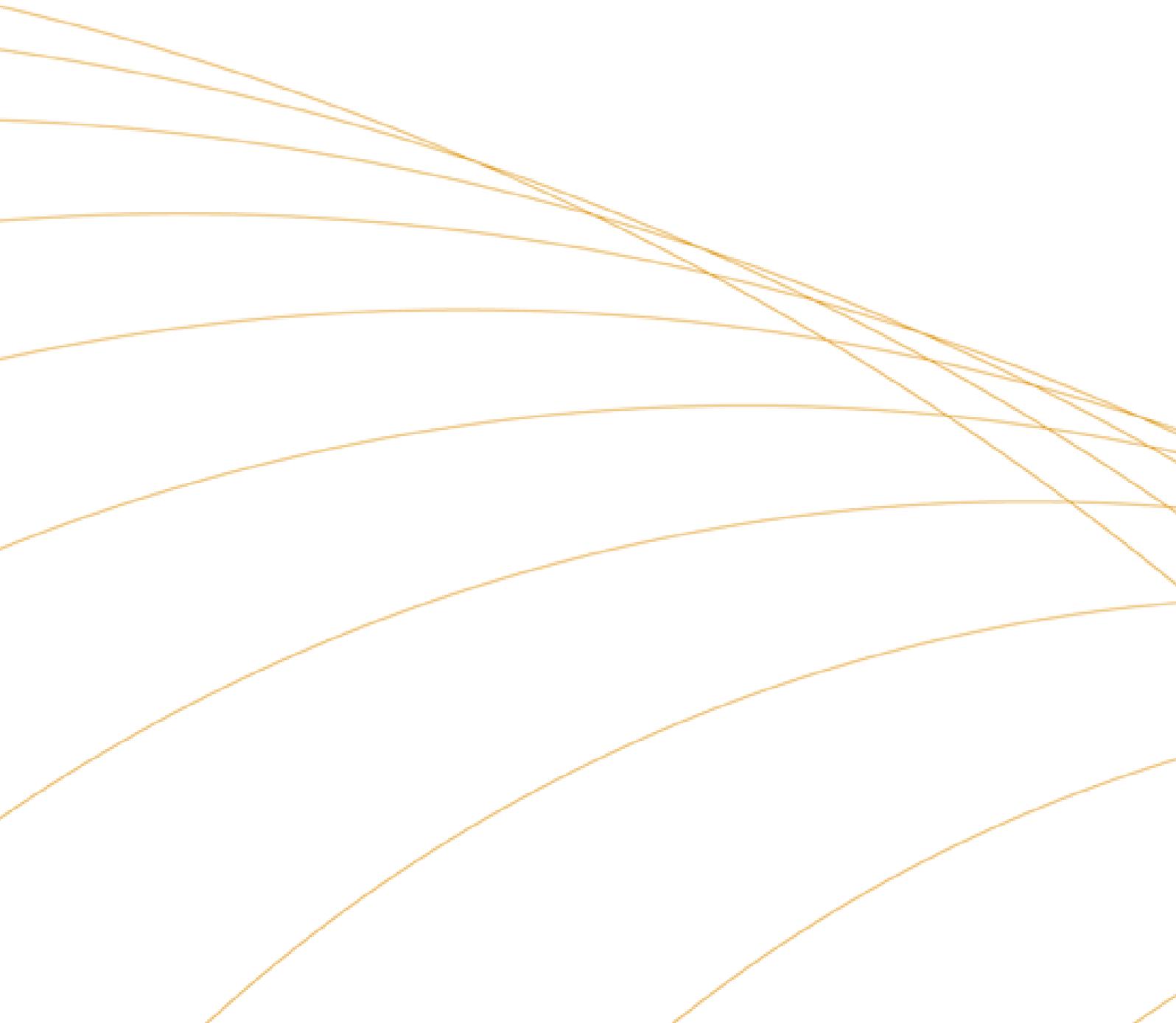




## **ONLINE LICENSING AGREEMENT**

For More Dynamics Licensing bv software



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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 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. IT SUPERSEDES ANY LICENSE TERMS EMBEDDED IN THE SOFTWARE.

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 (further: SLs) required for using the AXtension® Software. AXtension® Online SLs can only operate in combination with certain Microsoft Dynamics 365 Online SLs.

## 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 such an 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 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"

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refer solely to marketing relationships and do not refer to or imply a legal Partnership. Partner always acts as intermediary for SLs 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 (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 Software by paying a periodic subscription fee in return.
- "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.

- "Solution" means AXtension® Software.
- '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. 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 must comply with, and may not work around, any technical limitations in the Software that only allow you to use it in certain ways. 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 the AXtension® Subscription License is activated and ends when your right to use the AXtension® Subscription License 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 and/or Online SLs shall only function in cooperation with a Microsoft Dynamics 365 for Operations SL 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 for Operations Online SL in place. The Microsoft Online SL and the AXtension® Online SL may have a different duration. If the Microsoft SL is terminated this does not automatically also terminate the AXtension® SL and vice versa.
4. The ability to access and extract customer data produced as a result of using the AXtension® Solutions will be organized by Microsoft in accordance with the Microsoft

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OST. This equally applies to the terms and conditions for retaining customer data. Licensor cannot be held accountable 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 SL.
6. SLs for AXtension® Solutions are, depending on the Solution, licensed based on (i) module, (ii) named user or (iii) a combination of the two. Named user Licences shall be distinguished in Full User Licenses and Team Member Licenses.
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 Software components. Unless otherwise disclosed in that Software, Licensor, not the third party, licenses these components to you under Licensor's license terms and notices.
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 to a third party without Licensor's and Partner's prior written consent. If permitted, there may be additional charges for transferring the Software and/or a SL to a third party.
11. The license terms of this Online Licensing 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 renew or purchase a AXtension® SL, the then-current MDL AXtension® Online Licensing Agreement will apply and will not change until the renewal date of your subscription. Licensor will send you the applicable Online Licensing Agreement upon your first request.
13. AXtension® SLs 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.
14. 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.

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## 5. INSTALLATION AND USE RIGHTS

1. 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.
2. 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 licensing agreement regardless of (the physical location of) the Server upon which the Software is used.

## 6. USER LICENSES

1. If an AXtension® Solution is module based, you do not have to license each specific user. Your subscription license fee will be one amount per module based AXtension® Solution.
2. If a AXtension® Solution is user based, you will have to license each specific (named) user with either a Full User SL or a Team Member SL. Typically the AXtension® Solutions will be merged with Microsoft Dynamics 365 for Operations. For each AXtension® Solution, the total number of Full User SLs required, shall equal the total number of Microsoft Dynamics 365 for Operations Full User SLs. If a AXtension® Solution is also licensed for Team Member users, for such Solution, the total number of Team Member User SLs required, shall equal the total number of Microsoft Dynamics 365 for Operations Team Member User SLs.
3. If an AXtension® Solution is both module based and user based, you shall license the AXtension® Solution as well as every user of that Solution, in accordance with paragraphs 1 and 2 of this section.
4. Be aware that the Microsoft Dynamics 365 user SL for any user is defined by its respective access to Microsoft Dynamics 365 itself. This may be a different type of user SL compared to the user SLs of Licensor. For more details about the Microsoft policy, please refer to your applicable Microsoft Dynamics 365 Licensing Guide.
5. The required Microsoft Dynamics 365 user SLs 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 for Operations 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.
6. 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 Software,or

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- reduce the number of users the Software directly manages, (sometimes referred to as “multiplexing” or “pooling”), does not reduce the number of licenses you need.

## **7. 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.

## **8. 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 SLs, at Licensor’s expense. This right to verify compliance expires three (3) years after the applicable SL’s 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 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, a machine ID, and the internet protocol address of the device. By using the Software, you consent to the

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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 may be affected. You may only obtain updates or upgrades for the Software from Licensor or authorized Partners.

3. Licensor may recommend or download to your devices updates or supplements to the Software, with or without notice. 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 Licensing 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 at least once a year starting from the date you first license the Software. You must 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 SL's to cover your use. If material unlicensed use is found, you shall reimburse Licensor for the costs Licensor has incurred in verification and you must acquire the necessary additional SL's at single retail SL costs within 30 days.
8. If Licensor undertakes verification and does not find material unlicensed use (SL shortage of 5% or more), Licensor will not undertake another verification of the same entity for at least one year.
9. 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.

## **9. EVALUATION AND NFR SOFTWARE**

1. If the Software you have received with this license is a 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 of 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 of 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. A 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 Microsoft Dynamics 365. If, upon your request, a Software version should be provided, compatible with a earlier version of Microsoft Dynamics 365, Licensor or Partner may bill you for providing backward compatibility.

## **10. 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 SL.

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2. Downward compatibility of (new) versions of the Software with any related Software is not warranted. Licensor shall use best endeavours to ensure the most recent version of the Software is compatible with the most recent version of Microsoft Dynamics 365. 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.
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 365) remains unaltered. Conditions may be attached to provide this downward compatibility.

## **11. 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). It is not possible to terminate SLs prematurely, except when article 4 of this section applies.
2. Each AXtension® Online SL 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 SL of your intention not to renew such SL, or (ii) you provide Licensor or Partner with written notice no later than thirty (30) days prior to the end of the Online SL of your intention to renew such SL 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 SL of its intention not to renew such SL.
3. Provisions that survive termination or expiration of the Online SL are those which by their nature are intended to survive, including but not limited to your obligation to pay due invoices concerning any period of time before the termination or expiration date.
4. You or Licensor may terminate an Online SL (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 SL upon thirty days written notice if you fail to pay due subscription license fees, unless this failure is cured during that thirty day period.
6. SL fees shall be paid before the beginning of a (extended) subscription term. Invoiced SLs are non-refundable except in case of your termination as a result of material breach by Licensor. In this case the remainder of the paid SL fees from termination date until the end of the subscription term will be refunded.

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

## **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. To the extent permitted by law, any implied warranties, guarantees, or conditions last only during the term of the SL.
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 repair or replace the Software at no charge. If Licensor cannot substantially correct the deficiency in a commercially reasonable manner, you may end the SL and Licensor or Partner will 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.
5. Licensor will also repair or replace supplements, updates, and replacement Software at no charge. If Licensor cannot substantially correct the deficiency in a commercially reasonable manner, you may end the SL and Licensor or Partner will 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.
6. These are your only remedies for breach of the limited warranty.
7. 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.
8. The Limitation on and Exclusion of Damages clause below applies to breaches of this limited warranty.
9. Partner shall be your primary contact on any warranty related issues.
10. 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.
11. Licensor has tested its AXtension® Solutions to be able to function properly in combination with Microsoft Dynamics 365. 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 and/or Microsoft Services should demonstrably be malfunctioning and the impact of this malfunctioning is demonstrably influencing the AXtension® Solutions.

## **13. LIMITATION ON AND EXCLUSION OF DAMAGES**

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1. The maximum aggregate liability of Licensor for all events (or series of connected events) arising in any twelve month period do not exceed the annual subscription fees paid for the applicable AXtension® Solution directly causing the damage for that twelve month period. "Any twelve month period" in this respect commences on the Subscription Term start date or any of its (annual) anniversaries.
2. You cannot recover any lost profits or consequential, special, indirect, punitive or incidental damages.
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 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.
4. It also applies even if:
  - repair, replacement, or a refund for the SL 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.
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. 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 case of infringement, or risk of infringement determined at Licensor's sole discretion, Licensor shall replace or modify the AXtension® Solutions so that they no longer cause the infringement. If neither of such alternatives is, in Licensor's opinion, commercially reasonable, Licensor shall be entitled to terminate the online subscription license for the 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.
3. 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:

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- 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.
4. 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.
5. In the event of an Infringement Claim Licensor shall be entitled, at its discretion, to replace or modify the affected AXtension® Solutions by other software, which essentially possesses the same functions as the affected AXtension® Solutions. In that case you shall have no further claim against Licensor.
6. In the event that Licensor should decide to take legal action, Licensor shall have the right to postpone the replacement described above, until final judgment has been rendered. Until then you shall have no right to raise any claims regarding this matter against Licensor.
7. 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.

## **15. 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](http://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).

## **16. COMPLIANCE WITH LAWS**

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Licensor will comply with all laws and regulations applicable to its provision of the Software. You must comply with all laws and regulations applicable to your use of the Software, including laws related to privacy, 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 are appropriate for storage and processing of information subject to any specific law or regulation.

## **17. 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.

## **18. NOTICES**

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