

End User License Agreement

This Agreement governs the installation and use of the BC2SQL software. Please read it carefully.

1. Acceptance of Terms

By installing, accessing or using the BC2SQL software ("Software"), the end user ("Customer") agrees to be bound by the terms of this End User License Agreement ("Agreement").

If the Customer does not agree to the terms of this Agreement, the Software must not be installed or used.

2. Definitions

For the purpose of this Agreement:

Licensor means BC2SQL ApS.

Software means the BC2SQL application, including any updates, patches or related documentation.

Production Environment means a Microsoft Dynamics 365 Business Central environment used for operational business purposes.

Reseller means an authorized partner permitted by Licensor to distribute the Software.

3. License Grant

Licensor grants the Customer a limited, non-exclusive, non-transferable, non-sublicensable and time-limited license to install and use the Software.

The license applies only to the number of Production Environments purchased by the Customer through an authorized Reseller or Licensor.

The Software may not be shared, redistributed or used across multiple environments unless explicitly permitted by Licensor.

4. License Monitoring and Logging

The Software may collect and automatically transmit technical logs, telemetry and operational data to Licensor for the purposes of:

- license verification and license management
- troubleshooting and support
- improvement and further development of the Software.

The collected information may include technical system identifiers such as installation ID, customer ID, tenant ID, product version and other system-related technical information.

Such information is used solely for technical and operational purposes and does not intentionally include personal data or business data exported from Microsoft Dynamics 365 Business Central through the use of the Software.

The Customer acknowledges and accepts that such logging is a necessary condition for the operation and licensing of the Software.

5. Permitted Use

The Software may only be used:

- in accordance with its intended purpose
- in accordance with applicable documentation
- in compliance with applicable laws and regulations.

The Customer is responsible for ensuring that the Software is used in accordance with all applicable legal and regulatory requirements.

6. Restrictions

The Customer shall not:

- copy or reproduce the Software except as required for normal use
- modify, adapt or create derivative works of the Software
- reverse engineer, decompile or attempt to access the source code
- distribute, sublicense, rent or lease the Software to third parties.

7. Intellectual Property

All intellectual property rights related to the Software remain the exclusive property of Licensor.

This includes but is not limited to:

- source code
- algorithms
- design
- trademarks
- documentation
- technical know-how.

No ownership rights are transferred to the Customer under this Agreement.

8. Data Protection

The Software operates within the Customer's own infrastructure and exports data to databases controlled by the Customer.

Licensor does not access, store or process the Customer's business data exported through the Software.

The Customer remains the data controller for any personal data processed using the Software.

Where required under applicable data protection laws, the Customer is responsible for ensuring that appropriate data protection agreements are established with relevant third parties.

9. Third Party Platforms

The Software relies on third-party platforms including, but not limited to:

- Microsoft Dynamics 365 Business Central
- Microsoft APIs
- database technologies.

Licensor is not responsible for changes, limitations or disruptions caused by such third-party systems.

10. Updates and Maintenance

Licensor may, at its sole discretion, provide updates or improvements to the Software.

Updates may be subject to additional fees.

Licensor does not guarantee that updates will be provided at any specific frequency.

Certain updates may be required to maintain compatibility with third-party platforms.

11. Disclaimer of Warranties

The Software is provided "as is" and "as available".

Licensor makes no warranties, whether express or implied, including but not limited to:

- merchantability
- fitness for a particular purpose
- uninterrupted operation
- compatibility with specific technical environments.

The Customer assumes all risks related to the use of the Software.

12. Limitation of Liability

To the maximum extent permitted by law, Licensor shall not be liable for:

- indirect damages
- loss of profits
- loss of data
- loss of business opportunities
- system downtime.

Licensor's total liability under this Agreement shall not exceed the amount paid by the Customer for the Software during the twelve (12) months preceding the claim.

13. Term and Termination

This Agreement remains in effect as long as the Customer maintains a valid license for the Software.

Licensor may terminate the license if the Customer breaches any material terms of this Agreement.

Upon termination the Customer must immediately:

- cease use of the Software
- uninstall all copies of the Software.

14. Export Control

The Customer agrees not to export or use the Software in violation of applicable export control laws or sanctions regulations.

15. Force Majeure

Licensor shall not be liable for failure or delay in performance caused by circumstances beyond reasonable control, including but not limited to:

- failure of third-party services
- changes to Microsoft platforms
- network disruptions
- regulatory changes.

16. Governing Law and Jurisdiction

This Agreement shall be governed by the laws of Denmark.

Any dispute arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the Court of Hillerød, Denmark.

Licensor

Website: bc2sql.com

BC2SQL ApS
CVR: 42781398
Eberlinsvej 9
3400 Hillerød, Denmark