

END USER LICENSE AGREEMENT

FOR

MICROSOFT DYNAMICS 365 BUSINESS CENTRAL ADD-ONS / EXTENSIONS

DOCUMENT HISTORY

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This End-User License Agreement ("EULA") is a legal agreement between You, the End User (either an individual or a legal entity), and iDyam Solutions Limited (IDYAM), for the IDYAM software product that accompanies this EULA, which includes associated media, licenses, and any related IDYAM Internet-based services ("Product"). An amendment or addendum to this EULA may accompany the Product. You agree to be bound by the terms of this EULA by installing or using the Product.

1. DEFINITIONS

The term "**End User**" shall mean any company or individual who has purchased Licenses to use the Product exclusively for their use and benefit. The deployment of the Product from the Microsoft AppSource website shall constitute a purchase for terms of this agreement.

The term "**Product**" shall be used in this agreement to mean the IDYAM software applications and programs provided by IDYAM to the End User or Partner in any form or media, including transmission in electronic form, which includes modifications, corrections, improvements, enhancements, upgrades and updates provided now or later by IDYAM.

The term "**Partner**" shall be used in this agreement to mean a certified Microsoft Dynamics 365 Reseller who maintains a current and valid agreement with Microsoft for the resale of Microsoft Dynamics 365 and is an authorised reseller of the Product.

The term "**Related Material**" shall mean all of the printed material, documentation, and/or media provided with the Product by the Partner or by IDYAM for use with the Product.

The term "**License**" or "**Licensing**" shall mean Product licenses purchased for End User use of the Microsoft Dynamics 365 product or the Product. Licensing comprises Named Users, or Companies. In order to use the Product, Licenses for Microsoft Dynamics 365 Business Central must be obtained from Microsoft through an authorised reseller.

The term "**Named User**" shall mean a licensed individual user of the Product, set up by login identity. Product Licenses for Dynamics 365 provided by Microsoft permit a limited number of Named Users.

The term "**Company**" shall mean any of the legal entities handled within one Dynamics 365 Business Central environment.

The term "**Additional Functionality**" shall mean enhancements to the Product by the Partner, whether End User-specific or for all the Partner's End Users.

The term "**Limited Warranty**" shall mean a warranty by IDYAM that the unmodified Product will perform substantially in accordance with the Related Materials for a period of thirty (30) days from the date of receipt.

2. RIGHT TO USE THE PRODUCT

So long as you obtained the Product from IDYAM or from an authorised Partner through an authorised download from the Microsoft AppSource website, IDYAM grants you a non-exclusive right to use the Product in the manner and for the purposes described in this Agreement, and the Related Materials. The right to use the Product granted to you under this Agreement is conditional upon the timely payment by you of all applicable Product licensing and/or subscription fees.

3. RESERVATION OF RIGHTS AND OWNERSHIP

IDYAM reserves all rights not expressly granted to you in this EULA. The Product is protected by copyright and other intellectual property laws and treaties. IDYAM owns the copyright, and other intellectual property rights in the Product. The Product is either licensed, or subscribed to, not sold.

4. LIMITATIONS ON REVERSE ENGINEERING, DE-COMPILATION, AND DISASSEMBLY

You may not reverse engineer, decompile, or disassemble the Product, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

5. CONSENT TO USE OF DATA

You agree that IDYAM may collect and use technical information gathered as part of the product support services provided to you, if any, related to the Product. IDYAM may use this information solely to improve its products or to provide services or technologies to you and will not disclose this information in a form that personally identifies you.

6. LINKS TO THIRD-PARTY SITES

IDYAM is not responsible for the contents of any third-party sites or services, any links contained in third-party sites or services, or any changes or updates to third-party sites or services. IDYAM is providing these links and access to third-party sites and services to you only as a convenience, and the inclusion of any link or access does not imply an endorsement by IDYAM of the third-party site or service.

7. ADDITIONAL PRODUCT /SERVICES

This EULA applies to updates, supplements, add-on components, or Internet-based services components of the Product that IDYAM may provide to you or make available to you after the date you deployed the Product from the Microsoft AppSource website.

8. UPGRADES

To upgrade the Product to future versions, you must first be licensed for the Product identified by IDYAM as eligible for the upgrade.

9. NOT FOR RESALE PRODUCT

Product provided to Partners and identified as "Not for Resale" or "NFR," may not be sold or otherwise transferred for value, or used for any purpose other than demonstration, test or evaluation.

10. EXPORT RESTRICTIONS

You acknowledge that the Product is subject to geographical restrictions imposed on the Dynamics 365 Business Central product by Microsoft.

11. PRODUCT TRANSFER

The Product may not be transferred to another legal entity, whether an individual or a single entity. Use by multiple end users under one Dynamics 365 license is restricted by Microsoft licensing guidelines.

12. TERMINATION

Without prejudice to any other rights, IDYAM may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such an event, you must uninstall the Product from your Dynamics 365 database (environment).

13. DISCLAIMER OF WARRANTIES, LIMITATION OF LIABILITY

IDYAM does not guarantee, represent nor warrant that your use of its Product will be uninterrupted, timely, secure or error-free. IDYAM does not warrant that the results that may be obtained from the use of the Product will be accurate or reliable.

You agree that from time to time we may remove the Product for indefinite periods of time or cancel the Product at any time, without notice to you. You expressly agree that your use of, or inability to use, the Product is at your sole risk. The Product delivered to You is (except as expressly stated by IDYAM) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement. In no case shall IDYAM, its directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the Product, or for any other claim related in any way to your use of the Product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the Product, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, IDYAM's liability shall be limited to the maximum extent permitted by law.

14. INDEMNIFICATION

You agree to indemnify, defend and hold harmless IDYAM, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of this EULA or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

15. SEVERABILITY

In the event that any provision of this EULA is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from this EULA, such determination shall not affect the validity and enforceability of any other remaining provisions.

16. GOVERNING LAW

This EULA, and any separate agreements whereby IDYAM provides you with Products, shall be governed by and construed in accordance with English law. The place of jurisdiction is London, England, United Kingdom.

17. CHANGES TO EULA.

You can review the most current version of the EULA at any time on the corresponding web page. IDYAM reserves the right, at its sole discretion, to update, change or replace any part of this EULA by posting updates and changes to this website. It is your responsibility to check this website periodically for changes. Your continued use of or access to this website or the Product following the posting of any changes to this EULA constitutes acceptance of those changes.