



Upgrade Subscription

ERP Program name: _____
License name for Dynamics AX or NAV ERP-system

ERP Serial no.: _____
License serial number for Dynamics AX or NAV ERP-system

Between

Name of Licensee: _____

Address: _____

Contact name: _____

Contact e-mail: _____

Telephone: _____

Fax: _____

And

Intoint ApS
Corp ID no. 26 30 94 17
Hvedevangen 13
DK-3400 Hillerød

1. Definitions

1.1. The Program

1.2. This Upgrade Subscription covers the Program(s) provided by Intoint,in respect of which a Program Licence Agreement has been concluded between the parties.

1.3. Licensee

Licensee is defined as the legal entity or undertaking that acquires the right of use to the program(s) provided by Intoint according to the Program Licence Agreement.

1.4. Licensor

Intoint A/S, Corp ID no. 26 30 94 17, with subsidiaries.

2. Contents

2.1. The Upgrade Subscription gives the Licensee access to all Program modifications, improvements and updates released by Intoint.

2.2. The modifications, improvements and updates released by Intoint reflect all the Licensee's general requirements that Intoint has chosen to fulfil.

2.3. Intoint shall decide when and in which way upgrades are released. Intoint will, if possible, ensure that new upgrades are available to the Licensee via Intoint's website.

2.4. Any Program modifications undertaken by the Licensee shall not be covered by the Upgrade Subscription and Intoint can therefore not guarantee that such modifications will function in upgraded versions.

3. Fees and payment

3.1. The fee shall constitute a percentage of the recommended retail price for the licences included in the Program, to which the Licensee has acquired the right of use.

3.2. If the number of users is increased in the Program Licence Agreement the corresponding fee will be updated in this agreement.

3.3. The current percentage and retail prices are shown in the pricelist in force at any time, which is available on Intoint's website.

3.4. Intoint decides whether invoicing is to be effected by the reseller or directly by Intoint.

4. Rights

4.1. The upgrades received by the Licensee shall be covered by the original Program Licence Agreement.

5. Duration of Upgrade Subscription

5.1. Upon commencement of the Upgrade Subscription Agreement, the fee shall be invoiced in advance to the end of the year in which the Agreement is concluded. The fee for the first year shall be adjusted proportionally so that the invoice only includes the number of remaining months of the relevant year.

5.2. At the end of a calendar year, the fee shall be invoiced in advance for the following 12-month period.

5.3. The Upgrade Subscription shall be effective for the period for which the Licensee has paid the Upgrade Subscription.

5.4. The Upgrade Subscription shall be terminated at not less than 3 months' notice with effect from the end of a 12-month period.

5.5. Upon termination of the Upgrade Subscription, the Licensee shall not be entitled to repayment of fees already paid.

5.6. The Upgrade Subscription shall enter into force upon signing and subsequent return of this document to Intoint.

5.7. If the percentage applicable to the Upgrade Subscription or the recommended retail price for the Program is changed the Licensee shall be entitled to terminate the Upgrade Subscription Agreement with effect from the date on which the percentage and/or recommended retail price was changed.

6. Settlement of disputes

6.1. This Upgrade Subscription shall be governed by Danish law.

6.2. Any dispute between the parties arising out of this Upgrade Subscription shall be settled by the Maritime and Commercial Court of Copenhagen.

Signature Intoint

Signature Licensee

Date

Signature

Date

Signature

Name of signatory

Name of signatory

Company stamp