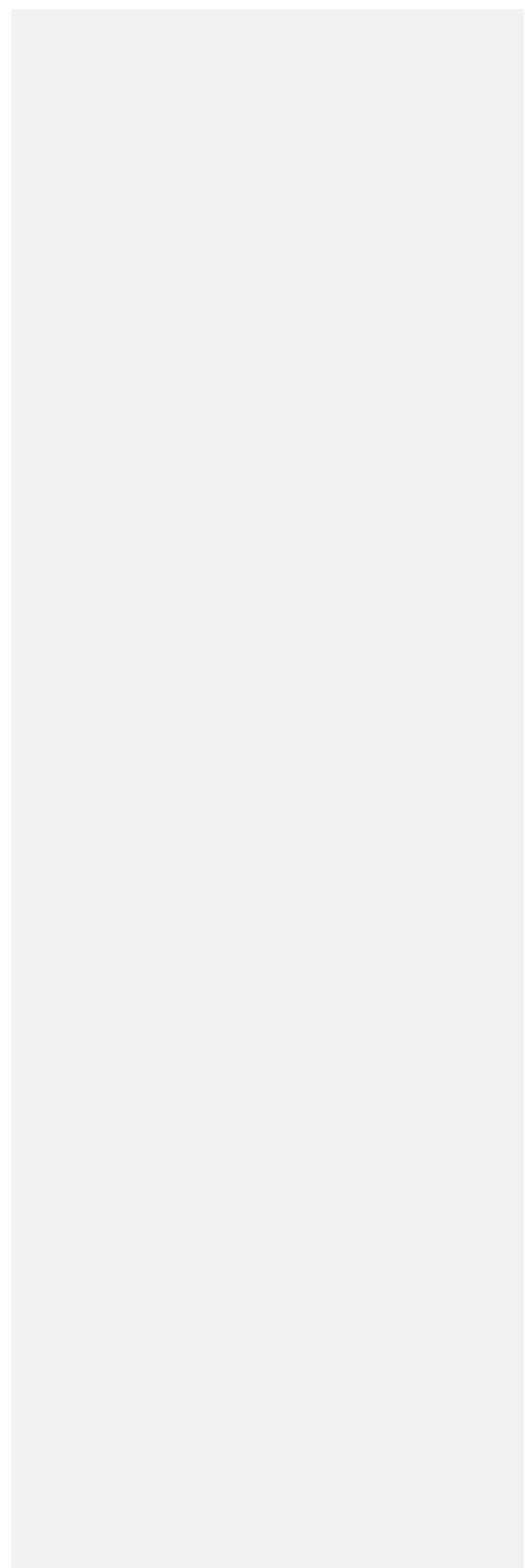


YAVICA

FlexProperty Subscription License Terms



YAVICA

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1. Definitions

"Yavica"	shall mean Yavica ApS
"Delivery date"	shall mean the date on which the SUBSCRIBER is given access to the FlexProperty software and the license key;
"End User/s"	shall mean a person/persons authorized to access the Product(s) with a unique username and password. For the avoidance of doubt, End Users may be person/persons employed or engaged by SUBSCRIBER re. Clause 3.3;
"FSA"	shall mean the FlexProperty Subscription Agreement which is the commercial agreement entered into by SUBSCRIBER and Yavica regarding SUBSCRIBER's subscription to the Product(s) incorporating these FSLT;
"FSLT"	shall mean these FlexProperty Subscription License Terms;
"MS"	shall mean Microsoft;
"Non-Yavica products"	shall mean software, services or technology not produced by Yavica and/or not supplied under the FSA.
"Party"	shall mean SUBSCRIBER or Yavica individually;
"Parties"	shall mean SUBSCRIBER and Yavica collectively;
"Product(s)"	shall mean the software program(s) FlexProperty, associated online services and web-based services, including pre-release or beta versions of the Product(s). Product availability may vary by region;

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"Software Description"

shall mean a functional specification and description of the Product(s) as published from time to time by Yavica and where the at any time current version is to be found at:
www.flexproperty.com/softwaredescription

Kommenterede [HD1]: To be updated

"SUBSCRIBER"

shall mean the legal entity that has - directly or indirectly - e.g. through an FSA accepted these FSLT;

"Supported Web Browser"

means browsers supported by MS for Microsoft Dynamics 365 – Enterprise edition hosted in the Azure Cloud.

2. Yavica Products

2.1. Third party software:

The Product(s) can contain and may have been merged with technology in which MS has the copyright.

2.2. Product(s):

The property, copyright and all other intellectual property rights in such parts of the Product(s) as have been independently developed by and vested in Yavica.

2.3. Assignment

Yavica may assign its rights and obligations under these FSLT

2.4. IT-environment

The Product(s) are accessed via the Supported Web Browser only and Yavica cannot guarantee that any other web browsers will work. It is further a prerequisite that the Microsoft Dynamics 365 – Enterprise edition environment is available for the SUBSCRIBER for the Product(s) to be available.

3. SUBSCRIBER's rights

Yavica grants SUBSCRIBER a non-exclusive, non-assignable license to use the Product(s) on the following conditions:

3.1. Limited license to Use:

The license to use the Product(s) shall invariably be limited to (i) the system platform and (ii) the number of End Users paid for by SUBSCRIBER and (iii) stop upon the termination of the FSA - for whatever reason.

3.2. Copying:

SUBSCRIBER is entitled to reproduce such copies of the Product(s) as are necessary to use it on the system platform for which it has obtained the license, including one copy for security purposes (back-up). All such copies shall contain the same proprietary notices which appear on the original copy.

SUBSCRIBER may not reproduce additional copies of the Product(s) even for its own private use.

3.3. Assignment:

SUBSCRIBER may not assign or make available to any third party copies of the Product(s) or the documentation except as i) part of a facility management, outsourcing or similar agreements with a third party solely for SUBSCRIBER's own business use and benefit and/or ii) where the Product(s) is

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operated by third party personnel working under instructions from SUBSCRIBER and then solely for SUBSCRIBER's own business use and benefit - all provided that SUBSCRIBER has procured a corresponding number of End User licenses from Yavica. The above mentioned "SUBSCRIBER's rights" shall also be applicable to Updates - re. Clause 5.1.

4. Intellectual Property Rights:

Yavica is the holder or represents the holder of all intellectual property rights, including the copyright and trademark rights, in the Product(s). Neither the copyright nor the property in the Product(s) shall thus be assigned under these FSLT, but remains vested in Yavica or the third party holder of the right.

4.1. "Reverse Engineering":

SUBSCRIBER undertakes not to perform "reverse engineering" in any form whatsoever and not to make corrections or any other changes to the Product(s). This constitutes no limitation in SUBSCRIBER's rights pursuant to sections 36 and 37 of the Danish Copyright Act.

SUBSCRIBER shall be entitled to perform/or have somebody perform customised modifications not to but based on the Product(s), solely for SUBSCRIBER's own business use.

5. Delivery of the Product, License Key and Updates

5.1. Delivery of the Product and license key

On the delivery date the Product and license key will be accessible in Microsoft Lifecycle Service (LCS) or other location specified by Yavica. It is up to the SUBSCRIBER to download the software and apply it to the environments of the SUBSCRIBER.

5.2. Updates:

Relevant service packs and releases of the Product(s) (called "Updates") are made available to the SUBSCRIBER within a reasonable time no more than 4 months after a new release or service pack is made accessible by MS to Microsoft Dynamics 365 – Enterprise edition. However, the Updates will not be provided automatically to the SUBSCRIBER but will be accessible in Microsoft Lifecycle Service (LCS) or other location specified by Yavica. It is up to the SUBSCRIBER to download new Updates and apply to the environments of the SUBSCRIBER. Yavica will endeavour to continue to enhance the Product(s), for instance by addressing reported alleged defects and inadequacies and altering the Product(s) in such a way as to seek to bring the Product(s) into conformity with new releases of Microsoft Dynamics 365 – Enterprise edition.

5.3. Compatibility:

Yavica undertakes that the Product(s) and any Updates thereof performed by Yavica under these FSLT (the Updated Product(s)) is compatible with the MS current supported versions of standard Microsoft Dynamics 365 – Enterprise edition. Yavica is not able to influence new releases of other third party software, for which reason Yavica cannot in any way warrant that the Update(s) and/or the Updated Product(s) will be compatible with any or all new releases, versions etc. of such third party software issued from time to time.

5.4. Customised Modifications:

New Updates made by Yavica will be based on the standard edition of the Product(s). Consequently, Yavica cannot under this FSLT in any way guarantee that such individual modification - regardless of such modifications having been made by Yavica - will operate uninterrupted after installing Updates and/or Updated Product(s).



6. Warranties

6.1. General:

The Product(s) is supplied "as is" with no warranties, representations or remedies for breach other than what has been set forth herein this Clause 6.1 and Clause 7

6.2. Limited warranties.

Yavica warrants that each version of the Product(s) will perform substantially as described in the applicable Software Description.

6.2.1. Remediation

Where SUBSCRIBER within 30 days of the commencement date of the FSA provides documentary evidence of the Product(s) not substantially performing in accordance with Yavica's Software Description (a Defect) and such Defect has a material impact on SUBSCRIBER's use of the Product(s), Yavica shall use – at Yavica's sole discretion - a commercially reasonable effort to correct or remedy such Defects. Should Yavica fail to correct or remedy such Defect within a reasonable time, SUBSCRIBER shall be entitled to terminate these FSLT and demand a refund of the payment(s) effected pursuant to these FSLT.

6.3. Fit for purpose:

Yavica does not warrant that the Product(s) are fit for any specific business purpose or will fulfil the SUBSCRIBER's intended use or business aim ("specific purpose"), whether the SUBSCRIBER has informed Yavica of such specific purpose or not, unless Yavica in writing - including the Software Description - has confirmed the suitability of the Product(s).

6.4. Obligations to test:

Nothing in this Clause 6 relieves the SUBSCRIBER from his obligation to investigate and test the Product(s) immediately upon delivery.

6.5. SUBSCRIBER's Choice of Product(s):

SUBSCRIBER acknowledges that the Product(s) is a standard product, freely chosen by SUBSCRIBER. Yavica makes no warranty in pursuance of these FSLT for its compliance with SUBSCRIBER's requirements and purposes. For the same reason it is of no concern to Yavica whether the Product(s) is immediately usable by SUBSCRIBER or whether individual modifications are required in order to enable SUBSCRIBER to gain any, including the optimum or intended benefit from the Product(s) and Yavica cannot guarantee or warrant that any and/or all errors, omissions and/or inadequacies are corrected or remedied.

6.6. Continuation of rights:

Yavica warrants and represents that it has, and will throughout the term of these FSLT, obtain and maintain sufficient rights and authority to grant to SUBSCRIBER the licenses described in these FSLT.

6.7. Exclusions.

The warranties in this agreement do not cover problems caused by accident, abuse or use in a manner inconsistent with this FSLT, including failure to meet minimum system requirements.

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6.8. DISCLAIMER.

YAVICA PROVIDES NO OTHER WARRANTIES OR CONDITIONS APPART FROM WHAT ISEXPLICITLY STATED IN THIS CLAUSE 6 AND DISCLAIMS ANY OTHER EXPRESSED, IMPLIED OR STATUTORY WARRANTIES, INCLUDING WARRANTIES OF QUALITY, TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

7. Infringement and Indemnification

7.1. Reporting and Settlement Negotiations:

Where a third party raises an infringement claim against SUBSCRIBER with respect to the Product(s), SUBSCRIBER shall notify Yavica in writing to this effect. Yavica shall then take over and conduct the defence and bear all costs incidental to the case and shall at its own discretion settle the case by settlement negotiations, legal action or in some other manner. Yavica shall - with respect of any obligations of confidentiality towards any third party and any reasonable commercial considerations - keep SUBSCRIBER reasonably informed of the progress of the defence.

7.2. Hold Harmless:

Yavica shall hold SUBSCRIBER harmless for such third party claims, including unavoidable lawyer's fees and necessary and unavoidable costs, compensation and other costs that may be awarded the plaintiff, provided always that this shall be subject to Clause 8 herein.

Where Yavica infringes the right of a third party, Yavica may - at Yavica's sole discretion - remedy the defect either by i) changing or replacing the infringing services and/or item(s) in order to perform the FSLT or ii) procure the right for SUBSCRIBER to continue using the Product(s) or iii) terminate these FSLT without notice and refund the payment(s) effected pursuant to these FSLT covering the period where the third party claim and or injunction prohibited SUBSCRIBER from using the Product(s).

The remedies set forth above herein Clause 7, including damages, are SUBSCRIBER's sole remedies for the infringement of third party rights.

7.3. Reservations:

The above obligations for Yavica shall be conditional upon SUBSCRIBER providing Yavica with customary and reasonable assistance for the correct processing of the case. Any alterations to the Product(s) performed by any person other than Yavica shall invalidate the above obligations with respect to every part of the Product(s) which has been changed or affected by such an alteration. Furthermore these obligations shall not apply where the infringement claim has arisen out of abuse or incorrect use of the Product(s).

8. Limitation of Liability

8.1. Limitation of Liability:

In no event shall Yavica, irrespective of the circumstances, be liable for lost profits, loss of data, damage to registrations and/or data and/or any form of indirect, specifically documented, incidental or consequential losses or damage, lost goodwill or losses arising out of any other form of business interruption in connection with or as a result of the use of the Product(s) or other software, irrespective of whether or not Yavica has been notified of the possibility of such a loss and irrespective of whether such a loss has been incurred in contract or in tort. SUBSCRIBER shall thus not be entitled to claim, demand or seek compensation from Yavica for any of the above losses based on services supplied in accordance with these FSLT. Yavica's liability shall not in any case exceed an amount equal to the payment(s) effected pursuant to these FSLT in the previous 12 month period. If a 12 month period has not passed then the liability shall not exceed a proportional part of such payment(s) relatively to the actually passed time.



8.2. Force Majeure:

Neither Party shall be liable for damage or loss incurred by the other Party as a direct or indirect consequence of that Party's inability to perform these FSLT due to extraordinary circumstances (force majeure or Acts of God). Acts of God include, but is not limited to, war and mobilisation for war, natural disasters, strikes, lock-out, fire, import and export restrictions, virus attacks or other unforeseen circumstances that the Party could not reasonably have prevented from occurring.

9. Payment and Terms of Payment

9.1. Invoicing:

The Subscription fee is invoiced for twelve (12) months in advance –the "Subscription Period", as from the commencement date. If the FSA is not terminated by SUBSCRIBER in accordance with Clause 10.2, a new subscription period of twelve (12) months will commence at the renewal date (see also Clause 10.3).

9.2. Terms of payment:

Invoices for the Subscription fee fall due for payment within thirty (30) days of the invoice date.

9.3. VAT and duties:

All prices and rates are exclusive of VAT and duties, which will be added at invoicing. Prices are net of any withholding tax applicable in the individual countries that the invoices are issued to. In the event of new or changed duties after Commencement Date of the FSA, prices shall be adjusted so that Yavica's position remains unchanged.

9.4. Number of End users:

The minimum configuration of the Product requires the purchase of 20 Full User licenses and the total number of licensed End Users for the Product must at all times be equal to the number of End Users licensed for Microsoft Dynamics 365.

Yavica is entitled to perform a license audit once every twelve (12) Months to verify that the correct number of End Users have been licensed. This may require that Yavica is given access to the production environment of SUBSCRIBER.

Additional End Users can be licensed at any time. The Subscription fee billed for the additional End Users will be prorated to the renewal date. Reduction in the number of End Users licensed requires a written notice from the SUBSCRIBER to Yavica no less than 60 days prior to the renewal date. Any reduction in the number of End Users will only be included in the Subscription fee for the new subscription period commencing on the renewal date.

10. Commencement, Term and Termination

10.1. Commencement:

The FSLT shall commence upon Yavica's written acceptance of the FSA and shall continue in force unless SUBSCRIBER breaches even one of its obligations pursuant to the provisions of the FSLT.

10.2. Term:

The FSA term is for the Subscription Period (see Clause 9.1) until terminated by a Party with no less than three (3) month's written notice to the expiration of a Subscription Period.

10.3. Automatic renewal:

Where the FSA has not been terminated in accordance with Clause 10.2, above the subscription will automatically be renewed for a further subscription period.

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10.4. Consequences of Breach:

Instances of breach shall entitle Yavica to terminate the FSA and invoke the usual remedies for breach unless the event constituting the breach has been discontinued not later than 10 working days after Yavica posted a written demand to this effect.

10.5. On Termination:

Where the FSA terminates – for whatever reason; SUBSCRIBER shall destroy and/or ensure that all copies of the Product(s), the documentation and any other deliveries under the FSA forthwith is destroyed and confirm to Yavica in writing that this has taken place.

11. Disputes

11.1. Danish Law:

The FSLT shall be subject to Danish law - also excluding the UN-Convention on Contract for the International Sale of Goods (CISG) - and in spite of any local or international choice-of-law rules which would result in the application of foreign law. Unless otherwise stated, the general rules of Danish law shall apply to the relationship as between the Parties. Any dispute arising out of or relating to these FSLT shall be settled before the City Court in Kongens Lyngby, Denmark.