

# Software License Terms & Terms of Service

## For Continia Software solutions

These license terms & Terms of Service (“agreement”) are an agreement between Continia Software A/S and you. Please read these terms carefully.

Except as otherwise expressly specified, this agreement applies to all of the Continia Software products and services.. It also applies to any Continia Software and Continia Online Service i.e.

- updates,
- supplements,
- cloud-based services, and
- support services

for this software and Continia Online Service **This agreement supersedes the license terms embedded in the software.**

By installing, having installed, subscribing to, or using the software or Continia Online Service, you accept this agreement (including any modifications made to it from time to time). If you do not accept this agreement, do not install, have installed, subscribe to, or use the software or Continia Online Service.

If an individual enters into this agreement on behalf of a legal entity, that individual warrants that he or she has the authority to bind that entity to this agreement.

Upon installing and using a Continia product, you are giving Continia Software the right to display your company name and logo on the company website for reference purposes, and to store such content. You can, however, at any time request to avoid getting your information published. You can do this by writing to [mail@continia.com](mailto:mail@continia.com).

**Notice Regarding License Validation.** Customer solutions in which the software is installed may periodically provide information to verify that the software is properly licensed and that the term has not expired. This information includes the customer identifier, product name, license serial number, product version number, and usage data. Aggregated data may be used to evaluate the effectiveness of our validation features. By using the software or Continia Online Service, you consent to the transmission of the information described in this paragraph.

If you comply with this agreement, you have the rights below for each license you acquire for the software.

## 1. Overview

### 1. **Software.** The software may include

- software/code to be implemented in your ERP Solution
- server software;
- client software that can be installed on devices and/or used with the server software;
- additional components that may be separately licensed; and
- any updates or supplements for the software.

### 2. **Licensing.** The software is licensed based on

- the number of copies of the product you install on premises or use on a hosted basis;
- the number of users (defined by product)

- the number of legal entities (companies) in your ERP solution
- usage of different components; and
- additional modules/functionality you license.

3. **License Model.** The software is licensed under two models:

- **Purchase License Model** – Under this model, you have licensed the software on purchase license terms, as code that is installed on your premises or hosted for you by a third party acting as your agent ("Purchase License Model"). In combination with the Purchase License Model an Enhancement Plan can be purchased to license access to Continia Online Services.
- **Subscription License Model** – Under this model, you have licensed the software and Continia Online Services for a limited period of time. The software with access to Continia Online Service may be installed on your premises with day to day management and control solely by your partner, or hosted by your partner or any third party providing services to you ("Subscription License Model").

If your Subscription License expires or terminates, your right to use the software will stop immediately, and the software/code must be removed from your systems and from any other system where the code has been installed when your solution are hosted for you by a third party

## 2. DEFINITIONS

- **"affiliate"** means any legal entity that directly or indirectly owns, is directly or indirectly owned by, or that is directly or indirectly under common ownership with a party to this agreement.
- **"ERP solution"** means the customer's Microsoft Dynamics NAV or Microsoft Dynamics 365 Business Central solution regardless of whether it is run on own server or as a hosted solution.
- **"User"** means a user who accesses your ERP Solution or the Continia Software product or Continia Online Service directly or indirectly.
- **"ownership"** means more than 50% ownership.
- **"partner"** means the entity that has accepted a Reselling agreement with Continia Software authorizing it to market and distribute the software.
- **"server"** means a physical hardware system or virtual server capable of running server software.

- **"you"** means the legal entity that has agreed to this agreement, your affiliates, and each of your, and your affiliates', employees, contractors, agents and suppliers.
- **"Continia Online Service"** means web functionality that provides access to uploading transactions such as e.g. reimbursement of travel expenses, bank payments and document scanings and functionality to manage access and usage.
- **"Software"** means the Continia software components installed in the customer ERP solution.

### 3. INSTALLATION AND USE RIGHTS.

0. **Continia Software component.** You must either purchase or subscribe to a Continia software license to use the software with your ERP Solution. You may install an unlimited number of copies of the Continia software. However, you may only use the number of copies, databases and companies that your license permits.
1. **Additional Components.** If additional components are available to you, you must obtain a separate license for each solution if you wish to run an additional component for multiple solutions.
2. **Continia Online Service.** You are only authorized to use Continia Online Service if you have a valid license for Continia Software and an active enhancement plan or an active subscription.

### 4. SCOPE OF THE USER RIGHT

During the term of the license agreement, the license holder will have the user right to the Product for the following users:

0. Internal users employed by the license holder. The number of internal users may, as a result of an agreement entered between the license holder and Continia Software, be limited to a number of registered employees, a number of simultaneous users, a physical location, etc.
1. External users, including the license holder's advisers, however solely for the purpose of gaining access to process the license holder's data.
2. If the Product is to be used in multiple accounts within the same group, the license holder must order an additional license per VAT or IRS number.
3. Beyond the situations mentioned above, the user right does not include other persons, including other legal persons. Subsidiaries and other affiliated companies are not covered by the license, unless otherwise agreed upon with Continia Software or the license holder's Microsoft Partner.
4. The license holder is responsible for the external persons, who have access to the Product, in accordance with the license agreement.

## 5. ENHANCEMENT PLAN

The Continia Software Product and Continia Online Service is covered by an enhancement plan.

0. The Enhancement Plan covers all parts (modules) of the Product to which the license holder has a license. An extension of the scope of the license agreement will result in a corresponding extension of the Enhancement Plan for the parts (modules) to which the Enhancement Plan is offered.
1. The Enhancement Plan gives the license holder user rights to the updates on these terms and conditions.
2. The updates can include error recovery, new/improved features, adaptation to current legislation and accounting practice, etc. the license holder has the user right to the updates simultaneously with their release.
3. The Enhancement Plan gives the license holder the right to use Continia Online Service in connection with the licenced products.
4. The annual renewal fee of the Enhancement Plan will be adjusted according to an indexation rate. Please see the current pricelists as described at <http://continia.com/pricing>.

## 6. TERMS SPECIFIC TO PURCHASE LICENSE MODEL.

Your rights to use the software are purchased, but may be revoked if you do not comply with the terms of this agreement.

0. **Enhancement Plan** is mandatory for as long as the software is in use and for as long as you need to be able to access Continia Online Service. Enhancement Plan is invoiced yearly in advance.
1. **Termination:** The license and Enhancement Plan can be terminated 30 days before the beginning of a new yearly term.

## 7. TERMS SPECIFIC TO SUBSCRIPTION LICENSE MODEL.

Your rights to use the software and Continia Online Service are granted in the subscription period, but may be revoked if you do not comply with the terms of this agreement.

0. **Subscription Validation**

Solutions in which the software is installed will from time to time perform a validation check of the software and the access to Continia Online Service. Validation verifies that the software and access to Continia Online Service has been properly licensed. It also verifies that no unauthorized changes have been made to the validation functions of the software.

The validation check may be initiated by the software or Continia Software. To enable validation checks, the software may from time to time require updates or additional downloads of the validation functions of the software. The updates or downloads are required for the proper functioning of the software, and may be downloaded and installed without further notice to you. During or after a validation check, the server may send information about the software, the computer and the results of the validation check to Continia Software. This information includes customer subscription identifier, product name, license serial number, product version number, and the date of last use. Microsoft will use this information only to verify licensing compliance. By using the software, you consent to the transmission of this information. For more information about validation and what is sent during or after a validation check, contact Continia Software.

1. If, after a validation check, the software or access to Continia Online Service is found to be improperly licensed, Continia Software or your partner may provide notice that the software is improperly licensed, and you may
  - receive reminders to obtain a properly licensed copy of the software, or
  - need to follow instructions in the notice to be licensed to use the software
2. **Term.** The term for your subscription license is monthly. Continia Software reserves the right to change this with 3 months' notice before entering a new term.
3. **Enhancement Plan** is included in the subscription license model.
4. **Termination:** The subscription can be terminated 30 days before beginning of a new subscription term.

## 8. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS

0. **Business Process Outsourcing.** You may not use the software or Continia Online Service to provide business process outsourcing services to your clients or customers. You may however acquire a special BPO license to support your clients. For details contact Continia Software.
1. **Distribution Restrictions.** You may not

- alter any copyright, trademark or product names in the Product;
  - use Continia Software's programs' names or in a way that suggests that your programs come from or are endorsed by Continia Software;
  - modify or distribute the source code of any product
2. **Modification Disclaimer.** You may modify the software only as necessary to use it for your internal business purposes if you received it in source code form, or you or any third party acting on your behalf have licensed tools from Microsoft that allow you or that third party to modify the software's object code. You agree that Continia Software is not responsible for any problems that result from modifications made by you, a partner, or any other third party acting on your behalf, or any problems that are caused by third party hardware or software. Continia Software does not, and will not have any obligation to, provide technical or other support for any modifications to the software made by you, by a partner or by any other third party. Continia Software does not make any representation, endorsement, guarantee or assurance of the suitability of the software for your business, the suitability of the partner or any other third party to create modifications or to implement the modifications or the software, or that any modification created, implemented, supported and/or serviced by, for or on behalf of you or any third party will meet your business needs or operate successfully with the software. Continia Software and its partners are independent entities and Continia Software is not liable for nor bound by any acts of such business partners.
  3. **Complex Software.** The software is complex computer software. Its performance will vary depending on your hardware platform, software interactions, the configuration of the software and other factors. The software is neither fault tolerant nor free from errors, conflicts or interruptions.
  4. **Third Party Notices.** The software may include third party material (i.e. code or documentation) that Continia Software licenses to you under this agreement. Notices, if any, for the third party material are included for your information only.
  5. **Additional Functionality.** Continia Software may provide additional functionality for the software. Other license terms and fees may apply.
9. **CLOUD-BASED SERVICES.** Continia Software provides cloud-based services with the software, including validation services mention above. Continia Software may change or cancel them at any time.

0. **Consent for Cloud-Based Services.** Certain features in the software may connect to Continia Software, Continia Online Service or third party service provider computer systems over the Internet. In some cases, you will not receive a separate notice when they connect. For more information about these features, see the software documentation. By using these features, you consent to the transmission of this information.
1. **Computer Information.** Certain features in the software use Internet protocols, which are sent to the appropriate system's computer information, such as your Internet protocol address, the type of operating system, browser, name and version of the software you are using, and the language code of the device where you installed the software. Continia Software uses this information to make the cloud-based services available to you. Some of these features include, but are not limited to, features in the software that can retrieve related content from Continia Software and provide it to you. To provide the content, these features send to Continia Software the type of operating system, name and version of the software you are using, and the type of browser and language code of the device where you installed the software.
2. **Customer information.** Continia Software may collect data about usage of the software, including, but not limited to Customer information, User information and transaction type. Customer information may be kept for historical reasons, but any personal information will be deleted after termination of this agreement or on request.
3. **Customer Data.** Information stored in the software by the customer must comply with local data privacy legislation, and the customer is responsible for ensuring compliance.
4. **Use of Information.** Continia Software may use the device information, error reports, and malware reports to improve our software and services. We may also share it with others, such as hardware and software vendors. They may use the information to improve how their products run with Continia Software products.
5. **Misuse of Cloud-Based Services.** You may not use these services in any way that could harm them or impair anyone else's use of them. You may not use the services to try to gain unauthorized access to any service, data, account or network by any means.

## 10. DATA PROCESSING.

### 0. Data Controller

You are data controller and are liable for processing any personal data that you process and send to Continia Software in preparation for Continia Software's compliance with the agreement.

### 1. Data Processor



Continia Software A/S is data processor, see the European General Data Protection Regulation and the Danish Data Protection Act in force at any time and only process information on behalf of the Data Controller. The specific terms for this are regulated in data processor agreement between Continia customer and Continia Software A/S available on <http://www.continia.com/global/legal/trust-center/>.

11. **PRODUCT / LICENSE KEYS.** The software may require a key to run or access it. A key may only be used to run or access the particular version of the software for which it was issued. You are responsible for the use of keys assigned to you. You must not duplicate or share the keys with any third party.
12. **SCOPE OF LICENSE.** This agreement only gives you right of use to the Product in the license period on the terms and conditions fixed in this agreement. Continia Software reserves all other rights. Unless applicable law or a separate written contract with Continia Software 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 only allow you to use it in certain ways. You may only use the software for your internal business purposes. You may not
  - o work around any technical limitations in the software;
  - o reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
  - o circumvent the validation functions of the software;
  - o publish the software for others to copy;
  - o rent, lease or lend the software; or
  - o use the software for commercial software hosting services.

Your rights to use the software may be revoked if you do not comply with the terms of this agreement. Rights to access the software do not give you any right to implement Continia Software intellectual property in other software or devices that access the server.

13. **LICENSE TRANSFER.** You may not transfer the software without Continia Software's prior written consent. If permitted, there may be additional charges for transferring the software to a third party.
14. **PRICING AND TERMS OF BUSINESS.** Continia Software product pricing is based on current pricelists as described at <http://continia.com/pricing>. Continia Software reserves the right to change the pricelist, including existing enhancement plans, indexation rates and subscriptions, with 3 months' notice. Continia Software's Terms of Business is described at [www.continia.com](http://www.continia.com) and is considered to be an integral part of this agreement which is thus acceded to by the use of the Product and Continia Online Service.

15. **SUPPORT SERVICES.** Continia Software provides support services for the software through the reselling Dynamics partner as described at <http://continia.com/partner-support.aspx>
16. **ENTIRE AGREEMENT.** This agreement (including the warranty below), and the terms for supplements, updates, cloud-based services, Data Processor Agreement and Terms of Business and support services that you use are the entire agreement for the software and support services.
17. **APPLICABLE LAW.** This agreement is governed by Danish law. Any disputes between the parties that cannot be solved by negotiation may be brought before the ordinary courts with Continia Software's home court, the Court of Aalborg, as venue.
18. **LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES.** For each software product and for Continia Online Service, it applies that Continia Software's maximum total liability towards you is limited to any direct loss which is allocated as a final amount that is not to exceed the amount that you have paid for the Product, while this agreement is in force. You cannot recover any other damages, including consequential, lost profits, special, indirect or incidental damages.

This limitation applies to

- o anything related to the: (i) software, (ii) services, (iii) content (including code) on any third party Internet sites, or (iv) third party materials; and
- o claims for breach of contract, breach of warranty, guarantee or condition, 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.

It also applies even if

- o repair, replacement or a refund for the software does not fully compensate you for any losses; or
- o Continia Software knew or should have known about the possibility of the damages.

The limitation of liability is also extended to comprise the following:

- Continia Online Service. As for Continia Online Service, Continia Software's maximum liability towards you for an incident that gives rise to claims cannot exceed the amount that you have paid for either enhancement plan or subscription fee for the period of 12 months before the incident. In that connection, it is enhanced that Continia Software's total liability for Continia Online Service in no circumstances can exceed the amount that you have paid for Continia Online Service during the subscription period.
- Free products and the right to use Continia software and Continia Online Service in a limited period for test/Trial. For products and access to Continia Online Service in

the limited period, Continia Software's cannot be be liability for and damages or claims.

The limitations of liability in this paragraph applies to the extent that it is permitted within applicable law.

## 19. VERIFYING COMPLIANCE.

0. **Right to verify compliance.** You are required to keep records (including proof of purchase) relating to the software you use under this agreement. Continia Software has the right to verify compliance with this agreement, at Continia Software's expense. You agree to provide reasonable cooperation in the event of a compliance audit, including by allowing Continia Software, on request, to access the usage report as a tool in conducting the audit.
1. **Verification process and limitations.** To verify compliance with the terms of this agreement, Continia Software will engage an
2. **Independent auditor**, 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.
3. **Use of Results.** Continia Software and the auditors will use the information obtained in compliance verification only to enforce Continia Software's rights and to determine whether you are in compliance with the terms of this agreement. By invoking the rights and procedures described above, Continia Software does not waive its rights to enforce this agreement or to protect its intellectual property by any other means permitted by law.
4. **Remedies for non-compliance.** If verification reveals any unlicensed use, you must promptly order sufficient licenses to cover your use. If material unlicensed use is found, you must reimburse Continia Software for the costs Continia Software has incurred in verification and acquire the necessary additional licenses at single retail license cost within 30 days.

## LIMITED WARRANTY

1. **LIMITED WARRANTY.** If not otherwise expressly set out in these terms, Continia Software makes no specific warranty about the product and the Continia Online Service. If you follow the instructions, the software will perform substantially as described in the Continia Software materials that you receive in or with the software.

References to "limited warranty" are references to the express warranty provided by Continia Software. This warranty is given in addition to other rights and remedies you may have under law, including your rights and remedies in accordance with the statutory guarantees under local Consumer Law.

2. **TERM OF WARRANTY; WARRANTY RECIPIENT; LENGTH OF ANY IMPLIED WARRANTIES.** The limited warranty covers the software for one year after a license is purchased or as long as there is a active Enhancement Plan or active Subscription. If you receive supplements, updates, or replacement software during that year, they will be covered for the remainder of the warranty or 30 days, whichever is longer. If the first user transfers the software, the remainder of the warranty will apply to the recipient.
3. **EXCLUSIONS FROM WARRANTY.** This warranty does not cover problems caused by your acts (or failures to act), the acts of others, or events beyond Continia Software's reasonable control. Furthermore, the warranty does not cover situations due to the fact that the Product has not been used in accordance with the user guide, and the warranty does not cover errors arising in connection with the implementation of the code or damages that can be attributed to the implementation of the code.
4. **REMEDY FOR BREACH OF WARRANTY PURCHASED LICENCE.** Continia Software will repair or replace the software at no charge. If Continia Software cannot repair or replace it, Continia Software will refund the amount shown on your receipt for the software. It will also repair or replace supplements, updates and replacement software at no charge. If Continia Software cannot repair or replace them, it will refund the amount you paid for them, if any. You must uninstall the software and return any media and other associated materials to Continia Software with proof of purchase to obtain a refund. These are your only remedies for breach of the limited warranty.
5. **REMEDY FOR BREACH OF WARRANTY SUBSCRIPTION LICENSE.** Continia Software will repair or replace the software at no charge. If Continia Software cannot repair or replace it, Continia Software will refund the license price that has been paid for the past 12 months' period. These are your only remedies for breach of the limited warranty.

This warranty gives you specific legal rights, and you may also have other rights which vary from country to country.