

END USER LICENSE AGREEMENT (EULA)

for Microsoft Dynamics 365 Business Central extensions/apps purchased through Microsoft AppSource

This End User Agreement ("EULA") is a legal agreement between you, the End User (either an individual or a single entity) and ONE-IT, for the ONE-IT software product provided with this EULA, including associated media, licenses and all related internet-based ONE-IT services ("Product"). A change or addition to this EULA may be included with the product. You agree to be bound by the terms of this EULA by installing or using the product.

1. Definitions.

The term "End User" means any company or individual who has purchased a license to use the product solely for his or her use and benefit.

"Use of the Product from the Microsoft AppSource website constitutes a purchase subject to the terms of this agreement."

The term "Product" is used in this agreement for the ONE-IT software applications and programs provided by ONE-IT to the End User or Partner in any form or medium, including transmission in electronic form, including changes, corrections, enhancements, upgrades and updates provided by ONE-IT now or later.

The term "Partner" is used in this agreement to mean a certified Microsoft Dynamics 365 reseller who maintains a current and valid agreement with Microsoft for the resale of Microsoft Dynamics 365 and is an authorized reseller of the product.

The term "Related Material" means any printed matter, documentation and/or media provided with the Product by the Partner or by ONE-IT for use with the Product.

The term "License" or "Licensing" refers to Product licenses purchased for use by the End User of the Microsoft Dynamics 365 Product or Product. Licensing consists of Named Users. To use the Product, Licenses for Microsoft Dynamics 365 Business Central must be obtained from Microsoft through an authorized reseller.

The term "Known User" means a licensed individual user of the product, established through a login identity. Dynamics 365 product licenses provided by Microsoft allow a limited number of Named Users.

The term "Additional Functionality" means improvements to the Product by the Partner, either specifically for the End User or for all End Users of the Partner.

The term "Limited Warranty" means a warranty by ONE-IT that the unmodified Product will function in accordance with the Related Materials for a period of thirty (30) days from the date of receipt.

2. Right to Use the Product.

As long as you obtained the product from ONE-IT or an authorized Partner through an authorized download from the Microsoft AppSource website, ONE-IT grants you a non-exclusive right to use the Product in the manner and for the purposes described in this Agreement, and the Related Materials. The right to use the Product granted to you under this Agreement is subject to timely payment by you of all applicable product license and/or subscription fees.

3. Reservation of Rights and Title.

ONE-IT reserves all rights not expressly granted to you in this EULA. The product is protected by copyright and other intellectual property laws and treaties. ONE-IT owns the copyright and other intellectual property rights to the product. The Product is either licensed, not sold, or subscribed, not sold.

4. Restrictions on Reverse Engineering, Decompilation and Disassembly.

You may not reverse engineer, decompile or disassemble the Product, except and only to the extent that such activities are expressly permitted by applicable law notwithstanding this limitation.

5. Consent to Use of Data.

You agree that ONE-IT and its affiliates may collect and use technical information collected as part of the product support services provided to you, if any, related to the product. ONE-IT may only use this information to improve our products or provide services or technologies to you and will not disclose this information in a form that personally identifies you.

6. Links to Third Party Websites.

ONE-IT is not responsible for the content of third party sites or services, links in third party sites or services, or changes or updates to third party sites or services. ONE-IT provides these links and access to third party sites and services only as a convenience to you and the inclusion of any link or access does not imply endorsement by ONE-IT of the third party site or service.

7. Additional product/services.

This EULA applies to updates, supplements, add-on components or web-based service components of the Product that ONE-IT may provide or make available to you after the date you deploy the Product from the Microsoft AppSource website.

8. Updates.

To upgrade the product to future versions, you must first have a license for the product that ONE-IT believes is eligible for the upgrade.

9. Not for resale products.

The product provided to Partners identified as "Not for Resale" or "NFR" may not be sold or otherwise transferred for value, or used for any purpose other than demonstration, testing, or evaluation.

10. Export Restrictions.

You acknowledge that the product is subject to geographic restrictions imposed by Microsoft on the Dynamics 365 Business Central product.

11. Product Transfer.

The product may not be transferred to any other legal entity, whether an individual or a single entity. Use by multiple end users under a single Dynamics 365 license is restricted by Microsoft licensing guidelines.

12. Termination.

Without prejudice to any other rights, ONE-IT may terminate this EULA if you fail to comply with the terms of this EULA. In that case, you must remove the Product from your Dynamics 365 database



13. Disclaimer of Warranties, Limitation of Liability.

We do not warrant that your use of our product will be uninterrupted, timely, secure, or error-free. We do not warrant that the results that may be obtained from the use of the product are accurate or reliable. You agree that we may from time to time indefinitely remove the Product or cancel the Product at any time without notice to you. You expressly agree that your use of the Product, or inability to use it, is at your own risk. The Product supplied to you is (except as expressly stated by us) provided "as is" and "as available" for your use, without any representations, warranties or conditions of any kind, express or implied, including all implied warranties or conditions of merchantability, merchantability, merchantable quality, fitness for a particular purpose, durability, title and non-infringement. In no event shall ONE-IT, our directors, officers, employees, affiliates, agents, contractors, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim or any direct, indirect, incidental, punitive, special or consequential damages of any kind, including, but not limited to, lost profits, lost revenues, lost savings, loss of data, replacement costs, or any other similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising out of your use of the Product, or for any other claim related in any way to your use of the Product, including, without limitation, errors or omissions in the content, or any loss or damage of of any kind resulting from the use of the Product, transmitted or otherwise made available through the service, even if you have been advised of its possibility. Because some states or jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages in such states or jurisdictions, our liability in such states or jurisdictions will be limited to the maximum extent permitted by law. or for any other claim related in any way to your use of the Product, including, without limitation, errors or omissions in the content, or any loss or damage of any kind resulting from the use of the Product, transmitted or otherwise made available through the service, even if you have been advised of its possibility. Because some states or jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages in such states or jurisdictions, our liability in such states or jurisdictions will be limited to the maximum extent permitted by law. or for any other claim related in any way to your use of the Product, including, without limitation, errors or omissions in the content, or any loss or damage of any kind resulting from the use of the Product, transmitted or otherwise made available through the service, even if you have been advised of its possibility. Because some states or jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages in such states or jurisdictions, our liability in such states or jurisdictions will be limited to the maximum extent permitted by law. or any loss or damage of any kind resulting from the use of the Product, transmitted or otherwise made available through the service, even if you have been advised of the possibility. Because some states or jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages in such states or jurisdictions, our liability in such states or jurisdictions will be limited to the maximum extent permitted by law. or any loss or damage of any kind resulting from the use of the Product, transmitted or otherwise made available through the service, even if you have been advised of the possibility. Because some states or jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages in such states or jurisdictions, our liability in such states or jurisdictions will be limited to the maximum extent permitted by law.

14. Indemnification.

You agree to indemnify ONE-IT, interns and employees against any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your violation of this

EULA or the documents they by reference in this EULA or the documents they hold, or your violation of any law or the rights of a third party.

15. Severability.

If any provision of this EULA is determined to be unlawful, void or unenforceable, such provision shall nevertheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from this EULA, such determination shall not affect the validity and enforceability of any other remaining provisions.

16. Applicable Law.

This EULA and any separate agreements whereby we supply you with Products shall be governed by and construed in accordance with the laws of the Netherlands. The competent court is Arnhem (the Netherlands).

17. Changes to the EULA.

You can view the most current version of the EULA at any time on this page. We reserve the right, at our sole discretion, to update, change or replace any part of this EULA by posting updates and changes to our website. It is your responsibility to regularly check our website for changes. By continuing to use or access our website or the product after the posting of changes to this EULA, you accept those changes.

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