

# Terms and Conditions

For Microsoft Dynamics 365 Business Central



**LOGIC**VISION



## **Article 1                    General**

The following appendices form an inseparable part of this Agreement:

*Appendix A: Problem reporting and response times*

*Separate appendices:    NL Digital Terms and Conditions  
                                  Processor's agreement Logic Vision*

## **Article 2                    Order of conditions**

The terms in this Agreement prevail above the general terms of the NL Digital Terms and Conditions. Delivery and/ or other conditions of the Principal do not apply to this Agreement.

## **Article 3                    Definitions**

- 3.1    **Standard Software:** by Microsoft developed business, logistical and financial system, registered under the trademark name Microsoft Dynamics 365 Business Central, consisting the Standard Software and modules, including user documentation, supplied modified versions and the afterwards by Principal/Client bought Microsoft Dynamics 365 Business Central modules from the Provider/Contractor.
- 3.2    **Logic Vision Modules:** standard modules developed by Provider as a supplement on the Standard Software, and, if made available to Principal, thereby belonging user documentation.
- 3.3    **User customization:** hereinafter referred to as tailor-made. For Principal developed and/ or introduced company-specific software as supplement to the Standard Software.
- 3.4    **SLT:** Software License Terms: license terms between Microsoft and Principal.
- 3.5    **Bug:** a reproducible and substantial difference from the specifications set out in the documentation or otherwise agreed, insofar as this is not the result of any incapability or careless use by Principal or any third party.
- 3.6    **Service:** modifications to the software that are deemed necessary to improve the efficiency of the system. The categories of Service:
  - **Corrective service:** modifications to the software resulting from fixing any actual Bug. The functional specifications and the operation of the system remain unchanged by this form of service.
  - **Adaptive service:** modifications to the software that appear necessary as result of any corrective modification to other parts of the system connected with the Bug solving. In principle, the functional specifications and the operation of the system remain unchanged by this form of service.



- **Preventive service:** modifications to the software that appear necessary to help prevent problems arising in the future. This could arise where experience shows that exceptional situations, solved by procedure at this moment, could lead to problems. This could result in minor changes to the software. The functional specifications of the system will be changed by this form of service.
- **Functional service:** modifications to the software desired by Principal due to a revolving need for supportive system functionality. By definition, the functional specifications of the system will change.

#### **Article 4 Scope of Service and maintenance**

4.1 On the basis of this Agreement, Principal is entitled to the following service and maintenance facilities to be provided by Provider:

- To receive updated versions of the purchased Standard Software, Logic Vision Modules and tailor-made software, if and as soon as this software and/ or modules are released for distribution by Microsoft, the distributor of Microsoft Dynamics 365 Business Central in the Netherlands.
- To receive remote support by telephone from the helpdesk for the correct use of the system by at most two key users who are responsible within Principal for first line support.
- To receive services concerning article 3.6 and 4.2 to Standard Software and Logic Vision Modules, with the exception of Functional service. The Functional service will be offered based on subsequent calculation.
- The solving of Bugs within the Standard Software that are beyond the capacity of Provider.
- Provider reserves the right to refer Bugs within the Standard Software to Microsoft.

The following work is not covered by this Agreement, but may be performed on the basis of subsequent calculation:

- All work involved in the implementation and delivery of an upgrade to new versions of the Standard Software, the related tailor-made software and the Logic Vision Modules.
- Restoring lost or damaged data as a result of a Bug.
- Training the staff in using the system.
- Defects that are the result of adjustments made by Principal itself or by any third party engaged by Principal.
- Upgrading work relating to objects and integration with other applications developed by Principal in house or by any third party engaged by Principal. For example, the design modules of Microsoft Dynamics 365 Business Central.
- If changes are required as a result of a disease within the software (e.g. virus, logic bomb, Trojan horse, etc.), regardless of who is responsible for the disease.



- 4.2 If a Bug appears, Principal must notify the Providers helpdesk as soon as possible. After receipt of the report, Provider will contact the Principal, whereupon they will discuss the degree of urgency, the way in which and the time within the remedial work will be performed. This in accordance with the conditions set out in Appendix A.
- 4.3 Provider is not responsible for apps/extensions of third parties in Business Central which are not offered by provider, unless agreed in writing.

#### **Article 5 Engagement of third parties**

Provider reserves the right to engage any third party to accomplish the work without the requirement to consult the client on this.

#### **Article 6 Confidentiality**

- 6.1 Provider acknowledges that the existence and content of the Agreement with Principal, as well as the information (including computer software) which is known in the context of the implementation, is strictly confidential.
- 6.2 Provider undertakes in respect of all data it receives from Principal, in any form or via any data carrier:
- a. To take all reasonable steps to ensure data is safely stored or filed.
  - b. Not to use such data for any other purpose other than the agreed purpose.
  - c. Not to retain data for longer than is reasonably necessary for the performance by Provider of its contractual obligations and to return this data, including any copies thereof, to Principal immediately following full compliance with such obligations or, following permission from Principal, to destroy such data.
  - d. To ensure that the contractual obligations are performed only by employees of Provider and/ or by third parties of whose reliability Provider is reasonably certain.
  - e. To assist in the supervision by or on behalf of Principal in the custody and use of data.
- 6.3 Provider shall also use its best endeavors to ensure that its employees and any third parties it engages, are familiar with and will strictly comply with the above obligations. Provider shall ensure that its employees and any third parties that it engages are bound by contract to confidentiality.

#### **Article 7 Reverse engineering**

- 7.1 "Reverse engineering" means the analysis and processing of the software object code to get through to the software source code.
- 7.2 In the following circumstances, Principal is entitled to carry out reverse engineering itself, or engage a third party to do so:
- a. In case of suspension of payment, bankruptcy or dissolution of the Provider.
  - b. If Provider ceases to comply with its maintenance obligations arising from this Agreement.



- c. If Principal has a genuine interest in retaining use of an old release of the software, which the Provider no longer maintains. In such case, the Principal, must demonstrate it has an interest in continued use of an old release of the software.
- d. If the judgment of a Dutch court states that Provider has failed in its obligations to Principal to such an extent that reverse engineering is thereby justified.

7.3 Reverse engineering may only be carried out by Principal:

- For maintenance operations to the software acquired in this Agreement.
- To figure out the specifications of the interfaces in the software.

7.4 The conditions contained in article 6 are fully applicable, with the proviso that Principal is entitled to engage reliable third parties to carry out software maintenance, also under strict duty of confidentiality.  
Provider maintains its intellectual property rights. Once reverse engineering has been carried out, Principal is only entitled to maintain the software for use within its organization; copyright is not transferred. "Maintenance" in this context means updating and upgrading of the software.

## **Article 8                      The Principals obligations**

- 8.1 Principal shall ensure that the software is used with care and expertise within the functionality in which the software provides. For such purpose, Principal shall ensure that its employees and any others users are provided with adequate instruction.
- 8.2 Principal shall provide Provider free charge with all facilities, information and support as reasonably required by Provider for the performance of the Agreement.
- 8.3 Principal shall provide remote access for the sake of Providers helpdesk. Servicing work carried out on location at the premises of Principal shall be charged on the basis of actual cost.
- 8.4 Principal undertakes not to have any maintenance, repairs or updates carried out by any third party without consultation and written approval by Provider. In such cases Principal will lose all rights under this Agreement.
- 8.5 Principal will designate two persons within its organization to act as intermediaries in all contact with Providers helpdesk.



## APPENDIX A: PROBLEM REPORTING AND RESPONSE TIMES

### Reporting problems/ breakdowns

Problems and/ or breakdowns must be reported in writing, by telephone or by email.

Reports should be sent to:

Logic Vision B.V.  
Attn. Helpdesk  
P.O. Box 95  
3370 AB Hardinxveld-Giessendam  
The Netherlands  
Tel.: +31 184-677588  
Fax: +31 184-677599  
Email: [support@logicvision.nl](mailto:support@logicvision.nl)

### Categories of failure

Failures are defined into the following categories:

Priority 1: extremely urgent	System unusable. No system functionality to support business processes.
Priority 2: urgent	System useable with limitations: certain functions to support important sub-processes are unusable.
Priority 3: non-urgent	System usable, but inconvenience is caused due to the failure of certain non-essential functionality. Business processes can continue with slight inconvenience.
Priority 4: for information purposes	System usable despite detected Bug: the Bug has no direct influence on the functionality of the software.

### Response times

The following are the maximum response times during normal working hours following receipt of the report per failure category:

<u>Category</u>	<u>Response time</u>
Priority 1	within 4 hours
Priority 2	within 4 hours
Priority 3	within 8 hours
Priority 4	within 16 hours

An expert will contact the client within the above maximum response times. In consultation will be agreed by what means and in what time frame recovery will take place.



In case of priority 1 reports, Provider will take immediate steps to assess the status and in close consultation with Principal ensure that an employee is quickly able to attend the premises of Principal to rectify the failure.

**Working hours**

Principal is entitled to receive Service and maintenance during the working hours of Provider, i.e. from Mondays to Fridays between 9 AM and 5 PM (UTC). No work will be carried out during the weekends and on national holidays, only in special circumstances.

**Prices**

All prices are in Euro, excluding VAT. Prices can be revaluated every year and can be adjusted in the meantime.