



End User License Agreement & Services Agreement

Overview

This Agreement between GOapps4BC and you, the Customer and Licensee serves two parts in our relationship. The Agreement will manage the relationship between the parties for both the software provided as well as services rendered to support the installation and operation of the software.

Definitions

EULA: End User License Agreement for you, the Customer, and Licensee.

SAAS: Software as a Service provided by the Licensor.

License: The License manages access to the Software Product and is assigned to you the Customer.

Product: The Software code, App, or Extension code to MBS

Subscription: A Subscription is licensed access to the Software including updates, upgrades, and hot fixes provided to you the Customer.

Licensor: The Licensor is 4th Quarter Solutions LLC DBA (Doing Business As) GOapps4BC

Licensee: You, the Customer.

MBS: Microsoft Business Software, Dynamics Business Central

End User License Agreement

License Use Rights

The Licensor is the sole and exclusive owner of the GOapps4BC software (hereafter referred to as the “Software”. When subscribing to the Software, The Licensor grants the Licensee a non-exclusive and non-transferable right to use the software installed with one and only one specific MBS License as specified in this agreement.

The Software is a standard product. It is the sole responsibility of the Licensee to ensure that the Software, the features of the Software and the documentation fulfill the Licensee’s requirements.

The terms and conditions of this License Agreement are applicable to the Software and all related documentation and further upgrade releases, updates, and hotfixes.

The Software can only be used to handle data of the Licensee. Any third-party use of the Software is not permitted, i.e., the Licensee will not grant the Software and the use of it, for the third party’s own data.

The Licensee accepts not to copy the Software other than for normal system operation. For archival, back-up, development and test purposes copies can be taken. Any copies made are subject to the terms and conditions of this License Agreement.

The Licensee must at all times maintain accurate and up to date records of the number and location of all copies of the software.

Each and any right to the Software belongs to the Licensor. The Licensee only obtains a limited, non-exclusive, and non-transferable right to use the Software in connection with the running of the



Licensee's usual day-to-day business. The same applies for any customized software provided by Licensor to the individual needs of the Licensee.

The Software can thus not be sold, transferred, given away or in any way be passed to another user or owner. However, The Software can be included as a part of a wholly or partly business transfer.

The Licensee acknowledges that any and all of the copyright, trademarks, trade names and other intellectual property rights subsisting in or uses in connection with the Software including all documentation and manuals relating hereto, are and shall remain the sole property of the Licensor and related parties with regards to copyright, trademarks and other intellectual property rights. The Licensee shall not during or at any time after the termination of this License Agreement in any way question or dispute the title by the Licensor thereof.

Licensee agrees that Licensor may use Licensee's name in lists, presentations, webpages and displays used by Licensor which generally describe its customers.

Subscription Terms

The subscription period will begin from the date of delivery or access to the Product and continue for the period described on the Order ("**Initial Subscription Period**"). The subscription shall automatically renew for successive periods equal to that of the Initial Subscription Period (each a "**Renewal Period**") unless otherwise terminated by either party upon written notice to the other party, in accordance with this agreement. A subsequent Order is not required for any such renewal. After the end of the Initial Subscription Period and any Renewal Period thereafter, GOapps4BC may increase the Subscription Fee for subsequent Renewal Periods by providing Customer with no less than thirty (30) days' notice before the expiration date of the Initial Subscription Period or the then-current Renewal Period. All Subscription Fees are non-refundable.

Implementation and Support Services

Service Requests and Management – You, the Customer upon placing an order for the software will be provided with a "Username" and "Password" to access a Customer Portal. On the Portal you can open and manage support tickets and access other product-related information.

Service Charges – All requests for services are billed on a per incident basis. Incidents are prepaid block of services requests where each services request is equal to one incident. Examples of incidents are:

- (i) Setup Assistance for the software licensed.
- (ii) Training Sessions for software end users
- (iii) Troubleshooting of software errors

Prepaid Incident Expiration – The purchased block of incidents will expire 12 months from purchase date. GOapps4BC will automatically invoice for a new block of incidents before the expiration of the purchased incidents for continued support and access to the Customer Portal.

Relationship of Parties - GOapps4BC is an independent contractor and is responsible for the payment of all employer contributions and taxes measured by the remuneration paid to GOapps4BC employees as required by all applicable federal, provincial, and local laws. You are responsible for the results obtained from the use of the services.



Subcontracting – GOapps4BC may subcontract any part of the Services to one or more subcontractors selected by GOapps4BC. Any reference to GOapps4BC in this Agreement includes GOapps4BC's agents and subcontractor staff.

If you do not wish to maintain access to the Customer Portal and available incident tracking, please contact support through our website for assistance.

Any services under this agreement are for the licensed product only. Additional services can be provided upon request.

Agreement Terms and Conditions

Invoices and Payments

Upon Receiving the Product, GOapps4BC will invoice Customer for the Initial Subscription Period specified on the Order ("Subscription Fee"). Customer shall pay to GOapps4BC the Fees due for the Software in accordance with the terms of this EULA and any applicable Order Form. Except as otherwise specified herein or in an Order Form, (a) fees are based on Software licensed and Services purchased and not actual usage, (b) all payment obligations under this EULA are non-cancelable and non-refundable, and (c) quantities purchased cannot be decreased during the relevant subscription term. All amounts payable by the Customer are exclusive of any taxes, fees, duties, or other charges levied. Customer will be responsible for all taxes, fees, duties, or other such charges under this EULA.

Payment methods

Credit Card or ACH Authorization. Until all amounts due have been paid in full, Customer agrees to keep its payment information current at all times and authorizes GOapps4BC to charge such payment method (including but not limited to credit card, debit card, wire transfer and/or automated clearing house) provided by Customer, all amounts due under this EULA, including without limitation, usage beyond the amount specified in the applicable Order Form. All prices are given and must be paid in the currency listed on the applicable Order Form.

Electronic Invoice. GOapps4BC may invoice Customer electronically. Customer must notify GOapps4BC within fifteen (15) days of the receipt of the invoice of any billing errors thereon. If Customer does not notify GOapps4BC within this time, GOapps4BC will not be required to correct the error and/or make adjustments to Customer's account and Customer hereby waives any claim, allegation, or contention with respect to such invoice.

Late Fees. Any amount not paid when due shall be subject to a late fee per general terms of GOapps4BC per month from the due date until the amount is paid. In addition, in the event Customer fails to fulfill its payment obligations under this EULA, GOapps4BC reserves the right to suspend or cancel the License(s) with or without notice if payment is not received on the date that is due.

Termination

This License Agreement is entered into for an indefinite period. The Licensee has the right to terminate this License Agreement upon one (1) month prior written notice to the Licensor. The termination does not grant the Licensee any right to any refunds of the paid license fee whatsoever upon termination of the License Agreement.



The Licensor can terminate this License Agreement with immediate effect if the Licensee breaches this License Agreement. The termination must be done in writing.

In case of termination of this License Agreement, the Licensee shall promptly erase and delete the Software and any copies thereof and promptly cease the utilization of the Software.

The Licensor can claim damages and pursue all other remedies according to applicable law.

Liability

Limitation - Circumstances may arise where, because of a default on GOApps4BC's part or other liability, you are entitled to recover damages from GOApps4BC. Subject to the limitations set forth below, GOApps4BC and Client each agree to indemnify, defend, and hold the other harmless against any action to the extent that GOApps4BC software, third party software or confidential information by the indemnitor or any other party infringes upon the intellectual property rights of any third party.

Regardless of the basis on which you are entitled to claim damages from GOApps4BC (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), GOApps4BC is liable for no more than:

- (i) Payments referred to in the Copyrights clause below.
- (ii) The amount of any other actual direct damages up to the charges or the amounts paid or due and payable to GOApps4BC under the EULA.

This limit also applies to any of GOApps4BC's subcontractors and partners. It is the maximum for which GOApps4BC, its subcontractors and partners are collectively responsible.

Items for Which GOApps4BC Is Not Liable - Under no circumstances are GOApps4BC, its partners, or its subcontractors liable for any of the following, even if informed of their possibility:

- (i) Loss of or damage to data.
- (ii) Special, incidental, or indirect damages or for any economic consequential damages; or Lost profits, business revenue, goodwill, or anticipated savings.

General

Force Majeure – Neither party will be liable to the other for any failure to fulfill obligations caused by event or circumstance that is beyond the reasonable control and without the fault or negligence of that party ("**Force Majeure Event**") that prevents that party's performance. Force Majeure Events may include acts of God or public enemy, floods, fires, earthquakes, explosions, epidemics, pandemics, wars, invasions, hostilities, terrorist acts, strikes, lockouts, inability to obtain labor or materials on the open market, riots, or other civic emergency. The affected party shall give the other party prompt written notice of the occurrence of the Force Majeure. This clause does not apply to any of your obligations to pay charges for services provided.

Assignment – Neither party may assign, transfer, charge or otherwise seek to deal in any of its respective rights or obligations under this Agreement without the prior written consent of the other party, except that GOApps4BC may, without consent, assign or transfer its rights and obligations to (i) a person or persons whose identity GOApps4BC may provide to you in writing, to whom all or part of its business is transferred.



Waiver – No waiver of any term or condition of this Agreement will be effective unless made in writing.

Notices – Notices must be in writing and sent electronically between the Parties and such communication is acceptable as signed writing.

Amendment – Any amendment to this Agreement will not be effective unless agreed in writing and signed by both parties. Additional or different terms in any written communication from you (such as an order) are void.

Survival and Validity of Agreement Provisions – The provisions of this Agreement which expressly or by implication are intended to survive its termination or expiration will survive and continue to bind both parties. If any provision of this Agreement is held to be invalid, in whole or in part, such provision (or relevant part, as the case may be) shall be deemed not to form part of this Agreement. In any event, the enforceability of the remainder of this Agreement will not be affected. Neither party will bring a legal action arising out of or related to this Agreement more than two years after the cause of action arose.

Copyrights - Claims for Which GOapps4BC is Not Responsible - GOapps4BC has no obligation regarding any claim based on any of the following:

- (i) Anything you provide which is incorporated into the Deliverable Materials or GOapps4BC's compliance with any designs, specifications, or instructions provided by you or by a third party on your behalf.
- (ii) Your modification of Deliverable Materials; or
- (iii) The combination, operation, or use of the Deliverable Materials with any product, data, apparatus, or business method that GOapps4BC did not provide, or the distribution, operation, or use of the Deliverable Materials for the benefit of a third party.

Third Party Claims - You agree that this Agreement will not create any right or cause of action for any third party, nor will GOapps4BC be responsible for any third-party claims against you except as described in the Copyrights clause above or as permitted by the Liability clause above for bodily injury (including death) or damage to real or tangible personal property for which GOapps4BC is legally liable.

Entire Agreement - This Agreement, including any attachment, invoice, or referenced document, forms the entire agreement between you and GOapps4BC relating to the Software and Services. It replaces and supersedes any previous proposal, correspondence, understanding or other communication, whether written or oral. Neither party is liable to the other, in equity nor otherwise, for any representation that is not set out in this Agreement. Each party acknowledges that it has not relied on or been induced to enter into this Agreement by a representation other than those expressly set out in this Agreement. The headings and titles in this Agreement are included to make it easier to read, but do not form part of this Agreement.

Warranties

GOapps4BC warrants that it performs each of the Services using reasonable care and skill and according to its current description (including completion criteria) contained in the SOW. **THESE WARRANTIES ARE YOUR EXCLUSIVE WARRANTIES AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY OR CONDITION OF NON-INFRINGEMENT.**

GOapps4BC does not warrant uninterrupted or error-free operation of a Product or Service or that GOapps4BC will correct any or all defects.



Governing Law and Dispute Resolution

Applicable Law - Both you and GOapps4BC consent to the application of the laws of the United States and the state of New Jersey to govern, interpret, and enforce all of your and GOapps4BC's rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Agreement without regard for conflict of law principles.

Resolving Disputes - Should any dispute arise between you and GOapps4BC, the parties will attempt to resolve the dispute in good faith by negotiations. Unresolved disputes, the parties agree to resolve such disputes through arbitration by a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA) then in effect, and judgment upon the award entered by the arbitrator may be entered in any court having jurisdiction. Any such arbitration will be conducted in the city nearest GOapps4BC New Jersey, USA office having an AAA Regional Office. The prevailing party shall be entitled to receive from the other party its attorney's fees and costs incurred in connection with any action, proceeding or arbitration hereunder.

US Gov Restricted Rights

U.S Government Restricted Rights Notice (applies only to Licensees who are or who form part of an American Public Authority)

If the Licensee is a unit or agency of the United States Government or is acquiring the software for any such unit or agency, the software and related documentation are deemed to be "commercial computer software" and commercial computer software documentation", respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212(b), as applicable. Any modification, reproduction, release, performing, displaying, or disclosing of the software and/or related documentation by the United States Government or any of its agencies shall be governed solely by the terms of this agreement, and shall be prohibited except to the extent expressly permitted by the terms of this agreement. Any technical data provided that is not covered by the above provisions shall be deemed to be "technical data - commercial items" pursuant DFAR Section 252.227-7015(a). Any use, modification, reproduction, release, performing, displaying, or disclosing of such technical data shall be governed by the terms of DFAR Section 252.227-7015(b).