



TERMS OF USE LICENSES LLB SOLUTIONS LOCALIZATION LATAM FOR DYNAMICS 365 BUSINESS CENTRAL

This LLB Solutions Localization Licensing Terms of Use Agreement is entered into between the entity you represent in connection with the purchase or renewal of a Subscription, you individually ("Customer") and LL Business Solutions LLC ("LLB Solutions"). You agree to the terms and conditions below, Use Rights, SLAs, and all documents referenced in those documents ("Agreement"). It is effective on the date you provision your Subscription.

By subscribing to or using our extension, you agree to the terms and conditions described herein.

I. LICENSE GRANTS, RIGHTS, AND LICENSE

All rights granted under this agreement are non-exclusive and non-transferable and apply as long as neither the Customer or any of its Affiliates materially breach this agreement.

1. GRANTING RIGHTS AND CONDITIONS:

1.1. This license agreement, LLB SOLUTIONS grants the customer the non-exclusive right to use the Localization called LLB SOLUTIONS LOCALIZATION LATAM FOR 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 stated in the contract, with all its possible defects and so accepted by 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 LLB SOLUTIONS LOCALIZATION LATAM EXTENSION FOR DYNAMICS 365 BUSINESS CENTRAL under the terms established therein and, consequently, the customer does not acquire any other rights over the LLB SOLUTIONS LOCALIZATION LATAM Extension for DYNAMICS 365 BUSINESS CENTRAL, including, but not limited to, modifying, assigning, marketing and registering ownership of the same.

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

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

1.5. The 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 shall be granted or implied by waiver or estoppel. Rights to access or use Software on a device do not



give the 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 LOCALIZATION LATAM Extension for DYNAMICS 365 BUSINESS CENTRAL, which by virtue of the license agreement granted to the lessee, authorizes you solely and exclusively to:

2.1. The LLB SOLUTIONS LATAM LOCALIZATION Localization for DYNAMICS 365 BUSINESS CENTRAL is an extension that covers the localization of 16 countries (Argentina, Chile, Colombia, Costa Rica, Ecuador, El Salvador, Guatemala, Honduras, Mexico, Nicaragua, Panama, Paraguay, Peru, Puerto Rico, Dominican Republic, Uruguay) and will only be enabled to the localization-company-country acquired.

2.2. Install the standard LLB SOLUTIONS LOCALIZATION LATAM EXTENSION FOR DYNAMICS 365 BUSINESS CENTRAL in the leased environments through the TENANT of the online services subscribed by the licensee for MICROSOFT DYNAMICS BUSINESS CENTRAL, available in the cloud and through Azure.

2.3. Install the LLB SOLUTIONS LATAM LOCALIZATION EXTENSION FOR DYNAMICS 365 BUSINESS CENTRAL only for the acquiring company **and countries**.

2.4. The LLB SOLUTIONS LOCALIZATION LATAM EXTENSION for DYNAMICS 365 BUSINESS CENTRAL standard can only be used with the Microsoft Dynamics 365 BUSINESS CENTRAL Software, owned by Microsoft Corporación which may autonomously increase the license prices, in the event that this occurs LLB SOLUTIONS will notify the customer and will proceed to adjust the prices.

2.5. The standard LLB SOLUTIONS LATAM DYNAMICS 365 BUSINESS CENTRAL Extension will only apply to transactions made within the territory **acquired** within the LATAM localization model and covers most of the requirements of the current **localizations**.

2.6. The LLB SOLUTIONS LOCALIZATION LATAM DYNAMICS 365 BUSINESS CENTRAL Extension is composed of Base Localization (Appsource Extension), Electronic Invoicing Extension which is a PTE (Per-Tenant Extension), and Tax Reporting Extension which is a PTE (Per-Tenant Extension). The proper functioning of the LOCALIZATION depends on these three extensions described.

2.7. LLB SOLUTIONS shall periodically have access to the customer's tenant to update the extensions in their PTE mode, lack of access to the tenant may cause loss of localization functionality, localization updates and Dynamics 365 Business Central.

2.8. 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, as well as the update will be made, these additional customizations must be made under Microsoft applications through additional development (extensions) purchased in the Microsoft AppSource.

2.9. The LLB SOLUTIONS LATAM LOCALIZATION EXTENSION FOR DYNAMICS 365 BUSINESS CENTRAL standard presents a scope of functionalities, under this scope our customers 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.

2.10. 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 LOCALIZATION LATAM EXTENSION FOR DYNAMICS 365 BUSINESS CENTRAL, which will not be understood as an incident or lack of functionality of the LLB SOLUTIONS LOCALIZATION LATAM EXTENSION FOR DYNAMICS 365 BUSINESS CENTRAL in terms of the definitions given for the scope.

2.11. The Software will be hosted on servers owned by Microsoft and its use is aligned with the terms established by Microsoft for Online subscription agreements. Service availability is 100% handled by Microsoft Corporation.

2.12. There is a minimum number of localization licenses- country of 10 (ten), localization-country licenses purchased/month applies for Premium and Essentials licenses. Localization licenses are tied to users named by LOCALIZATION-country purchased (Premium, Essentials, Device). From the tenth license, the LOCALIZATION-country acquired user/month will begin to be charged.

2.13. LATAM localization licensing will begin to be charged from the time the localization extension is installed and will be done per LOCALIZATION-country acquired.

2.14. The license is charged annually per LOCALIZATION-country acquired.

2.15. Super access in Dynamics 365 Business Central and Application Administrator and Application Developer permissions in Azure are required.

2.16. LLB LOCALIZATIONS are NOT compatible with other LOCALIZATIONS in the same production environment.

3. RESTRICTIONS AND PROHIBITIONS:

3.1. The LLB SOLUTIONS LATAM LOCALIZATION EXTENSION FOR DYNAMICS 365 BUSINESS CENTRAL may not be used with software other than Microsoft Dynamics 365 BUSINESS CENTRAL

3.2. The LLB SOLUTIONS LOCALIZATION LATAM 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 LOCALIZATION LATAM EXTENSION FOR DYNAMICS 365 BUSINESS CENTRAL may not be transferred to persons other than Licensee.

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

3.5. It is forbidden to make copies of the LLB SOLUTIONS LOCALIZATION LATAM EXTENSION FOR DYNAMICS 365 BUSINESS CENTRAL, always maintaining and containing all information relating to copyright and other information relating to its ownership and that is contained in the original that is delivered to the Licensee.

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

3.8. It is forbidden to disassemble or attempt to obtain the source code of the LLB SOLUTIONS LOCALIZATION LATAM EXTENSION FOR DYNAMICS 365 BUSINESS CENTRAL, as well as to decipher, modify or create derivative works of these products.

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. BREACHES AND TERMINATION:

4.1. This Agreement shall terminate upon breach by the Lessee or LLB SOLUTIONS of its obligations under this Agreement provided that such breach is not remedied within thirty (30) calendar days following the date on which the affected party notifies the other party of the existence of such breach and describes it in a clear and detailed manner.

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 payment in advance: The subscription contract will be automatically renewed every year; in case of non-renewal the customer must notify 30 days in advance of the expiration date.

4.5 Annual subscription: If the customer decides to terminate the annual subscription that was paid in advance within the period of validity, LLB SOLUTIONS will not refund the amount that was paid to him in the purchase 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. In the event of license suspension due to contract termination or non-payment of the license, an additional fee will be charged for installing or reactivating the localization.

4.8. The terms of use for LLB Solutions LATAM Localization License for Dynamics 365 Business Central are subject to periodic changes and may be modified without prior notice.

4.9. 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.

4.10. 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.

4.11. License control is done entirely by LLB Solutions. The customer must provide a list of users by LOCALIZATION-country **acquired** in the LATAM LOCALIZATION, the user who is not in the list will not have access to the LOCALIZATION-country acquired in the LATAM model. Each user with a Microsoft Dynamics 365 Business Central license must be assigned a localization license per LOCALIZATION-country purchased in the LLB SOLUTIONS LOCALIZATION LATAM FOR DYNAMICS 365 BUSINESS CENTRAL.