Software Maintenance Agreement

Version 3.3

1 Software Maintenance

This Software Maintenance Agreement ("the Agreement") entitles the Licensee to utilize the latest version of the Tasklet Factory Mobile WMS device and server software (in the following named "Software"), including service packs and hot fixes. The Licensor does not guarantee that the Licensee can fully utilize all service packs and hot fixes.

This Software Maintenance Agreement applies only to the Licensee. The Licensee must have purchased/subscribed the Software to be maintained under this agreement; must comply with the valid End-User License Agreement; and must at all times comply with this Software Maintenance Agreement in order to utilize any released version including hot fixes and service packs (in the following "the Updates").

The Licensee is required to follow all instructions given by the Licensor regarding installation and use of updates. Furthermore, the Updates are a standard upgrade, and it is the responsibility of the Licensee to ensure that the Updates, the functions of the Updates, the effect of the Updates and the documentation fulfill the Licensee's requirements and the Licensor hereby renounce all liability in relation to this.

2 Agreement Period

The Agreement period runs from the date the licenses are purchased through the 30th of June, unless purchased within 3 months of June 30th. If purchased within three months of June 30th then the Agreement period would run through June 30th of the following year. The Licensee can decide to extend the Agreement period to qualify for a discount.

3 Prices *

The price for the Software Maintenance is 20% of the license value per year. The license value is calculated according to the total purchase value of the devices licensed. Be aware, that the price is calculated according to the latest purchase.

Example:

The license value **=** (the latest purchase server license value) **+** (total number of devices **x** latest purchase device license value).

If the Licensee agrees to a 3-year term period, then the price is 16% of the license value per year. To qualify for the discount the Licensee must pay for the full duration of the agreement up front.

* Not relevant for Subscription Licensees as Software Maintenance is included in the monthly subscription costs.

4 Termination

The Agreement can be terminated by email notification to sales@taskletfactory.com at any time. Prepaid fees are non-refundable, but the Agreement will remain in effect until the prepaid period runs out.

5 Renewal

Unless terminated with a written notice to the Licensor prior to the expiration of an upgrade period, the Agreement is continuously renewed with an additional one-year period. In the event that the Licensee does not want to extend the Agreement, the Licensee must terminate the Agreement in writing within 14 days of receiving the invoice. This is done by sending an email to sales@taskletfactory.com.

6 No Software Maintenance

After the termination of the Agreement the Licensee is not entitled to utilize, implement, download or in any other way use any updates released AFTER the Agreement has been terminated.

If the Licensee requires utilizing any updates after the termination of the Agreement, the Licensee must sign a new Software Maintenance Agreement from the date of termination of the previous Software Maintenance Agreement and pay a penalty fee as defined in the current pricelist.

7 Invoicing

The Software Maintenance is invoiced when the related licenses are purchased.

If the Licensee purchases additional licenses, then these licenses are added to the current Software Maintenance Agreement. The Licensee will be invoiced for the period from the purchase date to the end of the current agreement period.

Example:
Current agreement interval: 01.07.2018 – 30.06.2021
Current price: 16%

If the Licensee adds licenses on 01.07.2019 then the Licensee is invoiced for 2 years but will still qualify for the discounted price. The invoiced amount is: Current License Price x 16% x 2 years = Current License Price (discounted invoice price).

8 Limited Warranty

The Licensor does not warrant or guarantee any of the following:

- Retrospective compatibility between updates and new versions/releases and their functionality, or between linguistic or country specific functionality.
- The Licensee's full functionality of the updates and new versions/releases.
- Updates and new versions/releases will not conflict with any changed functionality/other modifications conducted in the Licensee's software, i.e. that they will not be fully functional after the installation of the updates.
- The release of a new version of the Software if a new version of Dynamics BC/FO is released. Licensor will, however aim to release new versions following the release of new versions of Dynamics BC/FO.

The Licensor shall not be liable to the Licensee for any loss or damage whatsoever or however caused arising directly or indirectly in connection with this License Agreement, the Software, its use or otherwise.

The Licensor expressly excludes liability for any indirect, special, incidental or consequential loss or damage that may arise in respect to the Software, its use or in respect of equipment property, or for loss of profit, business revenue, goodwill or anticipated savings.

In the event that any exclusion contained in this Software Maintenance Agreement shall be held to be invalid for any reason, and the Licensor becomes liable for loss or damage that may lawfully be limited, such liability shall be limited to the actual annual Software Maintenance Agreement fee paid by the Licensee.

In the event that the Licensee discovers a material error which substantially affects the Licensee's use of the Software, and the Licensee notifies the Licensor (in writing) of the error within 30 (thirty) days from delivery, the Licensor shall use all reasonable measures to correct by patch or new release (at its option) that part of the Software which does not comply. These are the sole remedies and are PROVIDED THAT such non-compliance has not been caused by any modification, variation or addition to the Software not performed by the Licensor or caused by its incorrect use, abuse or corruption of the Software or by use of the Software with other software or on equipment with which it is incompatible.

It is a precondition for any liability by the Licensor for errors in the Software or updates that the error can be recreated in a test environment by the Licensor.

WHERE ANY LIABILITY HAS BEEN LIMITED IN THIS SOFTWARE MAINTINENCE AGREEMENT, THE LIMITATIONS SHALL HAVE MAXIMUM EFFECT PERMITTED BY APPLICABLE LAW.

9 Intellectual Property Rights

The Licensee acknowledges that any and all of the copyright, trademarks, trade names and other intellectual property rights subsisting in or uses in connection with the updates, and the software for which the updates are intended, all documentation and manuals relating hereto, are and shall remain the sole property of the Licensor

and related parties with regards to copyright, trademarks and intellectual property rights. The Licensee shall not during or at any time after the expiration or termination of this Software Maintenance Agreement in anyway question or dispute the ownership by the Licensor thereof.

The Licensee will not reverse engineer, disassemble, brake or change any access codes, if any. Further, the Licensee will not change or remove any specifications in the updates or the Software for which the updates are intended, or make changes to the media on which the updates are delivered, or to change any statements on property trademarks etc.

10   Assignment

The Licensor can transfer or assign all rights or obligations under this Software Maintenance Agreement to another entity in the Licensor's Group without the prior consent of the Licensee.

The Licensee will not sell, distribute, rent, lend or transfer/assign the updates or the right to receive the updates to any party without the prior written consent of the Licensor.

11   Waiver

If one of the parties does not use their full right or are delayed in using their right or remedy provided by this Software Maintenance Agreement or by law, that failure or delay will not result in a waiver of that specific or any other right or remedy for the specific party.

12   Force Majeure

None of the parties shall be held liable for any damages arising by the other party being delayed, hindered or prevented in the performance of its obligations under this Software Maintenance Agreement all caused by directly or indirectly consequences or other Force Majeure situations. Force Majeure situations includes war (declared or undeclared), mobilization, terrorism, catastrophes of nature, strikes, lock-out, damage to production plant, import and export regulations, fire and any other unforeseeable circumstances beyond the control of the parties concerned.

13   Severability

If any of these terms, conditions or provisions shall be determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall to that extent be eliminated from the remaining terms, conditions and provisions which shall continue to be valid to the fullest extent permitted by law.

14   Notices Between the Parties

Any notice given by either party to the other, may be sent as recorded delivery at the address stated in this Software Maintenance Agreement, or such other address given from time to time, in case the address of the Licensor or Licensee has changed.

15   Law and Venue

The rights and obligations of this Software Maintenance Agreement shall be constructed in accordance with the laws of Denmark. Any dispute, controversy or claim arising out of or in connection with the Software Maintenance Agreement shall be finally settled in accordance with Danish Law with The Court of Aalborg, Denmark, as venue.