

Licence Agreement for the End Customer of Localisations for Dynamics NAV and Dynamics 365 Business Central

Under the terms of this Software End User Licence Agreement (hereinafter "**the Agreement**") entered into between **Go2Latam**, S.L., a Spanish company domiciled at C/Nanclares de Oca, 1-B – 28022 Madrid – España and with CIF (Tax ID) B87999827 (hereinafter "**Go2Latam**") and the end customer (hereinafter the "**End Customer**"), **Go2Latam** grants the End Customer a licence to use the Software in the mode and for the number of users stated in the order they have placed (hereinafter the "**Order**") and in accordance with the terms and conditions of this Agreement.

The End Customer is understood to be the legal entity that has placed an Order with a **Go2Latam** partnership (hereinafter the "**Partner**") and which has been accepted by them. This Agreement does not regulate the commercial aspects of their Order and other services but is limited solely and exclusively to the rights and obligations deriving from their status as a licensee.

When placing an order for the Software with their Partner, the End Customer accepts this Agreement and all its terms and conditions and commits to comply with them for the duration of the Licence as well as to require compliance from the end users who use the Software on behalf of the End Customer. An end user (hereinafter the "**End User**") is any of the End Customer's employees identified by name and authorised to use the Software in accordance with the order they have placed.

1. Software. For the purposes of this Agreement Software is understood to be: (i) the financial Localisations for Microsoft Dynamics NAV and Business Central developed by **Go2Latam** for Latin American countries, in all its versions, including the object code of the Software that, if applicable, has been provided; (ii) all written instructions and all documentation related to the Software, especially any descriptions of it, its specifications, any descriptions of the properties or the operation of the Software, any descriptions of the operating environment in which it is used, the instructions for use or installation of the Software or any descriptions of its use (hereinafter the "**Documentation**"); (iii) copies of, repairs of any errors that might arise in, additions to, extensions to and modified versions of, the Software, as well as updates of its components, if any, for which **Go2Latam** has granted a licence under article 3 of this agreement.

The Software comes embedded in the Microsoft Dynamics NAV or Dynamics 365 Business Central ERP with the core of its business model, hereinafter the "**Main Program**") and, consequently, the licensing mode is inseparably linked to the Main Program's form of licensing.

Because of this, the Software is made available to the End Customer in two different modes:

- **ON PREMISE:** for its installation and use in a private instance or stored in some public or private cloud whose usage rights will exclusively be the End Customer's. In the ON PREMISE mode, only the executable object code is provided.
- **SAAS:** for use and access through web browsers with Internet access. No copy of the Software is provided but the end user directly accesses and uses it, through a web browser with Internet access, the Software is stored on **Go2Latam** or third-party servers.

2. Installation (only for ON PREMISE mode). The Software provided by your Partner, or downloaded from the Microsoft AppSource platform over the Internet, needs to be installed and configured. The Software must be installed on a properly configured computer that meets, as a minimum, the requirements specified in the documentation provided by their Partner. The installation method is described in the Documentation. To avoid mistakes, **Go2Latam** recommends that the Software be installed by an authorised Partner.

3. Licence. Provided they have accepted the terms of this Agreement and they have a valid licence or right to use for the Main Program and they comply with all the terms and conditions of this Agreement, **Go2Latam** grants them the following rights (the "**Licence**"):

- **ON PREMISE mode:**

- a) **Installation and use.** The End Customer will have the non-exclusive and non-transferable right to install the Software on the hard drive of a computer or similar medium for the permanent storage of data, to install and store the Software in the memory of a computer system and to implement, store and display the software.
- b) **Provision on the number of licences.** The right to use the Software will be subject to the number of named End Users supplied in the purchase and who have been licensed. The same Licence must not be used simultaneously on more than one computer.
- c) **Duration of the licence.** For ON PREMISE licences, you will be entitled to use the software for an unlimited period of time, provided that the right to use the Main Program is current.

In any event, if the End Customer or its End Users fail to comply with some of the provisions of this Agreement, **Go2Latam** may terminate this Licence without prejudice to any other actions and/or claims that it may have a legal right to.

- **SAAS Mode:** the non-exclusive and non-transferable right that the End Customer's previously registered end users have to access the Software through a web browser and to use it exclusively for the internal use of the End Customer, always using that browser. The duration of the Licence in this case will be limited to the total duration of the Licences and their later renewals set out in the relevant order.

In the event of cancellation of the Licence, the End Customer must cease using the SAAS mode as well as (ON PREMISE mode) removing, destroying or returning (at their own expense) the Software and all backup copies of it to **Go2Latam** or to the place where it was purchased. Upon termination of the Licence, **Go2Latam** will also have the right to void the right of the end user to use the functions of the Software that require connection to **Go2Latam** or third-party servers.

4. Exercise of the rights of the End Customer. The rights of the End Customer must be exercised in person or through the End Users. They only have the right to use the Software for internal use within their organisation, using it to provide services to third parties is strictly forbidden.

5. Restrictions of rights. Copying, distributing, extracting components or creating derivative versions of the Software is strictly forbidden, especially:

- (a) Making copies of the Software other than that necessary for the installation and use of the Software.
- (b) Modifying, translating or reproducing the Software or transferring the rights to use the Software or copies of it in any way not specifically set out in this Agreement.
- (c) Selling, sub-licensing, leasing or renting out the Software, or using it to provide services to third parties.
- (d) Applying reverse engineering techniques, decompiling or disassembling the Software, or attempting to obtain the source code of the Software in any other way, except to the extent that this restriction is explicitly prohibited by law and with the conditions and limitations provided in that event.

The End Customer agrees that they will only use the Software in accordance with the applicable laws of the jurisdiction in which they are located, always considering the provisions of this Agreement as long as it complies with the mandatory provisions applicable in said jurisdiction.

They will only use the Software and its functions in a manner that does not limit the ability of other End Customers to access these services. **Go2Latam** reserves the right to limit the scope of the services provided to individual End Customers, to allow the use of the services by the greatest possible number of End Customers. The limitation of the scope of the services can also mean the complete termination of the ability to use any of the functions of the Software and the deletion of the Data and of the information on the **Go2Latam** or third party servers related to a specific function of the Software.

6. Copyright. The Software and all intellectual property rights that exist in it are the property of **Go2Latam** and are protected by the provisions of international treaties and by all other applicable national laws.

The structure, organisation and code of the Software are also trade secrets and confidential information of **Go2Latam**

All copies that this Agreement allows them to make in their circumstances must include the same copyright and other legal property notices that appear in the Software. If they apply reverse engineering techniques, decompile or disassemble the Software, or otherwise attempt to obtain the source code of the Software, in violation of the provisions of this Agreement, all information thus obtained shall be considered automatically and irrevocably transferred to **Go2Latam** or owned by **Go2Latam** completely from the moment of its origin and without prejudice to any claims and/or compensations that may be instituted by **Go2Latam** in regard to the breach of this Agreement.

7. **Reservation of rights.** By this means, **Go2Latam** reserves all rights to the Software, except for the rights expressly granted under this Agreement.

8. **Versions in several languages, software on dual media, multiple copies.** Should the Software be compatible with several platforms or languages or several copies of the Software have been obtained for whatever reason, they may only use the Software on the number of computer systems and in the versions matching the Licence acquired in their order. Notwithstanding other restrictions set out in this Agreement, selling, leasing, renting, sub-licensing, loaning or transferring any unlicensed version or copy of the Software is strictly forbidden.

9. **Beginning and termination of the Agreement.** This Agreement will enter into force on the date given in the relevant order. In the event of termination of this Agreement or the termination or cancellation of the Licence covered by it, they must, if necessary, uninstall, permanently destroy or return the Software, all backup copies of it and all related materials supplied by **Go2Latam** or its commercial partners, at their own expense. Regardless of the manner of the termination of this Agreement, the provisions of articles 6, 7, 10, 11, 19 and 20 will continue to be applicable for an unlimited time.

10. **END USER STATEMENTS.** AS AN END USER, YOU ACKNOWLEDGE THAT THE SOFTWARE IS PROVIDED "AS IS" WITH NO EXPRESS OR IMPLIED GUARANTEE OF ANY KIND AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. NEITHER **Go2Latam**, ITS LICENSEES, ITS AFFILIATES NOR THE COPYRIGHT HOLDERS MAY MAKE ANY EXPRESS OR IMPLIED GUARANTEE OR REPRESENTATION, INCLUDING, BUT NOT LIMITED TO, THE GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR GUARANTEES THAT THE SOFTWARE WILL NOT INFRINGE ANY PATENTS, INTELLECTUAL PROPERTY RIGHTS, TRADEMARKS OR OTHER RIGHTS. THERE IS NO GUARANTEE FROM **Go2Latam** NOR FROM ANY OTHER PARTY THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE WILL BE CONTINUOUS OR ERROR-FREE. THE END CUSTOMER ACCEPTS ALL RESPONSIBILITY AND RISK FOR THE CHOICE OF THE SOFTWARE TO ACHIEVE ITS DESIRED RESULTS AND FOR THE INSTALLATION, USE AND RESULTS OBTAINED FROM IT.

11. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL **Go2Latam**, ITS EMPLOYEES, OR ITS LICENSEES BE LIABLE FOR LOSS OF PROFITS, REVENUE OR SALES NOR FOR LOSS OF DATA OR COSTS INCURRED TO OBTAIN SUBSTITUTE PRODUCTS OR SERVICES, FOR PROPERTY DAMAGE, PERSONAL INJURY, INTERRUPTION OF BUSINESS, LOSS OF COMMERCIAL INFORMATION OR SPECIAL, DIRECT, INDIRECT, INCIDENTAL, ECONOMIC, HEDGING, CRIMINAL, OR SUCCESSIVE DAMAGE, HOWSOEVER CAUSED, WHETHER ARISING OUT OF A CONTRACT, GRIEVANCE, NEGLIGENCE OR OTHER FACT THAT ESTABLISHES LIABILITY, SUPPORTED BY THE USE OR THE INABILITY TO USE THE SOFTWARE, EVEN IF **Go2Latam**, ITS LICENSEES OR ITS AFFILIATES HAVE BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE CERTAIN COUNTRIES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF LIABILITY, BUT MAY ALLOW THE LIMITATION OF LIABILITY, IN SUCH CASES, THE RESPONSIBILITY OF **Go2Latam**, ITS EMPLOYEES, LICENSEES OR AFFILIATES WILL BE LIMITED TO THE PRICE PAID FOR THE LICENCE.

12. Nothing contained in this Agreement will prejudice the statutory consumer rights of any party if it violates this Agreement.

13. **Technical support.** **Go2Latam** will not directly provide the support service to the End Customer. This will be supplied by the end customer's Official Partner or by third parties authorised by them. For more information about the Technical Service conditions, please consult your Partner.

14. Updates

In SAAS mode, as well as in ON PREMISE mode if the **Business Ready Enhancement Plan** (hereinafter the "**BREP**") has been contracted, and is current, through their Partner, the End Customer will be entitled to updates to the Software published by **Go2Latam** under the conditions provided in this clause.

Go2Latam will use its best efforts to ensure the ongoing development of the Software, including the correction of errors and its updating in order to make it compatible with new versions of the Main Program.

14.1. SAAS Mode: By purchasing a subscription licence to the Software, the cost of the BREP is included in the monthly fee, so they will automatically have access to the relevant updates.

14.2. ON PREMISE mode:

14.2.1. When purchasing an ON-PREMISE licence for the Software, contracting the BREP will be mandatory during the first year (the "**Initial Update Term**"). This will mean an amount equivalent to 20% of the total value of the licence to the retail price.

14.2.2. The Initial Update Term shall be renewed at its end for successive periods of one year unless the End Customer has communicated to their Partner, at least three months in advance, in an authoritative manner, their desire not to renew it.

14.2.3. Should the End Customer decide not to renew the BREP, the End Customer will not be able to increase the number of Licences nor change any additional feature of it.

14.3. In the event that, after a period of not contracting the BREP, the End Customer wishes to contract it again, they must pay the annual instalments covering the period for which it was not contracted.

14.4. The End Customer acknowledges that updates to the Software may not work with the End Customer's hardware, the add-on, third-party Software, or the custom adjustments or modifications.

14.5. The use of the updates is the sole responsibility of the End Customer, and **Go2Latam** cannot be held responsible under any circumstance for any problem or inconvenience that the updates may cause.

15. **Transfer of the Licence or Agreement.** Both the Software and this Agreement as well as any media on which it exists are non-transferable

16. **Verification of the authenticity of the Software.** The End Customer can demonstrate their right to use the Software in any of the following ways: (i) through a licence certificate issued by the **Go2Latam** or by a third party designated by **Go2Latam**; (ii) through a written licence agreement, should such an agreement have been established; (iii) through the presentation of an email sent to **Go2Latam** which includes the details of the Licence.

17. **Notifications.** All notifications, Software and the Documentation being returned must be sent to: contacto@Go2Latam.com.

18. **Applicable legislation.** This Agreement shall be governed by and interpreted in accordance with the laws of Spain. In this Agreement, the End Customer and **Go2Latam** accept that the principles of conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods will not apply. The Parties agree to submit any disagreement or dispute that they assert to the courts and tribunals of the city of Madrid.

19. **General provisions.** If any provision of this Agreement is invalid or inapplicable, it will not affect the validity of the other provisions of the Agreement, which will remain valid and enforceable under the conditions set forth herein. Revisions to this Agreement may only be made in writing and must be signed either by a representative authorised by **Go2Latam** or by a person expressly authorised to act on their behalf as provided by the provisions of a power of attorney.

This Agreement supersedes any prior negotiation, discussion, undertaking, communication or publicity regarding the Software.