

1 Entry into force of these License Terms

- 1.1 These Terms of Use come into force from the moment the Licensee has accepted the license agreement.
- 1.2 Licensee agrees to be bound by, and comply with, these terms and conditions ("License") by installing the Software. All software produced and delivered by Elite IT is subject to these Terms of Use.
- 1.3 The Licensee confirms that the installation is done in a legal and valid license for Microsoft Dynamics 365 Business Central (MD365-BC), whenever this is applicable.

2 Scope of license

- 2.1 A separate Agreement specifying the Product, The Price, The Payment Schedule, The License model, Consultancy Services, and other specifics of the agreement between the parties, is required before the Software may be implemented and used by the Licensee.
- 2.2 Subject to the terms and conditions of the Agreement and in consideration of the payment of all applicable license fees, The Licensee is granted a limited, non-exclusive, non-transferable, and revocable right and license to install, operate and use the Software in accordance with this agreement.
- 2.3 The License model is stated in the Agreement. The license of the Software is based on; the number of copies of the Software the Licensee installs in Microsoft Dynamics 365 Business Central databases, The number of users, The number of legal entities, The number of plants or other operational units, usage of different components, and/or additional modules, functionalities or addons. The Software is licensed in accordance with the license model agreed between the Parties in the Agreement.
- 2.4 There are two General License Models:
 - 2.4.1 Subscription License - Elite IT grants The Licensee a license with respect to the Software during the subscription term agreed upon. Enhancement is included in the subscription license. The subscription fee will be invoiced and paid in advance. Work in relation to enhancement implementation is invoiced according to time and material consumption.
 - 2.4.2 Purchase License Model: Elite IT grants Licensee a purchase license with respect to the Software for an unlimited period, always under the explicit condition that Licensee has paid for the Enhancement. For the purchase license, Enhancement is mandatory. Enhancement will be provided on a yearly basis and will be invoiced in advance. Work in relation to enhancement implementation is invoiced according to time and material consumption.
If Licensee decides not to renew the Enhancement or doesn't pay the Enhancement fee, the purchase license shall automatically terminate at the end of the Enhancement period, for which a payment has been made.
 - 2.4.3 When the License Terms expire regardless of the reason for that, the Licensee shall immediately and without compensation uninstall the Product and destroy all copies thereof.

3 Intellectual Property Rights

- 3.1 All intellectual property rights to the software and services belong solely to Elite IT ApS or its suppliers or subcontractors. Subject to the Licensee's payment of all fees, costs, and expenses, the Licensee acquires a non-exclusive, time limited license to use the approved services for the Licensee's own internal business purposes. The Licensee is not entitled to transfer fully or partially, sublicense, or market the services to third parties without obtaining permission from Elite IT ApS. Separate terms may apply to the Licensee's use of the services to the extent that the intellectual property rights and/or ownership rights to the services belong to third parties (e.g., software or hardware provided by third parties). If this is the case, the Licensee exclusively acquires the right to use such services in accordance with the terms and conditions set by third parties. Elite IT ApS is entitled to utilize any general knowledge, including information technology, ideas, concepts, know-how, or techniques obtained in connection with the provision of the services. Thus, Elite IT ApS is entitled to develop, manufacture, deliver, and market identical or similar services with third parties.
- 3.2 It is strictly prohibited to decompile or modify the Software, duplicate the code and/or translate it or otherwise submit it to reverse engineering. The Licensee acknowledges that the Software and all copyrights, trademark rights, trade secrets and other rights, are the sole property of Elite IT.
- 3.3 Elite IT shall be allowed to take technical measures to protect the Software and/or validate Licensee's use of the Software.

4 Disclaimer

- 4.1 Elite IT shall not be liable for direct or indirect loss, costs, or damage incurred by the Licensee or Third Parties due to defects and deficiencies in the delivered product.
- 4.2 Elite IT shall not be liable for defects and deficiencies in delivered Standard Software. All software is provided with the warranties that accompany it from the software supplier. In collaboration with the Licensee, Elite IT can prepare a defect description and report it to the software supplier. If the software supplier's proposed solution (scope, time frame, content, etc.) cannot be accepted by the Licensee, the Licensee may choose to have Elite IT rectify the error.
- 4.3 Stated delivery times are purely indicative, and Elite IT assumes no responsibility or liability for the consequences of exceeding such indicative delivery times.
- 4.4 Elite IT assumes product liability in accordance with the applicable legislation at any given time, but does not assume liability beyond what is stipulated by the non-negotiable rules of legislation. Any non-legally regulated product liability developed in accordance with Danish case law on compensation is expressly waived and limited as stated above.

5 Dispute – Governing law and Venue

Any dispute between the Licensee and Elite IT ApS shall initially be sought to be resolved amicably. If the parties are unable to resolve a dispute amicably, it shall be brought before the court at Elite IT ApS' domicile. Elite IT may demand that the dispute be settled through arbitration in accordance with applicable Danish rules.