



Upgrade Agreement (HOSTING)

Extent

This agreement is an Upgrade Agreement for Hosting between the parties JMA A/S and the Customer. JMA A/S will deliver services in accordance with the terms and conditions as specified below:

- upgraded, standard versions of Microsoft Dynamics NAV® Software, licensed and owned by JMA A/S - hereinafter "Microsoft Dynamics NAV® Standard Software" as well as upgraded versions of DSM, which relate to and are integrated with Microsoft Dynamics NAV® Standard Software and assigned to the Customer (hereinafter "Other Software")
- an annual fee is to be paid - see section "Upgrade Fee"
- development of the DSM is demanded and prioritized by a majority of the Customers

This Agreement requires that the Customer has:

- a valid and applicable license agreement with Microsoft including the Microsoft Dynamics NAV® Standard Software
- valid, in force and sufficient license to the latest version of Microsoft Dynamics NAV® Standard Software and valid, in force and sufficient license for Other Software and Adjustments

The Customer is only entitled to make and receive upgraded versions and parts of Microsoft Dynamics NAV® solution to the extent that the Customer has valid, in force and sufficient license to this.

Upgrades made by JMA A/S

In accordance with this Upgrade Agreement JMA A/S will provide all upgrades of the Microsoft Dynamics NAV® Standard Software and Other Software relating to the Microsoft Dynamics NAV® solution, which the Customer is licensed to in accordance with the applicable license agreement.

The upgrade of the Microsoft Dynamics NAV® solution includes enhancements in the Microsoft Dynamics NAV® Standard Software and Other Software as JMA A/S and its subcontractors consider appropriate and / or required, including updates that

- are due to changes in legislation og business practices
- are to make Microsoft Dynamics NAV® solution up-to-date with technological advances in general as well as general demands from Customers, or that otherwise seem necessary by JMA A/S or its subcontractors.

JMA A/S and its subcontractors will try to meet and take into account the general wishes from Customers, but JMA A/S and its subcontractors decide single-handedly:

- the extent of the upgrades
- when and how such upgrades are placed on the market and
- which hardware or software platforms as well as configurations such upgraded versions will be designed for

The upgrades of the Microsoft Dynamics NAV® solution will be delivered as they are, and exist in the same way as any other software generally provided by JMA A/S to the Customer. JMA A/S will automatically install these upgrades after prior warnings to the Customer.

Conversion, training, changes, etc.

Conversion of data, training and other individual or specific changes and additions as well as amendments to upgraded versions of the Microsoft Dynamics NAV® solution will be invoiced to the Customer on an hourly basis according to JMA A/S's current rates for such services.

Errors in programs

JMA A/S is in terms with the agreement entitled and obliged to rectify defects, which may be identified in the Software.

Only JMA A/S can determine how and when fixes will be made. However, significant errors, which will lead to downtime, will require immediate attention.

Not included in the upgrade

This Agreement does not include upgraded versions of the user documentation or other equivalent material. The Customer may choose to buy such material in accordance with the current price list from JMA A/S.

All new parts to the Microsoft Dynamics NAV® solution and new software products that are not covered by the license agreements are not included in this Agreement and the upgrading included in the Agreement. The Customer may purchase licenses and upgrades for such parts or new software products according to the current price list from JMA A/S.

Upgrade fee

The Customer is required to pay the upgrade charge in advance for one year at a time.

The annual upgrade fee is 16% of the value calculated from the total amount that the Customer has paid for the Microsoft Dynamics NAV® solution during the period from the original installation until the date of this Agreement. If the Customer, when purchasing the system or parts of the system, has achieved special promotional discounts, these will NOT be taking into account when calculating the annual upgrade fee.

The upgrade fee may be changed by JMA A/S within a 3 months' notice for a due date. Tax increases in the expansion of the package will not be alerted, but are automatically regulated.

In case the Customer extends his licenses for the Microsoft Dynamics NAV® solution during a period, the upgrade fee will be adjusted accordingly for the remainder of this period. For this Agreement to enter into force requires the Customer to have paid all relevant upgrade charges, including upgrade charges for the widening of Customer licenses for the Microsoft Dynamics NAV® solution.

The upgrade fee will not be refunded (except in case of justified termination as a result of JMA A/S's material breach of the Agreement), even if this Agreement is terminated during the first or subsequent periods which have already been paid for.

User-driven system developments

In order to ensure continuous development of the DSM system in accordance with the wishes and needs that arise in the market, JMA A/S receives regular system requirements from the Customers on a "need to have" or "nice to have" basis.

To meet these desires the Customers will be charged an annual fee for the handling of a business development system pool.

The performance index is adjusted annually and must be paid quarterly.

Duration, renewal and termination

The agreement runs from the effective date indicated on the first page of this Agreement.

The agreement is renewed automatically for a period of six months starting from the end of a quarter from 1 January, 1 April, 1 July or 1 October.

The agreement continues for another six months, unless terminated by either party in writing with a six months' notice before start of a new quarter.

This Agreement will terminate automatically if one or more of the relevant license agreements for Microsoft Dynamics NAV® standard software and Other Software is terminated.

Each party is entitled to terminate the Agreement without notice if the other party causes material breach of the Agreement and if that party has not remedied the conditions within thirty (30) days after receipt of written notice containing a description of the circumstances giving rise to an alleged breach.

Regardless of the above mentioned the Agreement is interminable during the first year after the effective date.