



TERMS OF USE LICENSES LLB SOLUTIONS LATAM LOCALIZATION 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 whenever the Customer or any of its Affiliates materially breach this agreement.

1. GRANTING RIGHTS AND CONDITIONS:

1.1. By virtue of the license agreement, LLB SOLUTIONS grants the lessee the non-exclusive right to use the Localization called LLB SOLUTIONS LATAM LOCALIZATION FOR DYNAMICS 365 BUSINESS CENTRAL standard under the subscription model, under the terms and conditions established in the license agreement for the licensee and delivered as stated in the contract, with all its possible defects and so accepted by the lessee.

1.2. The license agreement grants the Lessee, solely and exclusively, the right to use the LLB SOLUTIONS LATAM LOCALIZATION EXTENSION FOR DYNAMICS 365 BUSINESS CENTRAL under the terms established therein and, consequently, the Lessee does not acquire any other rights over the LLB SOLUTIONS LATAM LOCALIZATION 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.

The rights to access or use the Software on a device do not grant Customer any right to implement LLB Solutions' patents or other LLB Solutions intellectual property on the device itself or on any other software or device.

2. SCOPE OF AUTHORIZED USE:

The right to use the LLB SOLUTIONS LATAM LOCALIZATION EXTENSION FOR DYNAMICS 365 BUSINESS CENTRAL, which by virtue of the license agreement granted to the lessee, authorizes the tenant solely and exclusively to:

2.1. The LOCALIZATION of LLB SOLUTIONS LATAM LOCALIZATION EXTENSION 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-country countries acquired.

2.2. Install the standard LLB SOLUTIONS LATAM LOCALIZATION EXTENSION FOR DYNAMICS 365 BUSINESS CENTRAL in the tenancy 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 LATAM LOCALIZATION EXTENSION FOR DYNAMICS 365 BUSINESS CENTRAL standard may only be used with the Microsoft Dynamics 365 BUSINESS CENTRAL Software, owned by Microsoft Corporation, which may autonomously increase the prices of licenses, in the event that this occurs, LLB SOLUTIONS will notify the Lessee and will proceed to adjust the prices.

2.5. The standard LLB SOLUTIONS LATAM FOR 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 FOR DYNAMICS 365 BUSINESS CENTRAL Extension is composed of LOCALIZATION Base (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 the 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 includes a set of predefined standard functionalities. The support service associated with this extension covers exclusively the operation and updates of the product (updates to the localization of Dynamics 365 Business Central versions), and tax updates. This support does not include end-user support, customizations, custom developments, or specific adaptations. The support described above is included in the annual cost of the subscription, as long as it is current and up to date with its payments.

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 LATAM LOCALIZATION EXTENSION FOR DYNAMICS 365 BUSINESS CENTRAL, which will not be understood as an incident or lack of functionality of the LLB SOLUTIONS LATAM LOCALIZATION 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 of 10 (ten) localization licenses, Purchased Country/month applies for Premium and Essentials licenses. Localization licenses are tied to users named by location-Country purchased (Premium, Essentials, Device). From the tenth license, the location-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 location-Country acquired.

2.14. The license is charged annually per location-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 locations are NOT compatible with other locations 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 LATAM 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 LATAM LOCALIZATION EXTENSION FOR DYNAMICS 365 BUSINESS CENTRAL may not be transferred to persons other than Licensee.

3.4. The LLB SOLUTIONS LATAM LOCALIZATION 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 LATAM LOCALIZATION 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 prohibited to compile, link or combine the LLB SOLUTIONS LATAM LOCALIZATION 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 LATAM LOCALIZATION EXTENSION FOR DYNAMICS 365 BUSINESS CENTRAL.

3.8. It is forbidden to disassemble or attempt to obtain the source code of the LLB SOLUTIONS LATAM LOCALIZATION 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 Agreement shall terminate immediately in the event of the Lessee's breach of clause 3 of this Agreement.

4.3 The liability of LLB SOLUTIONS arising from the breach of any of its obligations under this contract, including, but not limited to, those relating to representations and warranties in matters of intellectual property.

4.4. Annual subscription: 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 with payment in advance: If the renter decides to terminate the annual subscription that he paid in advance within the term of validity, LLB SOLUTIONS will not make a refund of the amount that was paid to him in the purchase of the Subscription or in its renewal.

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

4.7. In the event of suspension of the license due to termination of the contract or non-payment of the license, there will be an additional charge for installing or reactivating the location.

4.8. The licensing terms of the LLB SOLUTIONS LATAM LOCALIZATION EXTENSION FOR DYNAMICS 365 BUSINESS CENTRAL are subject to change from time to time and may be modified without notice.

4.9. This agreement shall remain in force until the expiration or termination of the Customer's Subscription, whichever occurs first. 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 remediable 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 location-country acquired in the LATAM location, the user who is not in the list will not have access to the location-country acquired in the LATAM model. Each Microsoft Dynamics 365 Business Central licensed user must be assigned a localization license per country-LOCALIZATION purchased in the LLB SOLUTIONS LATAM LOCALIZATION FOR DYNAMICS 365 BUSINESS CENTRAL.