

Tasklet Factory ApS

Upgrade Subscription Agreement

Version 2.4

1 UPGRADE SUBSCRIPTION

This Upgrade Subscription Agreement entitles the Licensee to utilize the latest version of the 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 Upgrade Subscription Agreement applies only to the Licensee. The Licensee must have purchased 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 Upgrade Subscription Agreement in order to utilize any released version including hot fixes and service packs (in the following “updates”).

The Licensee is obliged to follow all instructions given by the Licensor regarding installation and use of the 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 until the first coming 30th of June. The Licensee can decide to extend the agreement period to qualify for a discount.

3 PRICES

The price for the Upgrade Subscription is 20% of the license value per year. If the Licensee decides to extend the period to at least 3 years 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.

4 TERMINATION

The agreement can be terminated with email notification to support@taskletfactory.com at any time. Prepaid fees are not refunded, 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 expiry of an Upgrade period, the Upgrade Subscription 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 support@taskletfactory.com.

6 NO UPGRADE SUBSCRIPTION

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

If the Licensee requires utilizing any updates after the termination of the Upgrade Subscription Agreement, the Licensee must sign a new Upgrade Subscription Agreement from the date of termination of the previous Upgrade Subscription Agreement and pay a fee of €1.500.

7 INVOICING

The Upgrade Subscription is invoiced when the related licenses are purchased.

If the Licensee purchases additional licenses then these licenses are added to current Upgrade Subscription 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: 01.07.2010 – 30.06.2013
 Current price: 16%

If the Licensee adds licenses for €1.000 on 01.07.2011 then the Licensee is invoiced for 2 years, but will still qualify for the discounted price. The invoiced amount is: €1.000 x 16% x 2 years = €320.

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.
- That 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 AX/NAV is released. Licensor will, however aim to release new versions following the release of new versions of Dynamics AX/NAV.

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 of 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 Upgrade 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 Upgrade 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 endeavours 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 LICENSE 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 expiry or termination of this Upgrade Agreement in any question, dispute the ownership by the Licensor thereof.

The Licensee will restrain from reverse engineering, disassembly, break or change any access codes, if any. Further, the Licensee will restrain from the change or removal of any specifications in the updates or the Software for which the updates are intended, or 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 Upgrade Subscription 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 Upgrade Subscription 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 Upgrade Subscription Agreement all caused by directly or indirectly consequences or other Force Majeure situations. Force Majeure situations includes war (declared or undeclared), mobilisation, terrorism, catastrophes of the 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 severed 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 to be given by either party to the other, may be sent as recorded delivery at the address stated in this Upgrade 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 Upgrade Subscription Agreement shall be constructed in accordance with the laws of Denmark. Any dispute, controversy or claim arising out of or in connection with the Upgrade Subscription Agreement shall be finally settled in accordance with Danish Law with The Court of Aalborg, Denmark, as venue.