Apportunix Contract

Introduction

This Apportunix Contract is based on the Standard Contract template that has been made available by Microsoft to facilitate transactions between Publishers of Offerings ("apps"), like Apportunix, on Microsoft Marketplace and customers like you. At the moment, Microsoft does not offer Publishers of Dynamics 365 Business Central Offerings on Microsoft Marketplace the option to use the Standard Contract as the Agreement that governs your use of their Offerings. Instead, Publishers need to use their own contract and conditions.

To make doing business with us as easy and as transparent as possible, Apportunix has chosen to use the Standard Contract template. Many Customers also procure Offerings from other Publishers on Microsoft Marketplace that are governed by the same Standard Contract. By using the Standard Contract, Apportunix Customers know that the conditions they are already familiar with, also apply to the use of Offerings from Apportunix.

Apportunix also has Offerings that are not sold via Microsoft Marketplace but via Resellers of Dynamics 365 Business Central. This Apportunix Contract is also applicable to transactions regarding these Offerings.

Below, you'll find the integral unmodified Standard Contract template. Apportunix have added a new chapter 13 at the end of the Standard Contract template that contains all the Apportunix specific amendments to the Standard Contract. If an amendment in Chapter 13 conflicts with the Standard Contract, the amendment in Chapter 13 prevails.

Standard Contract

Updated February 2023

This Standard Contract ("Agreement") is between you ("you" or "Customer") and the publisher ("Publisher") from which you are procuring Offerings (defined below) and governs your use of Offerings purchased through Microsoft Marketplace ("Marketplace").

This Agreement is the parties' entire agreement on this subject and merges and supersedes all related prior and contemporaneous agreements. By agreeing to these terms, you represent and warrant that you have the authority to accept this Agreement, and you also agree to be bound by its terms. This Agreement applies to all Orders entered into under this Agreement. Capitalized terms have the meanings given under "Definitions."

Microsoft has created this template Standard Contract to facilitate a transaction between Publisher and Customer. Both parties acknowledge that Microsoft is not a party to this Agreement, nor in any way responsible for the parties' actions or obligations under this Agreement. Microsoft's relationship with Customer and Publisher is solely governed by Microsoft's respective agreements with those parties; Microsoft otherwise disclaims all liability resulting from this Agreement (including any Orders).

1 LICENSE TO OFFERINGS

1.1 License grant. Offerings are licensed and not sold. Upon acceptance of an Order, and subject to Customer's compliance with this Agreement, Publisher grants Customer a nonexclusive and limited license to use the ordered Offerings. These licenses are solely for Customer's own use and business purposes and are nontransferable except as expressly permitted under this Agreement or applicable law.

Offerings may contain or be provided with components that are subject to open-source software licenses. Any use of those components may be subject to additional terms and conditions and Customer agrees that any applicable licenses governing the use of the components will be incorporated by reference in this Agreement.

1.2 Duration of licenses. Licenses granted on a subscription basis expire at the end of the applicable subscription period set forth in the Order, unless renewed. Licenses granted for metered Offerings billed periodically based on usage continue as long as Customer continues to pay for its usage of the Offerings. All other licenses become perpetual upon payment in full.

1.3 End Users. Customer will control access to and use of the Offerings by End Users and is responsible for any use of the Offerings that does not comply with this Agreement.

1.4 Affiliates. Customer may order Offerings for use by its Affiliates. If it does, the licenses granted to Customer under this Agreement will apply to such Affiliates, but Customer will have the sole right to enforce this Agreement against Publisher. Customer will remain responsible for all obligations under this Agreement and for its Affiliates' compliance with this Agreement and any applicable Order(s).

1.5 Reservation of Rights. Publisher reserves all rights not expressly granted in this Agreement. Offerings are protected by copyright and other intellectual property laws and international treaties. No rights will be granted or implied by waiver or estoppel. Rights to access or use Offerings on a device do not give Customer any right to implement Publisher's patents or other intellectual property in the device itself or in any other software or devices.

1.6 Restrictions. Except as expressly permitted in this Agreement, Documentation or an Order, Customer must not (and is not licensed to):

- **a.** copy, modify, reverse engineer, decompile, or disassemble any Offering, or attempt to do so;
- **b.** install or use any third-party software or technology in any way that would subject Publisher's intellectual property or technology to any other license terms;
- **c.** work around any technical limitations in an Offering or restrictions in Documentation;
- **d.** separate and run parts of an Offering on more than one device;
- **e.** upgrade or downgrade parts of an Offering at different times;
- **f.** use an Offering for any unlawful purpose;
- **g.** transfer parts of an Offering separately; or
- **h.** distribute, sublicense, rent, lease, or lend any Offerings, in whole or in part, or use them to offer hosting services to a third party.

1.7 License transfers. Customer may only transfer fully-paid, perpetual licenses to (1) an Affiliate or (2) a third party solely in connection with the transfer of hardware to which, or employees to whom, the licenses have been assigned as part of (A) a divestiture of all or part of an Affiliate or (B) a merger involving Customer or an Affiliate. Upon such transfer, Customer must uninstall and discontinue using the licensed Offering and render any copies unusable. Customer must notify Publisher of a License transfer and provide the transferee a copy of this Agreement and any other documents necessary to show the scope, purpose, and limitations of the licenses transferred. Attempted license transfers that do not comply with this section are void.

1.8 Feedback. Any Feedback is given voluntarily, and the provider grants to the recipient, without charge, a non-exclusive license under provider's owned or controlled non-patent intellectual property rights to make, use, modify, distribute, and commercialize the Feedback as part of any of recipient's products and services, in whole or in part and without regard to whether such Feedback is marked or otherwise designated by the provider as confidential. The provider retains all other rights in any Feedback and limits the rights granted under this section to licenses under its owned or controlled non-patent intellectual property rights in the Feedback (which do not extend to any technologies that may be necessary to make or use any product or service that incorporates, but are not expressly part of, the Feedback, such as enabling technologies).

2 PRIVACY

2.1 EU Standard Contractual Clauses. To the extent applicable, the parties will abide by the requirements of European Economic Area and Swiss data protection law regarding the collection, use, transfer, retention, and

other processing of Personal Data from the European Economic Area and Switzerland. All transfers of Customer Data out of the European Union, European Economic Area, and Switzerland will be governed by the Standard Contractual Clauses, as designated by the European Commission, made available by the Publisher at the applicable URL for such terms or as otherwise communicated to Customer.

2.2 Personal Data. Customer consents to the processing of Personal Data by Publisher and its Affiliates, and their respective agents and Subcontractors, as provided in this Agreement. Before providing Personal Data to Publisher, Customer will obtain all required consents from third parties (including Customer's contacts, partners, distributors, administrators, and employees) under applicable privacy and Data Protection Laws.

2.3 Processing of Personal Data; GDPR. To the extent Publisher is a processor or subprocessor of Personal Data subject to the GDPR, the Standard Contractual Clauses govern that processing and the parties also agree to the following terms in this subsection ("Processing of Personal Data; GDPR"):

a. **Processor and Controller Roles and Responsibilities.** Customer and Publisher agree that Customer is the controller of Personal Data and Publisher is the processor of such data, except when (a) Customer acts as a processor of Personal Data, in which case Publisher is a subprocessor or (b) stated otherwise in any Offering-specific terms. Publisher will process Personal Data only on documented instructions from Customer. In any instance where the GDPR applies and Customer is a processor, Customer warrants to Publisher that Customer's instructions, including appointment of Processor as a processor or subprocessor, have been authorized by the relevant controller.

b. **Processing Details.** The parties acknowledge and agree that:

   i. the subject-matter of the processing is limited to Personal Data within the scope of the GDPR;

   ii. the duration of the processing will be for the duration of the Customer's right to use the Offering and until all Personal Data is deleted or returned in accordance with Customer instructions or the terms of this Agreement;

   iii. the nature and purpose of the processing will be to provide the Offering pursuant to this Agreement;

   iv. the types of Personal Data processed by the Offering include those expressly identified in Article 4 of the GDPR; and

   v. the categories of data subjects are Customer's representatives and end users, such as employees, contractors, collaborators, and customers, and other data subjects whose Personal Data is contained within any data made available to Publisher by Customer.

c. **Data Subject Rights; Assistance with Requests.** Publisher will make information available to Customer in a manner consistent with the functionality of the Offering and Publisher's role as a processor of Personal Data of data subjects and the ability to fulfill data subject requests to exercise their rights under the GDPR. Publisher will comply with reasonable requests by Customer to assist with Customer's response to such a data subject request. If Publisher receives a request from Customer's data subject to exercise one or more of its rights under the GDPR in connection with an Offering for which Publisher is a data processor or subprocessor, Publisher will redirect the data subject to make its request directly to Customer. Customer will be responsible for responding to any such request including, where necessary, by using the functionality of the Offering. Publisher will comply with reasonable requests by Customer to assist with Customer's response to such a data subject request.

d. **Use of Subprocessors.** Customer consents to Publisher using the subprocessors listed at the applicable Publisher URL or as otherwise communicated to Customer. Publisher remains responsible for its subprocessors' compliance with the obligations herein. Publisher may update its list of subprocessors from time to time, by providing Customer at least 14 days notice before providing any new subprocessor with access to Personal Data. If Customer does not approve of any such changes, Customer may terminate any subscription for the affected Offering without penalty by providing,

prior to expiration of the notice period, written notice of termination that includes an explanation of the grounds for non-approval.

e. **Records of Processing Activities.** Publisher will maintain all records required by Article 30(2) of the GDPR and, to the extent applicable to the processing of Personal Data on behalf of Customer, make them available to Customer upon request.

2.4 Security. Publisher will take appropriate security measures that are required by Data Protection Laws and in accordance with good industry practice relating to data security.

2.5 Support Data. Publisher may collect and use Support Data internally to provide technical support for the Offering. Publisher will not use Support Data for any other purpose unless otherwise agreed in writing by the parties.

3 CONFIDENTIALITY

3.1 Non-Disclosure Agreement. The parties will treat all confidential information exchanged between the parties under this Agreement in accordance with the separate nondisclosure agreement ("NDA") executed by the parties. If no separate NDA is in effect, the following provisions apply to the parties' exchange of confidential information.

3.2 Confidential Information. "Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, including, but not limited to, Customer Data, Support Data, the terms of this Agreement, and Customer's account authentication credentials. Confidential Information does not include information that: (1) becomes publicly available without a breach of a confidentiality obligation; (2) the receiving party received lawfully from another source without a confidentiality obligation; (3) is independently developed; or (4) is a comment or suggestion volunteered about the other party's business, products or services.

3.3 Protection of Confidential Information. Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the other parties' business relationship. Neither party will disclose Confidential Information to third parties, except to its Representatives, and then only on a need-to-know basis under nondisclosure obligations at least as protective as this Agreement. Each party remains responsible for the use of Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party.

3.4 Disclosure required by law. A party may disclose the other's Confidential Information if required by law, but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

3.5 Duration of Confidentiality obligation. These obligations apply: (1) for Customer Data, until it is deleted by Publisher; and (2) for all other Confidential Information, for a period of five years after a party receives the Confidential Information.

4 SERVICE LEVEL AGREEMENTS (SLA)

Publisher may offer further availability and support obligations for an Offering. Such service level agreement ("SLA") will be made available by the Publisher at the applicable URL for such SLA or as otherwise communicated to Customer.

5 VERIFYING COMPLIANCE

5.1 Customer must keep records relating to Offerings it and its Affiliates use or distribution. At Publisher's expense, Publisher may verify Customer's and its Affiliates' compliance with this Agreement by directing an independent auditor (under nondisclosure obligations) to conduct an audit or ask Customer to complete a

self-audit process. Customer must promptly provide any information and documents that Publisher or the auditor reasonably requests related to the verification and access to systems running the Offerings. If verification or self-audit reveals any unlicensed use, Customer must order sufficient licenses to cover the period of its unlicensed use. The audits may be conducted more frequently, if required by the party's auditors and/or regulators, of books and records related to this Agreement. The expenses for all such audit will be borne by the party conducting the audit. All information and reports related to the verification process will be Confidential Information and used solely to verify compliance.

5.2 Upon request, Publisher will make available to Customer all information necessary to conduct an audit and demonstrate compliance under GDPR provisions for the processing of Personal Data. Customer may request information through a security questionnaire or self-attestation.

6 REPRESENTATION AND WARRANTIES

6.1 Publisher continuously represents and warrants that:

- **a.** it has full rights and authority to enter into, perform under, and grant the rights in, this Agreement;
- **b.** its performance will not violate any agreement or obligation between it and any third party;
- **c.** the Offering will substantially conform to the Documentation;
- **d.** the Offering will not:
  - i. to the best of Publisher's knowledge, infringe or violate any third party patent, copyright, trademark, trade secret, or other proprietary right; or
  - ii. contain viruses or other malicious code that will degrade or infect any products, services, software, or Customer's network or systems, and
- **e.** while performing under this Agreement, Publisher will comply with law, including Data Protection Laws and Anti-Corruption Laws, and will provide training to its employees regarding Anti-Corruption Laws.

6.2 Disclaimer. Except as expressly stated in this Agreement, the Offering is provided as is. To the maximum extent permitted by law, Publisher disclaims any and all other warranties (express, implied or statutory, or otherwise) including of merchantability or fitness for a particular purpose, whether arising by a course of dealing, usage or trade practice, or course of performance.

7 DEFENSE OF THIRD-PARTY CLAIMS

7.1 By Customer. Customer will defend Publisher and its Affiliates from and against any and all third party claims, actions, suits, proceedings arising from or related to Customer's or any authorized user's violation of this Agreement or user terms (a "Claims Against Publisher"), and will indemnify Publisher and its Affiliates for all reasonable attorney's fees incurred and damages and other costs finally awarded against Publisher or its Affiliates in connection with or as a result of, and for amounts paid by Publisher or its Affiliates under a settlement Customer approves of in connection with a Claim Against Publisher. Publisher must provide Customer with prompt written notice of any Claims Against Publishers and allow Customer the right to assume the exclusive defense and control of the claim, and cooperate with any reasonable requests assisting Customer's defense and settlement of such matter.

7.2 By Publisher. Publisher will defend Customer from and against any and all third party claims, actions, suits, proceedings, and demands alleging that: (i) the use of the Offering as permitted under the Contract infringes or misappropriates a third party's intellectual property rights and (ii) any violation of applicable law including Data Protection Laws (a "Claim Against Customer"), and will indemnify Customer for all reasonable attorney's fees incurred and damages and other costs finally awarded against Customer in connection with or as a result of, and for amounts paid by Customer under a settlement Publisher approves of in connection with a Claim Against Customer; provided, however, that Publisher has no liability if a Claim Against Customer arises

from: (1) Customer Data or non-Publisher products, including third-party software; and (2) any modification, combination or development of the Offering that is not performed or authorized in writing by Publisher, including in the use of any application programming interface (API). Customer must provide Publisher with prompt written notice of any Claim Against Customer and allow Publisher the right to assume the exclusive defense and control and cooperate with any reasonable requests assisting Publisher's defense and settlement of such matter. This section states Publisher's sole liability with respect to, and Customer's exclusive remedy against Publisher for, any Claim Against Customer.

7.3 Notwithstanding anything contained in the above subsections (a) and (b), (1) an indemnified party will always be free to choose its own counsel if it pays for the cost of such counsel; and (2) no settlement may be entered into by an indemnifying party, without the express written consent of the indemnified parties (such consent not to be unreasonably withheld), if: (A) the third party asserting the claim is a government agency; (B) the settlement arguably involves the making of admissions by the indemnified parties; (C) the settlement does not include a full release of liability for the indemnified parties; or (D) the settlement includes terms other than a full release of liability for the indemnified parties and the payment of money.

8 LIMITATION OF LIABILITY

For each Offering, each party's maximum, aggregate liability to the other under this Agreement is limited to direct damages finally awarded in an amount not to exceed the amounts Customer was required to pay for the Offerings during the term of the applicable licenses, subject to the following:

a. **Subscriptions**. For Offerings ordered on a subscription basis, Publisher's maximum liability to Customer for any incident giving rise to a claim will not exceed the amount Customer paid for the Offering during the 12 months before the incident or $500,000, whichever is greater.

   For Offerings ordered on a subscription basis, Publisher's maximum liability to Customer for any unauthorized access, use, or disclosure of Customer Data due to a breach of Publisher's obligations under Section 2.4 (Security) will not exceed two times (2x) the amount Customer paid for the Offering during the 12 months before the incident or $2,000,000, whichever is greater.

b. **Free Offerings and distributable code.** For Offerings provided free of charge and code that Customer is authorized to redistribute to third parties without separate payment to Publisher, Publisher's liability is limited to direct damages finally awarded up to US$5,000.

c. **No Indirect Damages.** In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, or loss of use, loss of profits, or interruption of business, however caused or on any theory of liability.

d. **Exceptions.** No limitation or exclusions will apply to liability arising out of either party's: (1) confidentiality obligations under Section 3 (except for liability related to Customer Data, which will remain subject to the limitations and exclusions above); (2) defense obligations under Section 7; (3) violation of the other party's intellectual property rights; or (4) gross negligence, willful misconduct, or fraud.

9 PRICING AND PAYMENT

Publisher will invoice and charge Customer under the terms of the Microsoft Commercial Marketplace Terms of Use and applicable Order.

10 TERM AND TERMINATION

10.1 Term. This Agreement is effective until terminated by a party, as described below. The term for each Order will be set forth therein.

10.2 Termination without cause. Unless otherwise set forth in an Order, either party may terminate this Agreement or any Order without cause on 60 days notice. Termination without cause will not affect Customer's perpetual licenses and licenses granted on a subscription basis will continue for the duration of the subscription period(s), subject to the terms of this Agreement. Publisher will not provide refunds or credits for any partial subscription period(s) if the Agreement or an Order is terminated without cause.

10.3 Termination for cause. Without limiting other remedies it may have, either party may terminate this Agreement or any Order immediately on notice if (i) the other party materially breaches the Agreement or an Order, and fails to cure the breach within 30 days after receipt of notice of the breach; or (ii) the other party becomes Insolvent. Upon such termination, the following will apply:

a. All licenses granted under this Agreement will terminate immediately except for fully-paid, perpetual licenses.

b. All amounts due under any unpaid invoices will become due and payable immediately. For metered Offerings billed periodically based on usage, Customer must immediately pay for unpaid usage as of the termination date.

c. If Publisher is in breach, Customer will receive a credit for any subscription fees, including amounts paid in advance for unused consumption for any usage period after the termination date.

10.4 Suspension. Publisher may suspend use of the Offering without terminating this Agreement during any period of material breach. Publisher will give Customer reasonable notice before suspending the Offering. Suspension will only be to the extent reasonably necessary.

10.5 Refund. For Offerings ordered on a subscription basis that are $100,000 or more, if Publisher breaches any of the foregoing warranties and those breaches remain uncured for 30 days, Customer may terminate this Agreement and Publisher will provide Customer a full refund of all fees paid to Publisher.

10.6 Survival. The terms of this Agreement, including the applicable Order, that are likely to require performance, or have application to events that may occur, after the termination or expiration of this Agreement or any Order, will survive termination or expiration, including all indemnity obligations and procedures.

11 MISCELLANEOUS

11.1 Entire Agreement. This Agreement supersedes all prior and contemporaneous communications, whether written or oral, regarding the subject matter covered in this Agreement. If there is a conflict between any parts of this Agreement, the following order of precedence will apply:

a. Order;

b. this Agreement;

c. Service Level Agreement (SLA); and

d. Documentation.

11.2 Independent contractors. The parties are independent contractors. Customer and Publisher each may develop products independently without using the other's Confidential Information.

11.3 Agreement not exclusive. Customer is free to enter into agreements to license, use, and promote the services of others.

11.4 Amendments. Unless otherwise agreed in a writing signed by both parties, Publisher will not change the terms of this Agreement, including privacy terms, during the term of this Agreement.

11.5 Assignment. Either party may assign this Agreement to an Affiliate, but it must notify the other party in writing of the assignment. Customer consents to the assignment to an Affiliate or third party, without prior notice, of any rights Publisher may have under this Agreement to receive payment and enforce Customer's

payment obligations, and all assignees may further assign such rights without further consent. Furthermore, either party may assign this Agreement without the consent of the other party in connection with a merger, reorganization, acquisition, or other transfer of all or substantially all of such party's assets. Any other proposed assignment of this Agreement must be approved by the non-assigning party in writing. Assignment will not relieve the assigning party of its obligations under the assigned Agreement. Any attempted assignment without required approval will be void.

11.6 Severability. If any part of this Agreement is held to be unenforceable, the rest of the Agreement will remain in full force and effect.

11.7 Waiver. Failure to enforce any provision of this Agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.

11.8 No third-party beneficiaries. This Agreement does not create any third-party beneficiary rights except as expressly provided by its terms.

11.9 Notices. Notices must be in writing and will be treated as delivered on the date received at the address, date shown on the return receipt, email transmission date, or date on the courier or fax confirmation of delivery. Notices to Publisher must be sent to the address stated in the Order. Notices to Customer will be sent to the individual at the address Customer identifies on its account as its contact for notices. Publisher may send notices and other information to Customer by email or other electronic form.

11.10 Applicable law.

a. **United States and Canada.** If you acquired the Offering in the United States or Canada, the laws of the state or province where you live (or, if a business, where your principal place of business is located) govern the interpretation of these terms, claims for breach of them, and all other claims (including consumer protection, unfair competition, and tort claims), regardless of conflict of law principles.

b. **Outside the United States and Canada.** If you acquired the Offering in any other country, the laws of that country apply.

11.11 Order of precedence. The body of this Agreement will take precedence over any conflicting terms in other documents that are part of this Agreement that are not expressly resolved in those documents. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.

11.12 Government procurement rules. By accepting this Agreement, Customer represents and warrants that: (1) it has complied and will comply with all applicable government procurement laws and regulations; (2) it is authorized to enter into this Agreement; and (3) this Agreement satisfies all applicable procurement requirements.

11.13 Compliance with laws. Publisher will comply with all laws and regulations applicable to its provision of the Offerings. Publisher will obtain and maintain any approvals, licenses, filings, or registrations necessary to its performance, and will comply with all law (including law related to export, corruption, money laundering, or any combination of these). Customer must also comply with laws applicable to their use of the Offerings.

11.14 Construction. Neither party has entered this Agreement in reliance on anything not contained or incorporated in it. This Agreement is in English only. Any translation of this Agreement into another language is for reference only and without legal effect. If a court of competent jurisdiction finds any term of the Agreement unenforceable, the Agreement will be deemed modified as necessary to make it enforceable, and the rest of the Agreement will be fully enforced to effect the parties' intent. Lists of examples following "including", "e.g.", "for example", or the like are interpreted to include "without limitation," unless qualified by words such as "only" or "solely." This Agreement will be interpreted according to its plain meaning without presuming that it should favor either party. Unless stated or context requires otherwise:

a. all internal references are to this Agreement and its parties;

b. all monetary amounts are expressed and, if applicable, payable, in U.S. dollars;

c. URLs are understood to also refer to successors, localizations, and information or resources linked from within websites at those URLs;

d. a party's choices under this Agreement are in its sole discretion, subject to any implied duty of good faith;

e. "written" or "in writing" means a paper document only, except where email is expressly authorized;

f. "days" means calendar days;

g. "may" means that the applicable party has a right, but not a concomitant duty,

h. "partner," if used in this Agreement or related documents, is used in its common, marketing sense and does not imply a partnership;

i. "current" or "currently" means "as of the Effective Date" but "then-current" means the present time when the applicable right is exercised or performance rendered or measured;

j. "notify" means to give notice under subsection (i) above; and

k. a writing is "signed" when it has been hand-signed (i.e., with a pen) or signed via an electronic signature service by a duly authorized representative of the signing party.

12 DEFINITIONS

"Affiliate" means any legal entity that controls, is controlled by, or is under common control with a party.

"Anti-Corruption Laws" means all laws against fraud, bribery, corruption, inaccurate books and records, inadequate internal controls, money-laundering, and illegal software, including the U.S. Foreign Corrupt Practices Act.

"Control" means ownership of more than a 50% interest of voting securities in an entity or the power to direct the management and policies of an entity.

"Confidential Information" is defined in the "Confidentiality" section.

"Customer Data" means all data, including all text, sound, software, image or video files that are provided to Publisher or its Affiliates by, or on behalf of, Customer and its Affiliates through use of the Offering. Customer Data does not include Support Data.

"Data Protection Law" means any law applicable to Publisher or Customer, relating to data security, data protection and/or privacy, including Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to processing of personal data and the free movement of that data ("GDPR"), and any implementing, derivative or related legislation, rule, regulation, and regulatory guidance, as amended, extended, repealed and replaced, or re-enacted.

"Documentation" means all user manuals, handbooks, training material, requirements, and other written or electronic materials Publisher makes available for, or that result from use of, the Offering.

"End User" means any person Customer permits to use an Offering or access Customer Data.

"Feedback" means ideas, suggestions, comments, input, or know-how, in any form, that one party provides to the other in relation to recipient's Confidential Information, products, or services. Feedback does not include sales forecasts, future release schedules, marketing plans, financial results, and high-level plans (e.g., feature lists) for future products.

"Insolvent" means admitting in writing the inability to pay debts as they mature; making a general assignment for the benefit of creditors; suffering or permitting the appointment of a trustee or receiver for all or any of its (i.e., the non-terminating party's) assets, unless such appointment is vacated or dismissed within 60 days from the date of appointment; filing (or having filed) any petition as a debtor under any provision of law

relating to insolvency, unless such petition and all related proceedings are dismissed within 60 days of such filing; being adjudicated insolvent or bankrupt; having wound up or liquidated; or ceasing to carry on business.

"Offering" means all services, websites (including hosting), solutions, platforms, and products identified in an Order and that Publisher makes available under or in relation to this Agreement, including the software, equipment, technology, and services necessary for Publisher to provide the foregoing. Offering availability may vary by region.

"Order" means an ordering document used to transact the Offering via the Marketplace.

"Personal Data" means any information relating to an identified or identifiable natural person.

"Representatives" means a party's employees, Affiliates, contractors, advisors and consultants.

"Standard Contractual Clauses" means the standard data protection clauses for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection, as described in Article 46 of the GDPR.

"Subcontractor" means any third party: (1) to whom Publisher delegates its obligations under this Agreement, including a Publisher Affiliate not contracting directly with Customer through an Order; or (2) who, in performing under a contract between it and Publisher or a Publisher Affiliate, stores, collects, transfers or otherwise processes Personal Data (obtained or accessed in connection with performing under this Agreement) or other Customer Confidential Information.

"Support Data" means all data, including all text, sound, video, image files, or software, that are provided to Publisher by or on behalf of Customer (or that Customer authorizes Publisher to obtain from an Offering) through an engagement with Publisher to obtain technical support for the Offering covered under this Agreement.

"Use" means to copy, download, install, run, access, display, use or otherwise interact with.

13 APPORTUNIX AMENDMENTS

THIS CHAPTER 13 CONTAINS THE AMENDMENTS TO THE STANDARD CONTRACT THAT APPLY TO ALL OFFERINGS FROM APPORTUNIX. IF A PROVISION OF THIS CHAPTER 13 CONFLICTS WITH ANOTHER PROVISION OF THE STANDARD CONTRACT, THIS CHAPTER 13 PREVAILS.

13.1 Section 7.2. Defense of third-party claims by Publisher. Section 7.2 is replaced in its entirety by the following:

> **7.2 By Publisher.** Publisher will defend Customer against a third-party claim alleging that an unmodified Offering developed by Publisher and used by Customer in accordance with this Agreement infringes that third party's intellectual property rights ("IP Claim"). Publisher will indemnify Customer only for damages and reasonable external legal costs finally awarded by a court of competent jurisdiction in connection with an IP Claim, or amounts payable under a settlement approved in writing by Publisher.
>
> Publisher has no obligation under this Section 7.2 to the extent an IP Claim results from: (a) Customer Data, Customer specifications or materials supplied by or on behalf of Customer; (b) use of the Offering in combination with products, services, software or data not supplied or approved in writing by Publisher; (c) modification of the Offering other than by Publisher; (d) use contrary to this Agreement, the Documentation or Publisher's written instructions; or (e) continued use after Publisher has notified Customer of the alleged or actual infringement and offered a commercially reasonable alternative.
>
> Customer must promptly notify Publisher in writing of an IP Claim, grant Publisher sole control of the defense and settlement, and provide all reasonable cooperation. Publisher may, at its option and

expense: (i) procure the right for Customer to continue using the Offering; (ii) modify or replace the Offering so that it is no longer infringing without materially reducing its functionality; or (iii) if neither option is commercially reasonable, terminate the affected Order and refund prepaid fees for the unused remainder of the applicable subscription period. This Section 7.2 states Publisher's entire obligation and Customer's exclusive remedy for an IP Claim.

All obligations and liability of Publisher under this Section 7.2 are subject to the exclusions and limitations in Section 8 as replaced by this Chapter 13. Publisher gives no indemnity for claims based solely on an alleged violation of applicable law or Data Protection Laws, without prejudice to liability that cannot lawfully be excluded.

13.2 Section 8. Limitation of Liability. Section 8 is replaced in its entirety by the following:

8.1 Publisher's total liability arising from or relating to this Agreement, whether for an attributable failure to perform, breach of warranty, indemnity or on any other legal basis, is limited to compensation of damage as set out in this Section 8.

8.2 Publisher's liability for direct damage is limited to the price stipulated for the affected Order, exclusive of VAT. If the affected Order is principally a continuing performance agreement with a term exceeding one year, the stipulated price is deemed to be the total fees, exclusive of VAT, agreed for one year. In no event will Publisher's total liability for direct damage, on any legal basis, exceed EUR 500,000.

8.3 Publisher's liability for death, personal injury or material damage to tangible property is limited to EUR 1,250,000.

8.4 Publisher is not liable for indirect damage, consequential damage, lost profit, lost savings, reduced goodwill, business interruption, claims from Customer's customers, damage connected with the use of items, materials or third-party software prescribed by Customer, or damage connected with suppliers prescribed by Customer. Publisher is also not liable for corruption, destruction or loss of data or documents.

8.5 The limitations and exclusions in Sections 8.2 through 8.4 apply in addition to all other limitations and exclusions of Publisher's liability in this Agreement.

8.6 The limitations and exclusions in Sections 8.2 through 8.5 do not apply to the extent damage is caused by intentional misconduct or deliberate recklessness of Publisher's executive management.

8.7 Unless performance by Publisher is permanently impossible, Publisher is liable for an attributable failure only after Customer has promptly given Publisher detailed written notice of default, allowed a reasonable period to cure, and Publisher remains in default after that period.

8.8 A condition for any right to compensation is that Customer notifies Publisher in writing of the damage as soon as reasonably possible after it arises. Any claim for damages expires 24 months after the claim arose unless Customer commences legal proceedings for compensation before that period expires.

8.9 Customer will indemnify Publisher against third-party product-liability claims arising from a defect in a product or system supplied by Customer to a third party that incorporated equipment, software or other materials supplied by Publisher, unless and to the extent Customer proves that the damage was caused by those items supplied by Publisher.

8.10 This Section 8 and all other limitations and exclusions of liability in this Agreement also apply for the benefit of all natural persons and legal entities engaged by Publisher or its suppliers in performing this Agreement.

13.3 Section 9. Pricing and Payment. Section 9 is replaced in its entirety by the following:

Pricing
Prices of all Apportunix' Offerings are published at the Apportunix website (https://apportunix.com).

- Prices are available in Euro and in US Dollar.
- All prices are exclusive of value added tax (VAT), sales tax, state taxes, local taxes, duties and/or other levies imposed by the government of the country of destination. Such taxes, duties and/or fees are to be paid for by Customer.
- Prices of Apportunix Offerings may be modified by Apportunix at any time with a notice period of 30 days.

Payment terms

- At the time of purchase of a paid subscription, Customer needs to select a payment method and supply the details required for the selected method.
- At the end of each month, Apportunix will determine the usage of the Apportunix Offering by Customer in the past month and create and send an invoice to Customer based on the recorded usage and the then current prices as published on the Apportunix website. Apportunix will also collect payment from Customer using the payment method each Customer has selected for the Offering.

Only applicable to perpetual licenses of Apportunix Document Creator for Dynamics NAV or for Dynamics 365 Business Central on-premise:
Customer's Reseller shall invoice Customer for license, maintenance and subscription fees on behalf of Apportunix. Customer will pay its Reseller according to the payment terms agreed between Customer and its Reseller.

13.4 Section 11.10. Miscellaneous - Applicable Law. Section 11.10 is replaced in its entirety by the following:

11.10.1 Governing law. This Agreement and any agreement arising out of or relating to it shall be governed by and construed in accordance with the laws of the Netherlands. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.
11.10.2 Arbitration. Any dispute arising out of or relating to this Agreement, or to any further agreement deriving from it, shall be finally resolved by arbitration in accordance with the Arbitration Regulations of the Foundation for the Settlement of Automation Disputes (Stichting Geschillenoplossing Automatisering - SGOA). This provision is without prejudice to either party's right to seek interim relief in court proceedings or arbitral summary proceedings, or to take conservatory measures, including prejudgment attachment. The place of arbitration shall be Amsterdam, the Netherlands, or such other place as may be designated under the applicable SGOA Arbitration Regulations.
11.10.3 Cantonal court jurisdiction. Notwithstanding Section 11.10.2, where a dispute falls within the jurisdiction of the cantonal section of a Dutch district court, either party may submit that dispute to the competent district court in the Netherlands, provided that arbitration proceedings concerning the same dispute have not already been commenced. If either party validly submits the dispute to the competent district court under this Section, the cantonal judge of that court shall have jurisdiction to hear and determine the dispute.
11.10.4 ICT mediation. Either party may at any time initiate ICT mediation in accordance with the ICT Mediation Regulations of SGOA in respect of a dispute arising out of or relating to this Agreement or any further agreement deriving from it. The other party shall actively participate in such mediation and shall, at a minimum, attend one joint meeting with the mediator or mediators. After that first joint meeting, either party may terminate the mediation at any time. The commencement or conduct of mediation does not restrict either party's right to seek interim relief in court proceedings or arbitral summary proceedings, or to take conservatory measures, including prejudgment attachment.

13.5 Section 11. Miscellaneous. The following Section 11.15 is added:

11.15 Acceptable Usage Policy. Some parts of the Offering require processing on additional Microsoft Azure components on top of Business Central. An Acceptable Usage Policy applies in these cases. If Customer consumes more Azure resources than Publisher deems acceptable, Publisher may limit the use of these resources by Customer, impose additional fees or terminate the License Agreement.
For clarity, 'Acceptable' in the context of this Acceptable Usage Policy is defined as follows: The consumption of resources by an individual customer should not exceed a proportionate share of the total consumption for an extended period, based on the total number of customers. Specifically, the consumption of an individual customer should not exceed four times the average consumption per customer.
In addition to the above, any form of peak usage that could potentially disrupt the service is also not considered Acceptable Usage. This includes, but is not limited to, executing a large number of transactions in a short period of time, even if such usage occurs infrequently (e.g., once every three months) and the average consumption over a longer period (e.g., three months) falls within the acceptable threshold. Such peak usage is considered disruptive and is not allowed under this policy.

13.6 Section 11. Miscellaneous. The following Section 11.16 is added:

11.16 Determination of Billable User Count. Where the fees for an Offering are based in whole or in part on the number of users, the billable user count for each billing period shall be determined in accordance with this Section 11.16.
The billable user count comprises all full user licenses assigned in the Microsoft Dynamics 365 Business Central Production environment in which the relevant subscription is activated. This includes Business Central Essentials users, Premium users and Device users. Team Member users and Disabled users are excluded. The billable user count is based on the total number of applicable users in that Production environment, irrespective of whether those users use the Offering directly or indirectly and is not based on user-specific assignments of licenses for the Offering.
For each billing period, the billable user count shall be the highest number of applicable user license assignments reported from the relevant Production environment at any time during that billing period. A reduction in the number of applicable users during the billing period shall not reduce the billable user count for that billing period.
User license assignments recorded in the relevant Production environment shall be conclusive for determining the billable user count. Changes made in Microsoft 365 or Partner Center shall be reflected in the billable user count only after they have been synchronized with that Production environment. Customer is responsible for performing such synchronization, including by using the Update Users from Microsoft 365 action on the Users page in Business Central, when applicable. Customer may use the Apportunix License Unit Overview page in its Business Central Production environment to view the license counts currently reported for that environment.

13.7 Section 12. Definitions.

13.7.1 "Order". The definition of "Order" is replaced by the following.

"Order" means (a) the Customer's creation of a subscription for an Offering through the subscription process described in the applicable Apportunix Documentation, including the Customer's completion of the applicable subscription wizard or other subscription activation process, or (b) an ordering document used to transact the Offering via the Marketplace or the Customer's Reseller. The Customer's creation of such a subscription constitutes an Order for the purposes of this Agreement, whether or not a separate ordering document is executed.

13.7.2 "Reseller". The following definition of "Reseller" is added.

"Reseller" means the Party that has entered into a formal relationship with Customer and under this relationship delivers services to Customer in the field of Dynamics NAV and/or Dynamics 365 Business Central consisting of, but not limited to, consultancy, support, supply of licenses, maintenance and/or subscriptions.

13.7.3 "Apportunix Offering". The following definition of "Apportunix Offering" is added. "Apportunix Offering" means an Offering consisting of an app for Microsoft Dynamics 365 Business Central that Publisher develops and makes available under the Apportunix name and that is identified in an Order and listed at https://apportunix.com/apps/, including the software, technology and services necessary for Publisher to provide that app.