END USER SOFTWARE LICENSE AGREEMENT

This End User Software License Agreement (AGREEMENT) with its license terms and conditions shall be applicable to a software application/ software applications (SOLUTION) created or developed by UAB "Softera Baltic" (SOFTERA), company code 301566552, with office at K.Donelaicio str. 62/ V.Putvinskio str. 53, LT-44248 Kaunas, Lithuania, hereinafter referred to as SOFTERA and shall be applicable to the entity hereinafter referred to as End User, that shall acquire the right to use the SOLUTION. These license terms and conditions are a supplement to the Microsoft Dynamics NAV/ Microsoft Dynamics 365 Business Central Software License Terms and shall be applicable to the software developed by SOFTERA.

By installing, having installed, subscribing to, or using the Solution, 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 Solution.

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

Notice Regarding Subscription Validation. Servers on which the Solution is installed may periodically provide information to verify that the Solution is properly licensed and that the term has not expired. This information includes the customer subscription identifier, product name, license serial number, Solution version number, and date of last use. By using the Solution, 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 Solution.

1) OVERVIEW

1) Solution.
The Solution may include
- server software;
- client software that can be installed on devices and/or used with the server software; and
- additional software components that may be separately licensed

2) Licensing.
The Solution is licensed based on
- the number of copies of software that you install on premises or use on a hosted basis;
- the number of your users that access the software; and
- additional software components you license.

3) License Model.
The software is licensed under two models:
- **Perpetual License Model** – Under this model, you have licensed the software under perpetual license terms, as code that is installed on your premises or hosted for you by a third party acting as your agent ("Perpetual License Model").
- **Subscription License Model** – Under this model, you have licensed the software on a per user basis for a limited period, as further described in your agreement with SOFTERA or your partner. The software may be hosted by SOFTERA, your partner or any third-party providing services to you, your partner or SOFTERA ("Subscription License Model").

- If your license expires or terminates, your right to use the Solution will stop immediately. If you continue using the Solution after that, you could be held liable for infringement of intellectual property rights, which could result in significant damages being assessed against you or other legal remedies.

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.
- **"business process outsourcing"** means the contracting of a specific critical or non-critical business task, function or process to a third-party service provider, where the services provided include direct or indirect access to the software.
- **"CAL"** means client access license.
- **"client software"** means the components of the software that allow a device to access or use the server software or to use certain aspects of the server software.
- **"device"** means a single personal computer, workstation, terminal, handheld computer, mobile phone, personal digital assistant, or other electronic device.
- **"direct access"** occurs when any user logs on to the Solution through a Microsoft Dynamics client.
- **"External Accountant User"** means a user employed by a third party to access the Solution, solely to provide supplemental professional accounting or bookkeeping services related to the auditing process.
- **"external user"** means your customers that are not included in the definition of "you".
- **"Full User"** means a user who has unrestricted access to all the functionality in the server software including settingup, administering and managing all parameters or functional processes across the Solution.
- **"Instance"** means an image of software that is created by executing the software's setup or install procedure or by duplicating an existing Instance.
- **"internal business purposes"** means managing your business, but not that of an independent third party.
- **"Limited Sales User"** is only available in Soft4Leasing application and means a user who accesses your Solution directly or indirectly for purposes of completing only the tasks for lease quotation and application without credit assessment. Any access beyond these limitations requires a Full User.
- **"Limited User"** means a user who accesses your Solution directly or indirectly for purposes of completing only the reading tasks. Any access beyond these limitations requires a Full User.
- **"ownership"** means more than 50% ownership.
- **"partner"** means the entity that has signed a partner agreement with SOFTERA authorizing it to market and distribute copies of the Solution.
- **"SAL"** means subscriber access license.
- **"server"** means a physical hardware system capable of running server software.
- **"server software"** means the components of the software that provides services or functionality on your server.
- **"System Administrator User"** means a user accessing the software, solely to install, configure and maintain the server software, including management of user rights.
- **"Solution"** means software application/ software applications created or developed by SOFTERA.
- **"you"** or **"end user"** means the legal entity that has agreed to this agreement, your affiliates, and each of your, and your affiliates', employees, contractors, agents and suppliers.

3) INSTALLATION AND USE RIGHTS

1) **Microsoft Dynamics 365 Business Central Software (D365 BC).** You must have a valid D365BC or Microsoft Dynamics NAV user license in order to use the Solution.
2) **Server Software.** You must purchase a server software license to use the server software. You may install an unlimited number of copies of the server software to access your software.
3) **Client Software.** You may only use the client software with the Solution. You may install an unlimited number of copies of the client software to access your Solution.
4) **Additional Solution Components.** If additional Solution components are available to you, you must obtain a separate license for each of those.
5) **Product Keys.** The software might require a key to install or access it. You are responsible for the use of any product key(s) assigned to you and must not share the key(s) with third parties. You may use as many copies of the software (including modifications) as the product key permits.

4) TYPES OF USER LICENSES.

Except as otherwise specified, the types of user licenses for the software are as follows:
1) **Access Licenses** (CALs and SALs). In addition to the server software license, you must acquire and assign an Access License to each user that accesses the Solution directly or indirectly. You need an Access License for each user that directly or indirectly accesses the Solution through a third party application. Access Licenses are specific to Solution and may not be used with or shared among different Solutions.

Types of CALs.
There are three types of CALs: Full CALs, Limited Sales CALs and Limited CALs.
- A **"Full CAL"** is a license that entitles a user to perform the tasks of a Full CAL User.
- A **"Limited Sales CAL"** is a license that entitles a user to perform only the tasks of a Limited Sales CAL user. Applies to Soft4Leasing Solution only.
- A **"Limited CAL"** is a license that entitles a user to perform only the tasks of a Limited CAL user.

Types of SALs.
There are three types of SALs: Full SALs, Limited Sales SALs and Limited SALs.
- A **"Full User SAL"** is a base SAL license that entitles a user to perform Full User tasks across the Solution using all of the functionality included in the Solution.
- A **"Limited Sales SAL"** is a license that entitles a user to perform only the tasks of a Limited Sales CAL user. Applies to Soft4Leasing Solution only.
- A **"Limited SAL"** is a license that entitles a user to perform only the tasks of a Limited user.

2) **Named user**, meaning each user requires a separate User License; Named user licenses cannot be shared but an individual with a named user license may access the service through multiple devices.
3) **"User SALs"** are licenses that are specific to each user and may not be shared with other users. You may select the Full SAL, Limited Sales SAL or the Limited SAL as user SAL types. The Limited SAL grants access to the same set of functionalities that are available to users performing Full User tasks, subject to the restrictions listed in the Limited User definition. SOFTERA grants you, at no charge, two SALs of the same type used by your Full Users: one specifically for an External Accountant User, and one specifically for a System Administrator User. You may permanently reassign your user SAL from one user to another. You may temporarily reassign your user SAL to a temporary user while the permanent user is absent. The External Accountant User and the System Administrator User cannot be used for any other purposes. User SALs can only be licensed under the Subscription License Model.
4) **"External Users".** You do not need Access Licenses for external users. External users must be designated in the user table for the software and cannot use any clients provided by the Microsoft Dynamics 365 Business Central Application Programming Interface (API), such as the Microsoft Dynamics NAV Windows client, or the Microsoft Dynamics 365 Business Central 2018 Web Client. External User licenses must not be used for business process outsourcing purposes.

5) TERMS SPECIFIC TO SUBSCRIPTION LICENSE MODEL

1) **Subscription Validation.**
   - Servers on which the software is installed will from time to time perform a validation check of the software. Validation verifies that the software 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, Microsoft, or SOFTERA. 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 3 check to SOFTERA. This information includes customer subscription identifier, Solution name, license serial number, product version number, and the date of last use. SOFTERA will use this information only to verify licensing compliance. By using the software, you consent to the transmission of this information.
   - If, after a validation check, the software is found to be improperly licensed, SOFTERA 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 set in your agreement with SOFTERA or your partner

6) ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS

1. **Multiplexing.** Multiplexing (sometimes referred to as "pooling") is a manner of indirect hardware or software access ("indirect access") that
   - pools connections,
   - reroutes information,
   - reduces the number of users that directly access or use the software, or
   - reduces the numb er of users the software directly manages. Any user accessing the Solution through a multiplexed connection must be appropriately licensed with an Access License.

2. **Business Process Outsourcing.** You may not use the software to provide business process outsourcing services to your clients or customers. You may however make your Access Licenses available to business process outsourcers acting on your behalf and providing services to your business.
3. **Outsourcing Software Management.** You may install and use permitted copies of the software on servers and other devices that are under the day-to-day management and control of third parties, provided all such servers and other devices are and remain fully dedicated to your use. You are responsible for all of the obligations under your licensing agreement regardless of the physical location of the hardware upon which the software is used.
4. **Modifications.** You may modify the Solution 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 Solution's object code. SOFTERA is not responsible for any problems that result from modifications made to the Solution and/or the software. For any modifications, you will indemnify, defend, and hold harmless SOFTERA from any claims, including attorneys' fees, related to any modification made to the software or use of your programs that include any modification. SOFTERA does not, and will not have any obligation to, provide technical or other support for any modifications to the Solution.
5. **Complex Software.** The Solution is complex computer software. Its performance will vary depending on your hardware platform, software interactions, the configuration of the Solution and other factors. The Solution is neither fault tolerant nor free from errors, conflicts or interruptions.

6. **Third Party Software.** The software may include third party applications that are licensed to you under this agreement or under their own terms. Even if such applications are governed by other agreements, the disclaimer, limitations on, and exclusions of damages below also apply to the extent allowed by applicable law.
7. **Additional Functionality.** SOFTERA may provide additional functionality for the Solution. Other license terms and fees may apply.

7) DATA COLLECTION.

The software may collect information about you and your use of the Solution and send that to SOFTERA. SOFTERA may use this information to provide services and improve SOFTERA's products and services. Some features in the software may enable collection of data from users of your applications that access or use the software. If you use these features to enable data collection in your applications, you must comply with applicable law, including getting any required user consent, and maintain a prominent privacy policy that accurately informs users about how you use, collect, and share their data.

8) PROCESSING OF PERSONAL DATA.

To the extent SOFTERA is a processor or sub processor of personal data in connection with the software, Microsoft makes the commitments in the European Union General Data Protection Regulation Terms of the Online Services Terms to all customers effective 25 May 2018, at Personal Data Handling according to GDPR

9) SCOPE OF LICENSE.

The Solution is licensed, not sold. SOFTERA reserves all other rights. Unless applicable law gives you more rights despite this limitation, you will not (and have no right to):
1. work around any technical limitations in the software that only allow you to use it in certain ways;
2. reverse engineer, decompile or disassemble the software;
3. remove, minimize, block, or modify any notices of SOFTERA or its suppliers in the software;
4. use the software in any way that is against the law or to create or propagate malware; or
5. share, publish, distribute, or lend the software, provide the software as a stand-alone hosted solution for others to use, or transfer the software or this agreement to any third party.

10) BACKUP COPY.

You may make multiple copies of the software for backup, development and testing purposes, so long as such copies are not used in production and the development or testing is for your internal business purpose only. Your backup copies may be hosted by a third party on your behalf as provided in Section 6.2.

11) LICENSE TRANSFER.

Nothing in this agreement prohibits the transfer of the Solution to the extent allowed under applicable law if the distribution right has been exhausted.

12) DOWNGRADE.

SOFTERA is not obligated to supply earlier versions of the Solution to you but can do so under mutual written agreement. Additional fee may apply.

13) SUPPORT SERVICES.

SOFTERA provides support services for the Solution as described in your or your partner's support agreement with SOFTERA.

14) LOCALIZATION AND TRANSLATION.

SOFTERA provides the Solution in the English language, worldwide version.

15) UPDATES.

You may obtain Solution updates only from SOFTERA or your partner. SOFTERA may need to update your system to provide you with updates. You agree to receive these automatic updates without any additional notice. Updates may not include or support all existing software features, services, or peripheral devices.

16) TERMINATION.

Without prejudice to any other rights, SOFTERA may terminate this agreement if you fail to comply with any of its terms or conditions. In such event, you must destroy all copies of the software and all of its component parts.

17) ENTIRE AGREEMENT.

This agreement (including the warranty below), and any other terms SOFTERA may provide for supplements, updates, or third party applications, is the entire agreement for the software solution.

18) APPLICABLE LAW AND PLACE TO RESOLVE DISPUTES.

This Agreement shall be governed by and interpreted in accordance with the material and process laws of the Republic of Lithuania. All disputes, controversies or claims arising out of this Agreement or in connection with the violation, termination or invalidity thereof shall be solved according to the laws of the Republic of Lithuania in the competent court of the Republic of Lithuania in Kaunas.

19) CONSUMER RIGHTS; REGIONAL VARIATIONS.

This agreement describes certain legal rights. You may have other rights, including consumer rights, under the laws of your state, province, or country. Separate and apart from your relationship with SOFTERA, you may also have rights with respect to the party from which you acquired the software. This agreement does not change those other rights if the laws of your state, province, or country do not permit it to do so. For example, if you acquired the software in one of the below regions, or mandatory country law applies, then the following provisions apply to you:

1. **Australia.** You have statutory guarantees under the Australian Consumer Law and nothing in this agreement is intended to affect those rights.
2. **Canada.** If you acquired this software in Canada, you may stop receiving updates by turning off the automatic update feature, disconnecting your device from the Internet (if and when you re-connect to the Internet, however, the software will resume checking for and installing updates), or uninstalling the software.
3. **Germany and Austria.**
    (i) Warranty. The properly licensed software will perform substantially as described in any SOFTERA materials that accompany the software. However, SOFTERA gives no contractual guarantee in relation to the licensed software.

(ii) Limitation of Liability. In case of intentional conduct, gross negligence, claims based on the Product Liability Act, as well as, in case of death or personal or physical injury, SOFTERA is liable according to the statutory law. Subject to the foregoing clause (ii), SOFTERA will only be liable for slight negligence if SOFTERA is in breach of such material contractual obligations, the fulfillment of which facilitate the due performance of this agreement, the breach of which would endanger the purpose of this agreement and the compliance with which a party may constantly trust in (so-called "cardinal obligations"). In other cases of slight negligence, SOFTERA will not be liable for slight negligence.

20) DEFENSE OF INFRINGEMENT AND MISAPPROPRIATION CLAIMS.

SOFTERA will defend you against any claims made by an unaffiliated third party that the software infringes its patent, copyright or trademark or misappropriates its trade secret, and will pay the amount of any resulting adverse final judgment (or settlement to which SOFTERA consents). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance in defending the claim, and SOFTERA or its appointed third party will reimburse you for reasonable out of pocket expenses that you incur in providing that assistance. The terms "misappropriation" and "trade secret" are used as defined in the Uniform Trade Secrets Act, except in the case of claims arising outside the United States, in which case "trade secret" will mean "undisclosed information" as described in Article 39.2 of the TRIPs agreement and "misappropriation" will mean intentionally unlawful use. Our obligations will not apply to the extent that the claim or adverse final judgment is based on (i) your use of the software after SOFTERA notifies you to discontinue use due to such a claim; (ii) your combining the software with a nonMicrosoft product (hardware, software or service), data or business process including third party add-ons or programs; (iii) damages attributable to the value of the use of a nonMicrosoft product, data or business process; (iv) your altering or modifying the software, including any modifications by third parties; (v) your distribution of the software to, or its use for the benefit of, any third party; (vi) your use of SOFTERA and/ or SOFT4 trademark(s) without express written consent to do so; or (vii) for any trade secret claim, your acquiring a trade secret (a) through improper means; (b) under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (c) from a person (other than SOFTERA or its affiliates) who owed to the party asserting the claim a duty to maintain the secrecy or limit the use of the trade secret. You will reimburse us for any costs or damages that result from these actions. If SOFTERA receives information concerning an infringement or misappropriation claim related to the software, SOFTERA may, at its expense and without obligation to do so, either (i) procure for you the right to continue to run the software, or (ii) modify the software or replace it with a functional equivalent, to make it noninfringing, in which case you will stop running the software immediately. If, as a result of an infringement or misappropriation claim, your use of the software is enjoined by a court of competent jurisdiction, SOFTERA will, at its option, either procure the right to continue its use, replace it with a functional equivalent, modify it to make it non-infringing, or refund the amount paid and terminate this license. If any other type of third party claim is brought against you regarding SOFTERA's intellectual property, you must notify us promptly in writing. SOFTERA may, at its option, choose to treat these claims as being covered by this section. This Section 20 provides your exclusive remedy for third party copyright, patent or trademark infringement and trade secret misappropriation claims.

21) LIMITATION ON AND EXCLUSION OF DAMAGES.

You can recover from SOFTERA only direct damages up to the amount you paid for the software except for claims covered by Section 20. You cannot recover any other damages, including consequential, lost profits, special, indirect or incidental damages. This limitation applies to

- anything related to the: (i) software, (ii) services, (iii) content (including code) on any third party Internet sites, or (iv) third party materials; and

- 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 repair, replacement or a refund for the software does not fully compensate you for any losses. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. They also may not apply to you because your country may not allow the exclusion or limitation of incidental, consequential or other damages.

22) VERIFYING COMPLIANCE

1) Right to verify compliance. You are required to keep records (including proof of purchase) relating to the Solution you use under this agreement. SOFTERA has the right to verify compliance with this agreement, at SOFTERA's expense. You agree to provide reasonable cooperation in the event of a compliance audit, including by allowing SOFTERA, on request, to access the usage report as a tool in conducting the audit.
2) Verification process and limitations. To verify compliance with the terms of this Agreement, SOFTERA will engage an independent accountant or auditor from an internationally recognized public accounting or auditing firm, 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. As an alternative, SOFTERA can require you to complete SOFTERA's self-audit questionnaire relating to the software you use under this agreement, but reserves the right to use a verification process as set out above.
3) Verification frequency. If SOFTERA undertakes verification and does not find material unlicensed use, then SOFTERA will not undertake another verification of the same entity for at least one year.
4) Use of Results. SOFTERA and SOFTERA's auditors will use the information obtained in compliance verification only to enforce SOFTERA's rights and to determine whether you are in compliance with the terms of this agreement. By invoking the rights and procedures described above, SOFTERA does not waive its rights to enforce this agreement or to protect its intellectual property by any other means permitted by law.
5) Remedies for non-compliance. If verification or selfaudit reveals any unlicensed use, you must promptly order sufficient licenses to cover your use. If material unlicensed use is found, you must reimburse SOFTERA for the costs SOFTERA has incurred in verification and acquire the necessary additional licenses at single retail license cost within 30 days.

LIMITED WARRANTY

A. LIMITED WARRANTY.

If you follow the instructions, the software will perform substantially as described in the SOFTERA's materials that you receive in or with the software. References to "limited warranty" are references to the express warranty provided by SOFTERA. 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.

B. TERM OF WARRANTY;

WARRANTY RECIPIENT; LENGTH OF ANY IMPLIED WARRANTIES. The limited warranty covers the software for six months after acquired by the first user. If you receive supplements, updates, or replacement software during those six months, 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. Extended warranty may be purchased for 6 more months. To the extent permitted by law, any implied warranties, guarantees or conditions last only during the term of the limited warranty. Some states do not allow limitations on how long an implied warranty lasts, so these limitations may not apply to you. They also might not apply to you because some countries may not allow limitations on how long an implied warranty, guarantee or condition lasts.

C. EXCLUSIONS FROM WARRANTY.

This warranty does not cover problems caused by your acts (or failures to act), the acts of others, or events beyond SOFTERA's reasonable control.

D. REMEDY FOR BREACH OF WARRANTY.

SOFTERA will repair or replace the software at no charge. If SOFTERA cannot repair or replace it, SOFTERA will refund the amount shown on your receipt for the Solution license(s). It will also repair or replace supplements, updates and replacement software at no charge. If SOFTERA cannot repair or replace them, it will refund the amount for the purchased licenses or subscription fee for 12 months or actual subscription term, whichever is lower, you paid for them, if any. You must uninstall the software and return any media and other associated materials to SOFTERA with proof of purchase to obtain a refund. These are your only remedies for breach of the limited warranty.

E. CONSUMER RIGHTS NOT AFFECTED.

You may have additional consumer rights under your local laws, which this agreement cannot change.

F. WARRANTY PROCEDURES.

You need proof of purchase for warranty service. For warranty service or information about how to obtain a refund for software acquired, contact SOFTERA at

- E-mail: ask4soft@soft4.eu
- Phone number: +370 37 752772 (Office hours: 8AM to 5PM, Lithuanian time zone).
- Address: Softera Baltic, K.Donelaicio str. 62/ V.Putvinskio str. 53, LT-44248 Kaunas, Lithuania; or
- contact your partner.

G. NO OTHER WARRANTIES.

The limited warranty is the only direct warranty from SOFTERA. SOFTERA gives no other express warranties, guarantees or conditions. Where allowed by your local laws, SOFTERA excludes implied warranties of merchantability, fitness for a particular purpose and non-infringement. If your local laws give you any implied warranties, guarantees or conditions, despite this exclusion, your remedies are described in the Remedy for Breach of Warranty clause above, to the extent permitted by your local laws.

FOR AUSTRALIA ONLY. In this paragraph, "goods" refers to the software for which SOFTERA provides the express warranty. You have statutory guarantees under the Australian Consumer Law and nothing in this agreement is intended to affect those rights.

H. LIMITATION ON AND EXCLUSION OF DAMAGES FOR BREACH OF WARRANTY.

The Limitation on and Exclusion of Damages clause above applies to breaches of this limited warranty. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. You may also have other rights which vary from country to country.