



**MICROSOFT DYNAMICS 365 BUSINESS CENTRAL
END USER LICENSE AGREEMENT**

PLEASE READ THIS AGREEMENT CAREFULLY

BY COPYING, INSTALLING, OR USING ALL OR A PORTION OF SOFTWARE PROVIDED BY BCN GROUP LIMITED, YOU (HEREINAFTER "THE CUSTOMER") ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY PROVISIONS ON LICENSE RESTRICTIONS, LIMITED WARRANTY, LIMITATION OF LIABILITY AND ANY OTHER SPECIFIC PROVISIONS AND EXCEPTIONS WITHIN THIS LICENSE AGREEMENT. THE CUSTOMER AGREES THAT THIS AGREEMENT IS LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY THE CUSTOMER. THIS AGREEMENT IS ENFORCEABLE AGAINST THE CUSTOMER. IF THE CUSTOMER DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, THE CUSTOMER MAY NOT USE THE SOFTWARE.

The Customer may have another written agreement directly with BCN Group Limited that supplements or supersedes all or portions of this agreement. The Software is LICENSED, NOT SOLD, only in accordance with the terms of this agreement. Use of some or all of The Software may be subject to additional terms and conditions which are available upon request.

The Software may cause The Customer's Computer(s) to AUTOMATICALLY CONNECT TO THE INTERNET. The Software may also require activation, registration, or connection to the Internet for continued use.

1. Definitions

1.1 "BCN Group" means BCN Group Limited, Second Floor, Building 4, Manchester Green, 331 Styal Road, Manchester, M22 5LW. Company registration number 06893253.

1.2 "Microsoft Dynamics" means computer software from Microsoft Corporation that fall under the Navision, Microsoft Dynamics NAV, or Microsoft Dynamics 365 Business Central brands.

1.3 "Compatible Computer" means a Computer with the recommended operating system and hardware configuration as stated in the documentation relating to both the Microsoft Dynamics applications, and the BCN Group applications.

1.4 "Computer" means a physical device that accepts information in a digital or similar form and manipulates it for a specific result based on a sequence of instructions, including without limitation, desktop computers, laptops, tablets and mobile devices.

1.5 "The Customer" means you and any legal entity that obtained The Software, and, on whose behalf, it is used; for example, and as applicable, your employer.

1.6 "The Software" means (a) all of the information with which this agreement is provided, including but not limited to: (i) all software files and other computer information; (ii) any



proprietary logic embedded within exported file formats; (ii) any file formats used for importing or exporting data within The Software; (iv) images, sounds, and other media bundled with BCN Group software or made available by BCN Group by other means; (v) related explanatory materials, files and media provided with BCN Group software or made available by BCN Group by other means; (vi) any modified versions and copies of, and upgrades, updates and additions to The Software or related media.

1.7 “Documentation” means any form of document; written, printed or digitally stored relating to The Software or BCN Group.

1.8 “Associated Media” means any type of written, printed or digitally stored files relating to The Software or BCN Group.

1.9 “Live Environment” and “Production Environment” means a single Microsoft Dynamics installation where real transactions for day-to-day operation of The Customers’ business takes place.

1.10 “Testing Environment”, “UAT Environment” and “User Acceptance Testing Environment” means a Microsoft Dynamics installation that is used by The Customer to perform any form of user acceptance testing. No real business transactions are created within this environment.

1.11 “Development Environment” means a Microsoft Dynamics installation that is used by BCN Group and The Customer in order to create new or extend existing functionality.

1.12 “Third Party” means a vendor other than BCN Group who are authorised to provide The Software as part of their partner agreement with BCN Group.

1.13 “Support Contract” means a contract between The Customer and BCN Group in order for The Customer to receive help, guidance and resolution to any technical issues within The Software.

1.14 “Maintenance Contract” mean a contract between The Customer and BCN Group in order for the Customer to receive any available updates to The Software.

2. Software License

2.1 Software License. This section applies to The Customers who have purchased a license to The Software, either directly with BCN Group or through a Third Party.

2.1.1 License Grant : Subject to The Customers continuous compliance with this Agreement and payment of the applicable license fees, BCN Group grants The Customer a non-exclusive and limited license to install and use The Software (a) within the Live Environment for which The Software was registered, (b) on any number of Testing Environments, (c) on any number of Development Environments, (d) on any number of Compatible Computers connecting to the Live Environment, Test Environment and Development Environment, (e) and in a



manner consistent with the terms of this Agreement and applicable Documentation. Unless otherwise defined in this Agreement, in applicable Documentation, or at the time or purchase, The License shall be perpetual. Upon the expiration or termination of The License, some or all of The Software may cease to operate without prior notice. Upon the expiration or termination of The License, The Customer may not use The Software unless The Customer has renewed the license.

2.1.2 License Types

2.1.2.1 Full. The current version of The Software, or portions of The Software have been purchased fully by The Customer to be operated on the Live Environment. The Software may be installed on any number of Compatible Computers as part of an organisational deployment plan. The Software may be kept up to date through the use of an additional Support Contract from BCN Group. THE SOFTWARE IS PROVIDED "AS-IS" AND USE OF THE SOFTWARE IS ENTIRELY AT THE CUSTOMERS OWN RISK.

2.1.2.2 Subscription License. The Software, or portions of The Software are leased by The Customer on a subscription-basis. The Customer may install The Software on any number of Compatible Computers as part of an organisational deployment plan. Ongoing access to a Subscription License requires: (a) a recurring Internet connection to activate, renew and validate the license, (b) BCN Group or its authorised Third Party's receipt of recurring subscription payments, and (c) The Customer's agreement to subscription terms and other additional terms and conditions that are available upon request or at the time of purchase. If BCN Group does not receive the recurring subscription payment or cannot validate the license periodically, then The Software may become inactive without additional notice until BCN Group receives the payment in full or validates the license.

2.2 Documentation. The Customer may make copies of any provided Documentation for its own internal use in connection with the use of The Software in accordance with this agreement. The Documentation is for the sole use of The Customer and its users. The documentation cannot be distributed outside of The Customer organisation.

3. Intellectual Property Ownership

The Software and any authorised copies that The Customer makes are the intellectual property of and are owned by BCN Group. The structure, organisation, and source code of The Software are the valuable trade secrets and confidential information of BCN Group. The Software is protected by law, including but not limited to the copyright laws of the United Kingdom and other countries, and by international treaty provisions. Except as expressly stated herein, this agreement does not grant The Customer any intellectual property rights in The Software. All rights not expressly granted are reserved by BCN Group.

4. Restrictions and Requirements



4.1 Proprietary Notices. Any permitted copy of The Software, Documentation and Associated Media that The Customer makes must contain the same copyright and other proprietary notices that appear on or in The Software.

4.2 Use Obligations. The Customer agrees that it will not use The Software other than as permitted by this agreement and that it will not use The Software in a manner inconsistent with its design or Documentation.

4.3 No Modifications. Except as expressly permitted by BCN Group, The Customer may not modify, port, adapt, or translate The Software.

4.4 No Reverse Engineering. Except as otherwise expressly permitted by BCN Group, The Customer will not reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code of The Software.

4.5 No Transfer. THE CUSTOMER WILL NOT RENT, LEASE, SELL, SUBLICENSE, ASSIGN, OR TRANSFER ITS RIGHTS IN THE SOFTWARE, OR AUTHORISE ANY PORTION OF THE SOFTWARE TO BE COPIED INTO ANOTHER LIVE ENVIRONMENT.

5. Updates

From time-to-time Updates to The Software may become available from BCN Group. As part of this agreement The Customer may be entitled to update their system to the latest version of The Software. If The Customer wishes to use the update, then The Customer may install it themselves. BCN Group can perform an update on behalf of The Customer at additional cost, or within the remit of a Support Contract or Maintenance Contract. BCN GROUP WILL NOT BE HELD RESPONSIBLE FOR ANY ERRORS OR FAULTS, EITHER HARDWARE OR SOFTWARE AS A RESULT OF THE CUSTOMER UPDATING THE SOFTWARE THEMSELVES.

6. Limitation of Liability

EXCEPT FOR THE EXCLUSIVE REMEDY OFFERED BY BCN GROUP AND ANY REMEDIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER LAW, BCN GROUP, ITS AFFILIATES AND SUPPLIERS WILL NOT BE LIABLE TO THE CUSTOMER FOR ANY LOSS, DAMAGES, CLAIMS OR COSTS WHATSOEVER UNCLUDING ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, ANY LOST PROFITS OR LOST SAVINGS, AND DAMAGES RESULTING FROM BUSINESS INTERRUPTION, PERSONAL INJURY OR FAILURE TO MEET ANY DUTY OF CARE, OR CLAIMS BY A THIRD PARTY, EVEN IF A BCN GROUP REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS, OR COSTS. IN ANY EVENT, BCN GROUP'S AGGREGATE LIABILITY AND THAT OF ITS AFFILIATES AND SUPPLIERS UNDER OR IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT PAID FOR THE SOFTWARE, IF ANY. THIS LIMITATION WILL APPLY EVEN IN THE EVENT OF A FUNDAMENTAL OR MATERIAL BREACH OR A BREACH OF THE FUNDAMENTAL OR MATERIAL TERMS OF THIS AGREEMENT.

7. General Provisions

If any part of this agreement is found void and unenforceable, it will not affect the validity of the balance of this agreement, which will remain valid and enforceable to its terms. This agreement may only be modified in writing, signed by an authorised officer of BCN Group. The English version of this agreement will be the version used when interpreting or construing this agreement. This is the entire agreement between BCN Group and The Customer relating to The Software and it supersedes any prior representations, discussion, undertakings, communications or advertising relating to The Software.

8. Internet Connectivity and Privacy

8.1 Automatic Connections to the Internet. The Software may cause The Customer's Computer, without notice, to automatically connect to the Internet and communicate with a BCN Group website or BCN Group domain for purposes such as license validation and providing The Customer with additional information, features or functionality. Unless otherwise specified, the following provisions apply to all automatic Internet connections by The Software.

8.2 Whenever The Software makes an Internet connection and communicates with an BCN Group website, whether automatically or due to explicit user request, the Privacy Policy shall apply. The BCN Group Privacy Policy allows tracking of website visits, and it addresses in detail the topic of tracking and use of cookies, web beacons and similar devices.

8.3 If The Customer accesses a BCN Group online service or activates or registers The Software, then additional information such as The Customers ID, Username and passwords may be transmitted to and stored by BCN Group pursuant to the Privacy Policy.