

Service Agreement

Software

Supplier	
Name	Dynaway A/S
Company number	25309103
Address	Alfred Nobles Vej 27, DK-9220 Aalborg Øst
Applicable terms and conditions	
Supplier's provision of the Services to be delivered under this Service Agreement is governed by Supplier's terms and conditions available on http://dynaway.com/legal-information .	

1 Introduction

- 1.1 By entering into this agreement ("Service Agreement") Supplier agrees to provide to Customer the Services specified herein.

2 Definitions

Abbreviations and capitalised terms used in Supplier's terms and conditions, shall have the same meaning in this Service Agreement, unless otherwise especially set out herein.

3 The Services

- 3.1 Supplier agrees to licence the Software to Customer, and to deliver the integrated Services as set out below:

Software (licenced as subscription licence)				
Specification	Dynaway EAM			
Applicable terms	Supplier's Services			
	As further specified in Quote			
Integrated Services			Yes	No
Maintenance	Maintenance is provided as further specified in Appendix D.		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Support	Support is provided as further specified in Appendix D.		<input checked="" type="checkbox"/>	<input type="checkbox"/>

- 3.2 Supplier further agrees to provide accessory Services to Customer, as specified below:

Accessory Services	
Professional Services	Supplier will provide Professional Services if selected by Customer in a quote

4 System requirements

- 4.1 The Software requires one server license subscription for each specific Microsoft Dynamics 365 for Finance and Operations installation the Software is installed and used in connection with.

5 Prices

- 5.1 The prices for the Services are specified in Appendix A.

6 Subscription Term Start and Delivery Date

- 6.1 The subscription term for the Software will start according to agreement between the parties ("Subscription Term Start"), from which the Customer shall pay the recurring fee as specified in Appendix

A.

6.2 The delivery date for the Software is the date from which the Software will be made available to the Customer as set out in Quote.

6.3 Delivery date and Subscription Term Start is simultaneous unless otherwise explicitly agreed in Quote

7 Term and termination

7.1 The Software will be provided for a subscription term of 12 months from Subscription Term Start.

7.2 The subscription will automatically renew at the end of each subscription term for an additional subscription term of the same period, unless either party has terminated this Service Agreement with effect prior to the end of the then-current subscription term.

7.3 Each party is entitled to terminate this Service Agreement for convenience with 3 months prior written notice to the end of a subscription term. Notwithstanding the foregoing, termination for convenience shall not have effect earlier than 36 months after Subscription Term Start.

8 Personal data

Processing personal data	No	Yes
Supplier will during the performance of a Service under this Service Agreement process personal data	<input checked="" type="checkbox"/>	<input type="checkbox"/>

9 Appendices

Appendix	Yes
Appendix A - Prices	<input checked="" type="checkbox"/>
Appendix B - Software	<input checked="" type="checkbox"/>
Appendix C - Hosting (not relevant and not included. Supplier does not offer Hosting services)	<input type="checkbox"/>
Appendix D - Maintenance and Support	<input checked="" type="checkbox"/>
Appendix E - Professional Services	<input checked="" type="checkbox"/>

Appendix A

Charges

1 **General**

1.1 The appendix set out the charges for the Services to be provided under the Service Agreement.

1.2 **Charges for Software**

1.2.1 Customer must from the Subscription Term Start pay the recurring fee in the duration of the term of the Service Agreement for the right to use the Software as listed in quote

1.3 **Charges for Professional Services**

1.3.1 The fee for the Professional Services is set out in the quote

1.4 **Charges for Support and Maintenance**

1.4.1 The fee for the Support Services hereafter referred to as Customer Care Service is set out in the quote if selected by the customer.

1.4.2 Charges for Maintenance is included in the recurring fee for the Software.

1.5 **General terms**

1.6 From the Subscription Start Date, Customer will pay the fees listed in the Quote, including payment for the actual use of consumption-based services.

1.7 Customer's payment of any invoice from time to time, will be considered Customer's acceptance of any changes to the fees or any other charges. Consequently, Customer and Supplier will not enter into a separate supplement to the Service Agreement, due to changes in fees or any other charges for the Software.

Appendix B

Software

1 General

1.1 The appendix gives an exhaustive description of the Software, to be licensed to Customer.

2 The Services

2.1 Software and modules

2.1.1 Supplier will provide the Software as set out in the overview in the quote.

2.2 License structure

2.2.1 Supplier will provide **the license type** as set out in the overview in the quote.

License structure
Company license*
Licens pr. user**
Licens pr. named user**
Server license***
External users
The license can be used by external users**** when working for Customer, without purchasing an additional license.

*) A company license is defined as a license, which can be used by all of Customers employees and other group companies. Notwithstanding the above and unless explicitly agreed between the parties, the license will apply per geographical location. If Customer operates from different geographical locations a license per location is required.

***) A user is defined as person authorized by Customer to use the Software installed on one or multiple servers regardless of whether the user is actively using the Software. A non-human operated device will be counted as a user, if the device has access to the Software.

****) A server license covers use of the Software in connection with one specific Microsoft Dynamics AX or Microsoft Dynamics 365 for operations license/installation. If the Software is used in connection with or shared among different Microsoft Dynamics AX or Microsoft Dynamics 365 for operations installations, multiple server licenses are required. The Customer may make use of multiple copies of the Software for backup, development, and testing purposes, so long as such copies are not used in production and the development is for Customer's internal use only. One server license for each specific Microsoft Dynamics AX or Microsoft Dynamics 365 is required.

*****) Customers external advisors including accountants, lawyers etc.

Appendix D

Maintenance and Support

1 General

1.1 The appendix gives an exhaustive description of the Maintenance and Support Services, to be provided to Customer.

2 The Services

2.1 Maintenance Services

2.1.1 Supplier agrees to provide the Maintenance Services set out below.

Maintenance Service			
Software	Dynaway EAM		
Scope	Maintenance Service covers the process of modifying, updating, correcting faults and improving the performance of the Software after delivery.		
Maintenance Services	Service	Yes	No
	Corrective maintenance: This includes rectifying bugs or errors observed while the Software is in use, or enhancement of the performance of the system.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Adaptive maintenance: This includes modifications and updating when Supplier decides to upgrade the Software to run on new platforms, on new operating systems, or when Supplier need the Software to interface with new hardware and other standard software products included in Suppliers solutions towards the market.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Perfective maintenance: This includes new features that Supplier decide to include in the Software or changes in different types of functionalities of the Software according to the market demands.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Preventive maintenance:	<input checked="" type="checkbox"/>	<input type="checkbox"/>

	<p>This includes modifications and updates, when Supplier decide to do so, to prevent future problems of the Software. The goal is to attend problems, which are not currently significant but may cause serious issues in future.</p>		
Delivery	<p>Maintenance Services shall be performed, and is considered to be delivered, upon Supplier's delivery of patches including updates to Customer.</p> <p>Supplier may deliver the updates by e-mail, designated address for download, online-access or any other way deemed appropriate by Supplier.</p> <p>If the Software is provided as a hosted subscription service, Customer will automatically get access to updates of the Software. If the Software is not delivered as a hosted subscription service Supplier will make updates/new versions available to the Customer, but will not be responsible for the installation.</p>		
Third Party Services	<p>If the Software partly or fully consist of Third Party Services, Supplier will deliver maintenance to the same extent as the third party maintain it's products/services.</p>		
Customer obligation	<p>If Supplier deems it necessary in order to fulfil its obligations under the Service Agreement, Customer will be responsible for updating of Customers third-party software and own IT-environment/external IT-environment used for Customers exploitation of the Software. Any costs related thereto shall be the responsibility of Customer.</p> <p>To the extent Customer is responsible for the implementation of updates/new versions into the Software, Customer shall loyally and without any delay after delivery implement and test updates/new versions.</p>		
Not covered by the Maintenance Services	<p>The below services are not covered by the Service Agreement:</p> <ul style="list-style-type: none"> • New and additional modules with new functionalities etc. related to the Software. • maintenance obligations in respect of any Customer specific adjustments of tailored or customized software provided specifically for Customer. • 2nd Level Application and Technical Support, 3rd Level Application and Technical Support, Governance of Third Party, Monitoring, Analysis, Server IO Test, Patch Advisory, CU Service, Update Environment, Change Management (ITIL), Release and Deployment Management and Documentation for such services. 		

2.2 Support - Customer Care Service

2.2.1 Supplier provides Support to Customer in accordance with the Customer Care plan if chosen by Customer. If chosen, charges will appear in Quote. The Customer Care Services are set out below:

Customer Care Service	
Software	Dynaway EAM
Scope	<p>Supplier will provide Support in the form of a Service Desk in relation to the Software within the scope of the Customer Care plan chosen by Customer.</p> <p>Service Desk shall mean off-site assistance by telephone or remote access (or on-site assistance when agreed separately in writing and if Supplier deems this necessary).</p> <p>Supplier's Service Desk support (1st Level Support) acts as the Single Point of Contact (SPOC) between Customer and Supplier. Supplier's Service Desk handles all incoming Incidents, Problems and Service Requests.</p>
Customer Care Plan	<p>The standard Customer Care Plan is SILVER, unless otherwise stated in the quote. Upgrade to Gold or Platinum is optionable, and chosen plan will appear in Quote.</p> <p>The Customer Care Plans are described here: https://www.dynaway.com/pricing/am/fo</p>

Appendix E

Professional Services

1 Introduction

1.1 The Appendix includes a description of the Professional Services provided by Supplier to Customer.

1.2 The Services

1.2.1 If Customer, when entering into the Service Agreement, has requested Professional Services, including consultancy hours, courses and training in the Solution, this will appear from a Quote.

1.2.2 During the term of the Service Agreement, the parties may enter into a separate agreement on delivery of additional Professional Services, including consultancy hours, courses and training in the Solution.

1.2.3 To the extent where Supplier in connection with the set-up and/or implementation receives data for conversion, a copy of such data will be stored with Supplier for a period of 12 months from the agreement date. After this date, these data will be destroyed without further notice.