Tenging

End User License Agreement (EULA)

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1 Definitions

For the purposes of this End User License Agreement (EULA), the following terms shall have the meanings set forth below:

- “Agreement” or “EULA” refers to this End User License Agreement, including all terms, conditions, and amendments.
- “Licensor” refers to Tenging verslunarlausnir ehf., including its subsidiaries, agents, successors, and assigns.
- “Licensee” refers to the individual or entity that obtains a license to use the Software under this Agreement.
- “You” refers to the Licensee, whether an individual or a legal entity, including its employees, contractors, or agents who are authorized to use the Software under this Agreement.
- “Software” refers to the computer programs, modules, extensions, and associated documentation provided by the Licensor for use with Microsoft Dynamics 365 Business Central, including any updates, patches, or modifications supplied by the Licensor.
- “System” refers to the Licensee's hardware, including servers, desktops, laptops, or any other computing environment on which the Software is installed or used.
- “Use” means to load, install, execute, access, or display the Software for the purpose of processing data or performing permitted functions.
- “Copy” means the act of duplicating the Software in any form, whether physical or digital, including backup, archival, or operational replication, whether permanent or temporary, and whether authorized or unauthorized.
- “License Fee” refers to the monetary compensation payable by the Licensee to the Licensor in exchange for the use of the Software under the terms of this Agreement.
- “Force Majeure” refers to any event beyond the reasonable control of the affected party that prevents or delays performance of its obligations under this Agreement.

2 The License

Tenging verslunarlausnir ehf. (the "Licensor"), including its subsidiaries, agents, successors, and assigns, is authorized to license the software and extensions for Business Central (collectively, the "Software") included in this package.

By opening the sealed package or by clicking "NEXT" on the Software License Page during installation, you agree to a non-exclusive, non-transferable license to:

- (a) Load, install, and use the Software contained in this package;
- (b) Use the Software in accordance with this License Agreement;
- (c) Receive notifications of upgraded versions of the Software, subject to an additional fee, if applicable.

3 Acceptance of this Agreement:

The terms and conditions of this Agreement are accepted:

- By the Licensor, upon dispatch or delivery of the Software package to you or your authorized agent;
- By you, upon activation of the Software through the installation process.

4 Use of the Software

"Use" includes:

- Copying, transmitting, or loading the Software into temporary or permanent memory of the System for processing;
- Making up to two backup copies for lawful purposes, unless additional copies are permitted by law or with prior written consent;
- Storing the Software on the System or other authorized storage units;
- Using any instructional or operational manuals accompanying the Software.

The Software may also be used on a portable or home computer, provided the primary user is you or an authorized employee.

5 License Fee

Unless agreed otherwise in writing, the License Fee must be paid as specified in the Licensor's invoice.

A separate License Fee is required for each system installation. Temporary use on a backup system is permitted, at no extra charge, during periods when the primary system is inoperable.

All License Fees are non-refundable under any circumstances.

6 Your Undertakings

You agree not to:

- Copy the Software, except for regular operation and as permitted in Clause 4;
- Translate, adapt, vary, or modify the Software;
- Disassemble, decompile, or reverse engineer the Software, except as necessary to ensure interoperability with other programs, and only with Licensor's written consent;
- Disclose any information obtained through reverse engineering to third parties without written consent;
- Provide the Software to any third party other than employees, without written authorization from the Licensor.

You agree to:

- Maintain accurate records of all copies and their locations;
- Supervise and control Software use;
- Ensure all users are informed of and comply with this Agreement;
- Reproduce the Licensor's copyright notice;
- Destroy all copies of the Software within 14 days of license termination.

7 Warranty

You acknowledge that Software may contain errors. The presence of such errors does not constitute a breach of this License.

If you notify the Licensor of a significant error within 90 days of payment, and the issue is not caused by modification, misuse, or incompatibility, the Licensor will attempt to correct it via a patch or update, free of charge.

The Licensor disclaims all other express or implied warranties, including warranties of merchantability or fitness for a particular purpose. The Licensor does not guarantee the Software is virus-free, though reasonable checks have been performed. Virus scanning remains your responsibility.

8 Licensor's Liability

The Licensor shall not be liable for:

- Any loss or damage related to the use of the Software;
- Indirect, special, incidental, or consequential damages (e.g., lost profits, revenue, or business opportunities).

If liability cannot be excluded, it is limited to the amount of the License Fee paid.

9 Intellectual Property Rights

All intellectual property rights in the Software and documentation remain the property of the Licensor.

10 Force Majeure

The Licensor is not responsible for any failure to perform due to causes beyond its control, including but not limited to natural disasters, war, labor disputes, or government restrictions.

11 Termination

This License may be terminated if you breach any term and fail to remedy it within 30 days of notice.

Upon termination, you must:

- Pay outstanding fees;
- Comply with Clause 6 regarding Software destruction.

Termination does not affect the Licensor's right to legal remedies.

12 Assignment

You may not assign or transfer the License or Software without the prior written consent of the Licensor.

13 Waiver

Failure to enforce any provision does not constitute a waiver of the Licensor's rights.

14 Headings

Clause headings are for reference only and do not affect interpretation.

15 Severability

If any provision is held to be invalid or unenforceable, it will be severed, and the remaining provisions will continue in full force and effect.

16 EULA Signing and Confirmation

Where a hard copy is required, the agreement may be executed by authorized representatives. The License remains binding without original signatures, as per Clause 3.

Thank you

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