



## LLB SOLUTIONS PANAMA LOCALIZATION AGREEMENT FOR DYNAMICS 365 BUSINESS CENTRAL

This LLB Solutions Localization Agreement is entered into between the entity you represent, or, if you do not designate an entity in connection with a Subscription purchase or renewal, you individually (“Customer”), and LL Business Solutions LLC (“LLB Solutions”). It consists of the terms and conditions below, Use Rights, SLA, and all documents referenced within those documents (together, the “agreement”). It is effective on the date that your provisions your Subscription.

### **I. LICENSE GRANTS, RIGHTS AND TERMS:**

All rights granted under this agreement are non-exclusive and non-transferable and apply as long as neither Customer nor any of its Affiliates is in material breach of this agreement.

#### **1. GRANT, RIGHTS AND TERMS:**

1.1. This license agreement, LLB SOLUTIONS LOCALIZATION grants the customer the non-exclusive right to use the localization called LLB SOLUTIONS LOCALIZATION FOR MICROSOFT DYNAMICS 365 BUSINESS CENTRAL standard under a subscription model, under the terms and conditions established in the license agreement for the licensee and are delivered as declared in the contract, with all possible defects in the license agreement for the customer. Licenses available on a subscription basis are temporary.

1.2 The license agreement grants the customer, solely and exclusively, the right to use the extension LLB SOLUTIONS LOCALIZACION for DYNAMICS 365 BUSINESS CENTRAL in the terms established therein and, consequently, the customer does not acquire any other right over the LLB Solutions Extension ECUADORLOCATION FOR DYNAMICS 365 BUSINESS CENTRAL, including, but not limited to, modifying, assigning, marketing, and registering ownership of it.

1.3. LLB Solutions may suspend use of License during Customer’s violation of the Acceptable Use Policy or failure to respond to a claim of alleged infringement. LLB Solutions will give Customer notice before suspending any access to license when reasonable.

1.4. License transfers are not permitted, except that the Customer may transfer licenses to (1) an Affiliate or (2) a merger involving Customer or an Affiliate. Upon such transfer, the Customer and its Affiliates must communicate to LLB Solutions. Nothing in this agreement prohibits the transfer of Software to the extent allowed under applicable law if the distribution right has been exhausted.



1.5. Products are protected by copyright and other intellectual property rights laws and international treaties. LLB Solutions reserves all rights not expressly granted in this agreement. No rights will be granted or implied by waiver or estoppel. Rights to access or use Software on a device do not give Customer any right to implement LLB Solutions patents or other LLB Solutions intellectual property in the device itself or in any other software or devices.

## **2. AUTHORIZE USER SCOPE:**

The right to use the LLB SOLUTIONS PANAMA LOCALIZATION Extension FOR DYNAMICS 365 BUSINESS CENTRAL, which by integrity of the license agreement granted to the customer, authorizes it solely and exclusively to:

2.1. Install the standard LLB SOLUTIONS PANAMA LOCALIZATION FOR DYNAMICS 365 BUSINESS CENTRAL Extension in the customer environments through the TENANT of the online services subscribed by the licensee for MICROSOFT DYNAMICS BUSINESS CENTRAL, available in the cloud and through Azure.

2.2. Install the Extension LLB SOLUTIONS PANAMA LOCATION FOR DYNAMICS 365 BUSINESS CENTRAL only for the acquiring company.

2.3. The Extension LLB SOLUTIONS PANAMA LOCALIZATION FOR DYNAMICS 365 BUSINESS CENTRAL STANDARD may only be used with Microsoft Dynamics 365 BUSINESS CENTRAL Software, owned by Microsoft Corporation, which may autonomously increase license prices. In the event of that occurs, LLB SOLUTIONS will notify the customer and proceed to adjust the prices.

2.4. The LLB SOLUTIONS PANAMA LOCALIZATION Extension FOR DYNAMICS 365 BUSINESS CENTRAL standard will only apply for transactions carried out within the PANAMA territory, it covers most of the current location requirements.

2.5. LLB SOLUTIONS at the request of the client may adapt customizations through independent extensions to the initial product, these extensions will not be part of the standard product and their development will have an additional cost, just like updating, these additional customizations must be done under the applications of Microsoft through additional development (extensions) purchased from the Microsoft AppSource.

2.6. The standard LLB SOLUTIONS PANAMA LOCALIZATION FOR DYNAMICS 365 BUSINESS CENTRAL Extension presents a range of functionalities, under this scope our clients have access to the support service of the standard functionality of the product excluding customizations if any, this support is included in the monthly cost of the subscription while it is valid.

2.7 The objective of this support is the correction of technical incidents and their respective stabilization. The coverage of a requirement can be automated or manual, depending on the scope established by LLB SOLUTIONS for its LLB SOLUTIONS PANAMA LOCALIZATION Extension FOR DYNAMICS 365 BUSINESS CENTRAL, which will not be understood as an incident or lack of functionality of the LLB SOLUTIONS PANAMA LOCALIZATION Extension FOR DYNAMICS 365 BUSINESS CENTRAL regarding the definitions given for the scope.

2.8 The software will be hosted on servers owned by Microsoft and its use is in accordance with the terms established by Microsoft for Online subscription contracts. Service availability is 100% provided by Microsoft Corporation.

2.9 There is a minimum number of localization licenses 10 (ten) per tenant/month. Localization licenses are tied to named users if customer have more than 10 users it will be charge user/month.



2.9.1 Localization licensing will begin when the localization is installed.

2.10 Localization implementation cost covers up to 2 companies per localization, the third will have an additional cost.

### **3. LIMITATION OF LIABILITY:**

3.1. The LLB SOLUTIONS PANAMA LOCALIZATION Extension FOR DYNAMICS 365 BUSINESS CENTRAL cannot be used with software other than Microsoft Dynamics 365 BUSINESS CENTRAL

3.2. The LLB SOLUTIONS ECUADOR LOCALIZATION Extension FOR DYNAMICS 365 BUSINESS CENTRAL may not be used by persons other than the Licensee, it will be exclusive to the acquiring company.

3.3. The LLB SOLUTIONS PANAMA LOCALIZATION Extension FOR DYNAMICS 365 BUSINESS CENTRAL may not be transferred to persons other than Licensee.

3.4. The LLB SOLUTIONS PANAMA LOCALIZATION Extension FOR DYNAMICS 365 BUSINESS CENTRAL may not be used by users who are not authorized by the Licensee.

3.5. It is prohibited to make copies of the Extension LLB SOLUTIONS PANAMA LOCALIZATION FOR DYNAMICS 365 BUSINESS CENTRAL always maintaining and containing all the information related to copyright and copyright and other information related to its property and that is contained in the original that is delivered to the Licensee.

3.6. It is prohibited to compile, link, or combine the LLB SOLUTIONS PANAMA LOCALIZATION FOR DYNAMICS 365 BUSINESS CENTRAL with software other than Microsoft Dynamics 365 Business Central Software, even if such software is owned by Licensee.

3.7. It is forbidden to modify, rent, lend, sublicense, distribute or in any way allow third parties other than the licensee, the use of the Extension LLB SOLUTIONS PANAMA LOCALIZATION FOR DYNAMICS 365 BUSINESS CENTRAL.

3.8. Disassembling or attempting to obtain the source code of The LLB SOLUTIONS PANAMA LOCALIZATION Extension FOR DYNAMICS 365 BUSINESS CENTRAL, as well as deciphering, modifying, or creating derivative works of these products is prohibited.

3.9. Any attempt to carry out the operations provided for in this clause 3 constitutes a violation of the rights of LLB SOLUTIONS.



#### **4. TERMINATION AND BREACH OF CONTRACT:**

4.1. This contract will terminate due to breach by the customer or LLB SOLUTIONS of its obligations established in this contract, provided that said breach is not remedied within thirty (30) calendar days, following the date on which the affected party notifies the other the existence of such non-compliance and describe it clearly and in detail.

4.2. This contract will terminate immediately in the event of breach by THE customer of clause 3 of this Contract.

4.3 The responsibility of LLB SOLUTIONS derives from the breach of any of its obligations under this contract, including, but not limited to those related to representations and guarantees regarding intellectual property.

4.4. Annual subscription with monthly payment in advance: An annual subscription contract can be paid in monthly installments, the subscription contract will be automatically renewed each year, in case of non-renewal the client must notify 30 days before the expiration date.

4.5 Annual subscription with advance payment: If the lessee decides to terminate the annual subscription that he paid in advance within the validity period, LLB SOLUTIONS will not reimburse the value that was paid to him in the acquisition of the Subscription or in its renewal.

4.6. In the event of the termination of the contract, LLB SOLUTIONS suspends the use of the license on the cut-off date and the customer will have 90 days to extract the information. The customer is responsible for extracting the data before suspending the licenses.

4.7. This agreement will remain in effect until the expiration or termination of Customer's Subscription, whichever is earliest. The customer may terminate this agreement at any time by contacting LLB Solutions. The expiration or termination of this agreement will only terminate the Customer's right to place new orders for additional Products under this agreement.

4.8. If either party breaches this Agreement, the other party may terminate the breached agreement (in whole or in part, including orders) upon notice. If the breach is curable within 30 days, then the terminating party must provide 30 days' notice to the breaching party and an opportunity to cure the breach.

4.9. License control is done entirely by LLB Solutions. The customer must provide a list of users who will have access to localization licenses, the user who is not on the list will not have access to the localization licenses. Each license user of Microsoft Dynamics 365 Business Central must be assigned a localization license.