

Terms and Conditions

Last updated: 20 May 2026

These Terms and Conditions govern direct sales by Codadot Consultancy of Business Central extensions, related subscriptions, professional services, support, maintenance, customer portal access, licence management, and related services.

Codadot Consultancy

Monnikeraklaan 32, 3544 TH Utrecht, The Netherlands

Chamber of Commerce: 83472797 - VAT: NL003824363B92

Sales/legal notices: sales@codadot.nl - Support: support@codadot.nl

1. Definitions

In these Terms, the following definitions apply.

Agreement means the contractual relationship between Codadot and Customer consisting of the applicable Order, these Terms, the EULA, the Privacy Statement, the Data Processing Terms in Annex 1 where applicable, any applicable Support Policy, and any other document expressly incorporated by written agreement.

AppSource or **Marketplace** means Microsoft AppSource, Microsoft Azure Marketplace, Microsoft commercial marketplace, or another Microsoft-managed marketplace, storefront, procurement channel, or subscription channel through which Customer may acquire, activate, pay for, or manage Products.

Business Central means Microsoft Dynamics 365 Business Central SaaS, unless on-premises or another deployment model is expressly agreed in writing.

Business Day means a day other than a Saturday, Sunday, or official public holiday in the Netherlands.

Codadot, we, us, or our means Codadot Consultancy, Monnikeraklaan 32, 3544 TH Utrecht, The Netherlands, Chamber of Commerce number 83472797, VAT number NL003824363B92.

Confidential Information means non-public information disclosed by or on behalf of a party that is designated confidential or should reasonably be understood to be confidential, including software, source code, object code, technical information, product plans, pricing, security information, business information, customer data, login credentials, support data, and trade secrets.

Customer, you, or your means the business customer, legal entity, sole proprietor, freelancer, partnership, public or private organisation, or other person acting in the course of a trade, business, craft, or profession that enters into the Agreement with Codadot.

Customer Data means data, content, records, files, configurations, personal data, business data, materials, and information provided by Customer or its users in

connection with the Products or Services, including data in Customer's Business Central environment.

Customer Materials means materials, specifications, documents, data, designs, source materials, business rules, instructions, examples, integrations, and other items provided by Customer to Codadot for use in connection with Services.

Data Processing Terms means Annex 1 of these Terms, which applies where and to the extent Codadot processes personal data on behalf of Customer as processor.

Documentation means manuals, technical documentation, release notes, product descriptions, user guides, technical specifications, support articles, or other documentation made available by Codadot for the relevant Product.

EULA means Codadot's End User Licence Agreement for the Products, as made available to Customer before or at conclusion of the Agreement and as amended in accordance with the Agreement.

Fees means all amounts payable by Customer under the Agreement, including subscription fees, licence fees, professional services fees, implementation fees, configuration fees, custom development fees, support fees, usage fees, overage fees, Marketplace charges, taxes, and other charges.

Order means a quote, proposal, statement of work, online checkout order, customer portal order, Marketplace order, invoice accepted by payment, or other written or electronic order document accepted by Codadot.

Partner means an authorised reseller, implementation partner, support partner, or other third party authorised by Codadot to resell, implement, support, or otherwise provide access to Products.

Privacy Statement means Codadot's privacy statement or privacy policy made available by Codadot and updated from time to time.

Products means Codadot's standard Business Central extensions, apps, modules, packages, trial licences,

runtime packages, add-ons, software components, customer portal, licence server, licence management services, telemetry services, and other software products made available by Codadot.

Professional Services means implementation, configuration, onboarding, consultancy, training, custom development, integration support, migration support, support services, managed services, or other services performed by Codadot.

Services means Professional Services, support, maintenance, portal services, licence management services, telemetry services, and other services provided by Codadot under the Agreement.

Subscription means a time-limited right to use one or more Products and receive included maintenance and support during the applicable subscription period, subject to the Agreement.

Subscription Period means the then-current monthly, annual, or other subscription period stated in the Order, Marketplace, customer portal, invoice, or accepted quote.

Terms means these Codadot Consultancy Terms and Conditions, including all annexes.

Third-Party Services means services, software, platforms, infrastructure, marketplaces, payment providers, integrations, apps, hosting services, internet services, Microsoft services, Business Central, Microsoft 365, Microsoft Azure, Microsoft AppSource, Stripe, Atlassian Jira, or other third-party products or services not owned and controlled by Codadot.

2. Scope and applicability

2.1 B2B only

The Products and Services are intended only for business customers. By placing an Order, accepting a quote, paying an invoice, using a Product, creating a portal account, or acquiring a Product through Marketplace, Customer represents and warrants that it acts in the course of a trade, business, craft, or profession and not as a consumer.

2.2 No consumer rights

Consumer protection rules, consumer cancellation rights, consumer cooling-off periods, consumer unfair-terms rules, and other mandatory consumer rights do not apply to the Agreement, except where mandatory law provides otherwise despite Customer's business status.

2.3 Direct sales and Marketplace sales

These Terms apply where Customer buys directly from Codadot, including through signed quotes, accepted proposals, invoices, Codadot's website, Codadot's customer portal, Codadot's billing provider, Stripe

Managed Payments, and Marketplace channels such as Microsoft AppSource.

For Marketplace purchases, Microsoft or another marketplace operator may provide the purchase flow, billing flow, subscription-management flow, entitlement flow, cancellation flow, or tax collection flow. The applicable marketplace terms apply to those marketplace mechanics. These Terms remain the Publisher Terms between Codadot and Customer for the Products and Services, unless mandatory marketplace terms expressly require otherwise.

2.4 Sales through Partners

If Customer buys from a Partner rather than directly from Codadot, the Partner's commercial terms govern the commercial relationship between Customer and the Partner. Codadot's EULA may still govern Customer's use of the Products. Unless expressly agreed in writing, Codadot is not responsible for the Partner's fees, invoices, support commitments, statements, services, or contractual obligations.

2.5 Applicability to all Products and Services

These Terms apply to all current and future Products and Services sold directly by Codadot, including Products developed after the effective date of these Terms, unless the applicable Order expressly states otherwise.

2.6 English language

These Terms are provided in English. Customer confirms that English is a language it understands for contracting purposes. If Codadot provides a translation, the English version prevails unless the parties expressly agree otherwise in writing.

2.7 Written form

References to "written" or "in writing" include email, electronic signatures, customer portal confirmations, accepted online checkout flows, Marketplace confirmations, and other electronic communications that reasonably evidence the parties' agreement.

3. Contract formation

3.1 Orders

Customer may place an Order by signing a quote, accepting a proposal, accepting an invoice, submitting an online order, ordering through Codadot's customer portal, ordering through Marketplace, or otherwise requesting Products or Services in a manner accepted by Codadot.

3.2 Contract formation on Codadot acceptance

An Agreement is formed only when Codadot accepts the Order. Codadot may accept an Order by confirming

acceptance in writing, activating the Subscription, making the Product available, issuing an invoice, accepting payment, commencing Services, confirming the Order through the customer portal, or receiving a Marketplace confirmation that the Subscription has been activated.

3.3 Codadot may reject Orders

Codadot may reject or decline any Order, including where payment fails, Customer is in breach of a previous agreement, Customer's use case presents legal or security risks, the Order contains incorrect pricing or information, the Product is not available in Customer's region, or Codadot reasonably determines that it cannot provide the Product or Service.

3.4 Email acceptance

Customer may be bound by an email acceptance, including wording such as "agreed", "approved", "accepted", or similar language, if the sender reasonably appears authorised to act for Customer.

3.5 Electronic acceptance

Clicking an acceptance button, submitting an online checkout, creating a subscription, accepting a Marketplace offer, activating a licence, or using a Product after these Terms were made available constitutes acceptance of the Agreement.

3.6 Purchase orders

Purchase orders are administrative documents only. Any terms printed on or linked from Customer's purchase order do not apply and do not modify the Agreement, even if Codadot references the purchase order number on an invoice or otherwise processes the purchase order.

3.7 Customer terms rejected

Customer's general terms, purchasing terms, procurement terms, vendor terms, security terms, data terms, invoice terms, or other standard terms are rejected and do not apply unless Codadot expressly accepts them in a written document signed or expressly approved by Codadot.

3.8 Order of precedence

If documents conflict, the following order of precedence applies, from highest to lowest priority:

1. the applicable signed Order, accepted quote, accepted proposal, or written statement of work;
2. any separately signed data processing agreement, if applicable;
3. these Terms;
4. the EULA;

5. any Support Policy or Documentation.

Marketplace terms prevail only for mandatory marketplace, billing, tax, entitlement, subscription-management, or cancellation mechanics that cannot be overridden by these Terms.

3.9 Entire agreement

The Agreement constitutes the entire agreement between Codadot and Customer regarding the Products and Services and replaces all prior proposals, discussions, statements, understandings, and communications regarding the same subject matter, unless expressly incorporated in an Order.

4. Products, Business Central, and Microsoft relationship

4.1 Business Central SaaS default

The Products are designed for Microsoft Dynamics 365 Business Central SaaS unless Codadot expressly agrees otherwise in writing. On-premises, private cloud, self-hosted, or other non-SaaS deployment is permitted only if expressly agreed in writing.

4.2 Microsoft environment and licences

Customer is responsible for obtaining, maintaining, configuring, and paying for all Microsoft licences, Business Central subscriptions, Microsoft tenant permissions, Microsoft administrator rights, Microsoft environments, Microsoft user accounts, Microsoft service access, and related Third-Party Services needed to use the Products.

4.3 No Microsoft platform responsibility

Codadot does not own or control Business Central SaaS, Microsoft AppSource, Microsoft Marketplace, Microsoft Azure, Microsoft 365, Microsoft tenant administration, or Microsoft's update cycles. Codadot is not responsible for unavailability, changes, bugs, limitations, service interruptions, security incidents, data loss, feature removal, update issues, or other matters caused by Microsoft or another Third-Party Service.

4.4 Customer environment responsibility

Customer is responsible for its own Business Central tenant, environments, companies, users, permissions, setup, configuration, data, backups, restore procedures, integrations, customisations, third-party apps, security settings, administrative users, and internal change-management procedures.

4.5 No regulated-use commitment

Unless expressly agreed in writing, the Products are not designed or certified for use in regulated environments requiring special compliance commitments, such as

medical-device systems, life-critical systems, nuclear facilities, aviation control, military command systems, payment processing systems requiring PCI-DSS certification by Codadot, or other high-risk systems.

4.6 No accounting, tax, or legal advice

Products may assist with business processes, ERP workflows, financial administration, compliance workflows, reporting, or accounting-related activities. Customer remains responsible for verifying the legal, accounting, tax, audit, and business correctness of its own data, processes, reports, filings, and decisions. Codadot does not provide legal, tax, audit, or accounting advice unless expressly agreed in writing by appropriately qualified professionals.

5. Licence, EULA, and usage rights

5.1 Licence governed by EULA

Customer's right to install, access, and use the Products is governed by the EULA and the applicable Order. These Terms govern commercial terms, ordering, payment, subscriptions, support, services, liability, data protection, and related matters.

5.2 Licence conditional on payment and compliance

Customer's licence and entitlements are conditional on timely payment of all Fees and compliance with the Agreement. Codadot may deactivate, suspend, restrict, or terminate licences and entitlements if payment is not made when due or if Customer breaches the Agreement.

5.3 Internal business use only

Unless the Order expressly states otherwise, Customer may use the Products only for its own internal business purposes and not for resale, redistribution, sublicensing, outsourcing, service bureau use, managed service use for third parties, hosting for third parties, or competitive use.

5.4 Licence models

Codadot may sell Products under one or more licence models, such as:

1. per named user;
2. per Business Central company;
3. per Business Central environment;
4. tenant-wide;
5. per module or package;
6. per feature, metric, transaction, or usage level;
7. custom licensing agreed in the Order.

The Order, customer portal, Marketplace listing, invoice, or quote states the applicable licence model and quantity. If no licence model is stated, Codadot may

determine the applicable model based on the product listing, customer portal configuration, Documentation, or then-current pricing model.

5.5 Named-user licences

For named-user licensing, each licence must be assigned to a specific natural person. Named-user licences may not be shared by multiple people and may not be used to circumvent licence limits through shared accounts, service accounts, pooled access, multiplexing, or automation unless expressly agreed in writing.

5.6 Company, environment, and tenant licences

For company, environment, or tenant licensing, the licence applies only to the relevant company, environment, tenant, or scope stated in the Order. Customer may not use technical or organisational measures to extend the Product beyond the licensed scope.

5.7 Multiplexing and indirect access

Customer may not use hardware, software, bots, scripts, portals, integrations, APIs, pooled accounts, shared accounts, workflow tools, automation, or other mechanisms to reduce the number of licences required, bypass licence limits, hide users, or avoid Fees.

5.8 Licence increases

Customer may increase licence quantities during a Subscription Period if supported by Codadot, the customer portal, or Marketplace. Unless the Order states otherwise, increased quantities are charged pro rata for the remainder of the then-current Subscription Period and renew with the Subscription.

5.9 Licence decreases

Customer may decrease licence quantities only at the end of the then-current Subscription Period, unless Codadot expressly agrees otherwise in writing. Decreases do not create refunds, credits, or reductions for the current Subscription Period.

5.10 Overuse and retroactive billing

If Customer uses Products beyond the purchased licence scope, quantity, metric, company, environment, tenant, module, feature, user count, or other entitlement, Codadot may invoice Customer retroactively for the additional usage at Codadot's then-current rates or the applicable Marketplace rates. Customer must promptly provide reasonable information needed to verify usage.

5.11 Entitlement management

Entitlements may be managed by Codadot, Codadot's customer portal, Codadot's licence server, Microsoft AppSource, Microsoft Marketplace, or another billing or entitlement provider. Customer must not manipulate, disable, interfere with, or bypass entitlement controls, licence checks, telemetry checks, or access controls.

5.12 Sandbox and non-production use

After Subscription confirmation, Customer may use the Products in Business Central sandbox or non-production environments solely for testing, development, training, acceptance, and internal non-production purposes, subject to the following rules:

1. for non-named-user licence models, sandbox use is unlimited unless the Order states otherwise;
2. for named-user licence models, the named-user count applies on a one-to-one basis in sandbox and non-production environments;
3. for per-user-per-company models, sandbox use is counted as per-user use and licensed users may activate the Product in multiple sandbox companies for testing;
4. sandbox use may not be used for production workloads, live business processing, external customer processing, or circumvention of licence limits.

5.13 Trials and proof-of-concept licences

Codadot may provide trial, evaluation, proof-of-concept, preview, or beta access at its discretion through the customer portal, email, Marketplace, or another channel. Unless Codadot states otherwise in writing:

1. the trial period is 30 days;
2. trial access is provided free of charge or at the stated trial fee;
3. trial access is provided “as is” and “as available”;
4. Codadot has no obligation to provide support, updates, warranties, service levels, or production suitability for trials;
5. Codadot may terminate or disable trial access at any time;
6. trials may not be used for production workloads unless Codadot expressly permits this in writing;
7. trial use is subject to the EULA, these Terms, and applicable usage restrictions.

5.14 Runtime packages and on-premises use

Codadot may, at its discretion, provide runtime packages or other deployment packages for on-premises or non-SaaS Business Central use, but only if expressly agreed in writing. Customer remains responsible for the hosting environment, infrastructure, security, backups, updates, platform support, and all

data in such environment. Unless expressly agreed, Codadot does not process data in on-premises or customer-hosted environments.

6. Subscriptions, renewal, cancellation, and refunds

6.1 Subscription models

Subscriptions may be monthly rolling subscriptions, annual subscriptions paid monthly, annual subscriptions paid yearly, or another model stated in the Order.

6.2 Minimum term

Unless the Order states otherwise, monthly rolling Subscriptions have an initial minimum term of one month. Annual Subscriptions have an initial term of one year, even if invoiced or paid monthly.

6.3 Start date

A Subscription starts on the start date stated in the Order. If no start date is stated, the Subscription starts when Codadot accepts the Order, activates the licence, confirms entitlement, or makes the Product available, whichever occurs first.

6.4 Automatic renewal

Unless the Order states otherwise, each Subscription renews automatically for successive Subscription Periods of the same length as the then-current Subscription Period.

6.5 Cancellation for convenience

Either party may cancel a Subscription for convenience by giving at least one month's written notice, effective at the end of the then-current Subscription Period. For monthly Subscriptions, notice must be received at least one month before the intended end date. If notice is received too late for the current Subscription Period, cancellation takes effect at the end of the next Subscription Period.

6.6 Annual subscriptions paid monthly

If Customer has an annual Subscription paid monthly, monthly payment does not convert the annual Subscription into a monthly Subscription. Customer remains responsible for all Fees for the full annual Subscription Period, unless the Order expressly states otherwise or termination is permitted under these Terms.

6.7 Cancellation methods

Customer may cancel by email, customer portal, Marketplace subscription-management process, or other written notice. For Marketplace purchases, Customer must also follow the applicable Marketplace cancellation process where required. Codadot is not responsible for continued Marketplace charges caused

by Customer's failure to cancel through the applicable Marketplace process.

6.8 Authority to cancel

Codadot may treat a cancellation notice as valid if it is submitted by a person who reasonably appears authorised to act for Customer, including an administrator, billing contact, authorised signatory, procurement contact, portal user with administrative rights, or other relevant Customer representative.

6.9 No refunds

Fees are non-refundable. Cancellation, non-use, delayed implementation, Customer environment issues, Microsoft platform issues, Customer's decision not to deploy, or Customer's failure to use the Products does not entitle Customer to a refund, credit, or set-off, except where these Terms or the applicable Order expressly provide otherwise.

6.10 Prepaid fees

Prepaid Fees are non-refundable and non-cancellable, except where Codadot expressly agrees otherwise in writing or where Customer terminates under a specific termination right in these Terms that expressly provides for a pro rata refund of unused prepaid Fees.

6.11 Effect of cancellation

Cancellation does not affect Fees accrued before the effective cancellation date. Customer remains responsible for all Fees through the end of the then-current Subscription Period.

7. Fees, invoicing, payment, taxes, and price changes

7.1 Fees

Customer must pay all Fees stated in the Order, quote, customer portal, Marketplace, invoice, or applicable price list. Unless expressly stated otherwise, Fees are stated and payable in euros.

7.2 Prices exclusive of VAT

All prices are exclusive of VAT, sales tax, use tax, withholding tax, duties, levies, payment-provider fees, bank charges, and similar taxes or charges, unless expressly stated otherwise.

7.3 Taxes

Customer is responsible for all taxes and charges arising from the Agreement, except taxes based on Codadot's net income. Codadot may charge VAT where applicable. If reverse-charge VAT or another tax mechanism applies, Customer must provide valid tax information reasonably requested by Codadot.

7.4 Withholding taxes

If Customer is legally required to withhold tax from a payment, Customer must notify Codadot in advance, provide evidence of the withholding, and pay any additional amount necessary so that Codadot receives the amount it would have received if no withholding had been required, except to the extent prohibited by mandatory law.

7.5 Invoicing in advance

Unless the Order states otherwise, all Subscription Fees and recurring Fees are invoiced and payable in advance.

7.6 Payment due immediately

Unless the Order or invoice states a different payment term, payment is due immediately. Codadot may require payment before activating, renewing, continuing, or reactivating a licence, Subscription, Product, or Service.

7.7 Payment methods

Codadot may accept payment by bank transfer, SEPA direct debit, Stripe Managed Payments, Marketplace billing, or another payment method made available by Codadot. Codadot may change supported payment methods from time to time.

7.8 Payment provider terms

Payment through Stripe, Microsoft, Marketplace, a bank, or another payment provider may be subject to that provider's terms, authentication requirements, payment-flow requirements, chargeback rules, and processing timelines. Codadot is not responsible for failures, delays, declined payments, freezes, chargebacks, account restrictions, or other issues caused by payment providers.

7.9 Failed payments

If a payment fails, is reversed, is charged back, or is not received when due, Codadot may suspend, deactivate, or restrict Products, Services, portal access, licences, entitlements, support, and updates immediately or at any later time at Codadot's discretion.

7.10 No grace period

Customer acknowledges that Codadot may operate a pay-before-use model. Codadot is not required to provide a grace period for late or failed payments. Codadot may, at its discretion, allow a grace period without waiving any rights.

7.11 Statutory commercial interest and collection costs

If Customer fails to pay an amount when due, Codadot may charge statutory commercial interest, reasonable extrajudicial collection costs, legal costs, court costs,

arbitration costs, and other costs of collection to the extent permitted by applicable law.

7.12 Set-off and suspension by Customer

Customer may not set off, withhold, suspend, or reduce payments unless Customer's claim is undisputed by Codadot or has been finally determined by a competent court or arbitral tribunal.

7.13 Usage and overage charges

Additional quantities, overuse, usage beyond licensed limits, extra modules, additional users, additional companies, additional environments, custom usage, and other chargeable changes may be invoiced immediately, monthly, annually, or at renewal, depending on the applicable Order, portal, or Marketplace mechanics.

7.14 Price changes on renewal

Codadot may change prices for renewals. Unless the Order states otherwise, Codadot will give at least 30 days' notice before an increased recurring price first applies to an existing Subscription, or a longer notice period where required by the applicable Marketplace process.

7.15 Standard indexation

Unless the Order states otherwise, Codadot may apply an annual indexation increase to recurring Fees. The annual indexation increase will not exceed the lower of:

1. the increase in the Dutch Consumer Price Index published by Statistics Netherlands (CBS) plus two percentage points; and
2. five percent.

If the relevant index is negative, Fees will not decrease unless Codadot expressly agrees otherwise. Codadot may apply indexation at renewal and no more than once per twelve-month period for the same Subscription, unless the price change results from increased quantities, additional Products, additional Services, taxes, Third-Party Services, changed scope, or a separately agreed change.

7.16 Other price changes

Codadot may also change prices to reflect added quantities, changed scope, additional modules, additional Services, third-party cost increases, taxes, billing-provider charges, Marketplace charges, discontinued plans, special offers ending, or changes requested by Customer.

7.17 Customer right to cancel after price increase

If Codadot increases recurring Fees for an existing Subscription other than because of increased quantities,

additional Products or Services, taxes, Customer-requested changes, overuse, or third-party pass-through charges, Customer may cancel the affected Subscription before the increase takes effect. If Customer does not cancel before the effective date, Customer is deemed to accept the increased Fees.

8. Delivery, activation, and acceptance

8.1 Delivery methods

Codadot may deliver Products through Microsoft AppSource, Marketplace, Codadot's customer portal, licence activation, entitlement activation, runtime packages, email, private deployment, installation assistance, or another delivery method determined by Codadot.

8.2 Delivery complete

Delivery of a Product is complete when Codadot makes the Product available, activates the entitlement, provides access, provides a runtime package, confirms Marketplace activation, or otherwise enables Customer to access or install the Product.

8.3 Installation

Unless the Order expressly includes installation Services, Customer is responsible for installation, deployment, configuration, testing, tenant permissions, and internal rollout.

8.4 Professional Services delivery

Professional Services are delivered when Codadot performs the relevant work, provides the relevant deliverable, gives access to the relevant configuration or implementation, or otherwise completes the relevant task stated in the Order.

8.5 Acceptance testing

If an Order provides for acceptance testing, Customer must test the relevant deliverable within the acceptance period stated in the Order. If no acceptance period is stated, the acceptance period is ten Business Days after delivery.

8.6 Rejection during acceptance testing

Customer may reject a deliverable during the acceptance period only if it materially fails to meet the agreed acceptance criteria or, if no criteria are stated, materially fails to meet the applicable written specification in the Order. Rejection must be in writing and must describe the alleged defect in reasonable detail.

8.7 Deemed acceptance

A deliverable is deemed accepted if Customer does not validly reject it within the acceptance period, uses it in

production, pays the applicable invoice without reservation, or otherwise confirms acceptance.

8.8 Remediation

If Customer validly rejects a deliverable, Codadot will use reasonable efforts to correct the material non-conformity and resubmit the deliverable for acceptance. Minor defects, cosmetic issues, immaterial deviations, or issues caused by Customer, Microsoft, or Third-Party Services do not prevent acceptance.

8.9 Customer delays

If Customer delays delivery, activation, acceptance, implementation, or performance by failing to provide information, access, approvals, feedback, data, test results, decisions, Microsoft permissions, or other cooperation, deadlines are extended accordingly and Codadot may charge additional Fees for resulting extra work or idle time.

9. Customer responsibilities

Customer is responsible for:

1. maintaining valid Microsoft licences, Business Central access, tenant access, administrative permissions, and required Third-Party Services;
2. providing accurate billing, tax, contact, support, and portal information;
3. maintaining secure accounts, passwords, administrator access, and user permissions;
4. ensuring that only authorised users access Products and Services;
5. keeping Business Central and relevant environments reasonably up to date;
6. using only Business Central versions supported for production SaaS environments by Microsoft, unless Codadot expressly agrees otherwise;
7. testing Products and updates in a sandbox before production deployment;
8. maintaining backups, restore procedures, disaster-recovery procedures, and internal controls;
9. reviewing release notes, Documentation, configuration settings, and compatibility notes;
10. ensuring that Customer Data and Customer Materials are accurate, lawful, complete, and suitable for the intended use;
11. obtaining all permissions and consents needed for Codadot to process information provided by Customer;

12. complying with applicable laws, export controls, sanctions rules, privacy rules, employment rules, tax rules, industry rules, and internal policies;

13. promptly notifying Codadot of defects, security concerns, licence errors, billing errors, or suspected misuse;

14. not using the Products in a way that harms Codadot, Microsoft, Partners, other customers, Third-Party Services, or security.

10. Support, maintenance, and updates

10.1 Included support

Unless the Order states otherwise, support for paid Subscriptions is included on a best-efforts basis.

10.2 Support channels

Codadot provides support through email and/or ticketing system. Codadot may require Customer to submit support requests through a specific support channel.

10.3 No response-time commitment

Support is provided on a best-efforts basis only. Codadot does not commit to response times, resolution times, service levels, uptime levels, support hours, or support availability unless a separate written service level agreement expressly states otherwise.

10.4 Support contacts

Customer must ensure that support requests are submitted by appropriate administrators, key users, billing contacts, technical contacts, Partner contacts, or other persons reasonably able to provide relevant information and perform requested actions.

10.5 Support information

Customer must provide sufficient information for Codadot to investigate support requests, including Product version, Business Central version, environment type, error messages, steps to reproduce, screenshots, relevant configuration, telemetry references, and other reasonable diagnostic information. Customer should avoid sending unnecessary personal data and must not send sensitive data unless necessary for support.

10.6 Excluded support

Unless expressly agreed in writing, support does not include:

1. general Business Central support;
2. Microsoft tenant administration;
3. Microsoft platform issues;
4. third-party app or integration issues;
5. Customer's customisations;

6. unsupported versions;
7. training;
8. business-process design;
9. accounting, tax, legal, or audit advice;
10. data repair unrelated to a defect in the Product;
11. issues caused by incorrect configuration, misuse, unauthorised changes, or failure to follow Documentation;
12. support for Products used outside the licensed scope;
13. emergency support, telephone support, on-site support, or out-of-hours support.

10.7 Paid consultancy

Codadot may classify a support request as paid consultancy if the request is not caused by a defect in the Product, is outside standard support, relates to implementation/configuration/customisation/training, or requires substantial investigation caused by Customer's environment, data, Third-Party Services, or specific business process.

10.8 Bug fixes

Codadot will use reasonable efforts to address reproducible material defects in paid Products that are within Codadot's control. Codadot may provide a fix, workaround, configuration change, update, documentation change, or other reasonable solution.

10.9 Updates included

Unless the Order states otherwise, updates needed to maintain the Product for supported Business Central SaaS production versions are included in the Subscription.

10.10 New features

Codadot may add, change, package, repackage, rename, or remove features at its discretion. New features, modules, premium functionality, integrations, packages, or Products may be included, excluded, or charged separately at Codadot's discretion.

10.11 Supported versions

Codadot supports only Product versions and Business Central SaaS production versions that are reasonably supported by Codadot and Microsoft at the relevant time. Codadot may discontinue support for older versions, preview versions, unsupported Microsoft versions, modified versions, or deployments outside the agreed scope.

10.12 Customer update responsibility

Customer must install, allow, or schedule Product updates and Business Central updates reasonably required for compatibility, security, legal compliance, or support. Codadot is not responsible for issues caused by Customer delaying, blocking, disabling, or failing to test or install updates.

10.13 Partner support

If Customer acquired the Products through a Partner, the Partner provides first-line support unless Codadot and the Partner agree otherwise. Codadot may require support requests to be routed through the Partner.

11. Portal, licence server, telemetry, and availability

11.1 Portal and licence server

Codadot may provide a customer portal, licence server, entitlement service, telemetry service, billing integration, or other cloud component to manage Products, subscriptions, support, licences, usage, updates, or customer accounts.

11.2 No uptime SLA

Codadot does not provide an uptime SLA for the customer portal, licence server, telemetry service, or other Codadot cloud component unless expressly agreed in writing. The portal and related services are provided on a best-efforts basis.

11.3 No service credits

Codadot does not provide service credits for downtime, unavailability, latency, maintenance, errors, or interruptions unless a separate written SLA expressly states otherwise.

11.4 Maintenance and changes

Codadot may maintain, update, suspend, restrict, or change the portal, licence server, telemetry service, and related infrastructure for security, legal, operational, billing, product, compatibility, or maintenance reasons.

11.5 Telemetry

Codadot may collect limited telemetry, diagnostic, usage, licence, entitlement, error, crash, environment, company, tenant, and user-identifier information for licence compliance, security, support, error diagnosis, product improvement, billing, analytics, and operational purposes. Codadot will use pseudonymisation, aggregation, minimisation, or similar techniques where reasonably appropriate.

11.6 Personal data in telemetry

Telemetry is not intended to collect Customer's business records or sensitive personal data. Telemetry may, however, include personal data such as user names, user identifiers, portal user details, support contact

information, tenant identifiers, company identifiers, environment identifiers, or similar information. Codadot processes such information in accordance with the Privacy Statement and, where applicable, Annex 1.

11.7 Licence compliance checks

Codadot may use telemetry, licence checks, portal data, Marketplace data, entitlement records, or other reasonable information to verify licence compliance. Customer must not disable or interfere with licence checks unless Codadot expressly permits this in writing.

11.8 Audit rights

If Codadot reasonably suspects unresolved licence non-compliance, Codadot may request information reasonably necessary to verify compliance. Audits will be remote where reasonably possible. Any on-site audit requires at least 30 days' prior written notice, will be limited to licence matters, will occur during normal business hours, and will be conducted in a manner designed to minimise disruption and personal-data access.

11.9 Audit results

If an audit or licence check shows underpayment or overuse, Customer must promptly pay all underpaid Fees, overage Fees, and reasonable audit costs if the underpayment or overuse is material. Codadot may also suspend or terminate affected licences.

12. Professional Services and custom development

12.1 Services scope

Professional Services may include implementation, configuration, onboarding, consultancy, custom development, training, support services, managed services, or other services described in an Order.

12.2 Implementation and configuration

Implementation and configuration Services may be billed together as professional services unless the Order states otherwise.

12.3 Custom development

Custom development is billed separately unless the Order expressly includes it in a fixed package or Subscription.

12.4 Statements of work

Professional Services may be described in a quote, proposal, statement of work, email, ticket, portal order, or other written document accepted by Codadot. If no detailed scope is stated, the Services are limited to the work Codadot reasonably understands from the accepted Order.

12.5 Fees for Services

Services may be charged on a fixed-fee, time-and-materials, subscription, retainer, prepaid hours, milestone, or other basis stated in the Order. If no basis is stated, Services are charged on a time-and-materials basis at Codadot's then-current rates.

12.6 Out-of-scope work

Codadot may charge additional Fees for out-of-scope work, change requests, additional meetings, additional testing, rework caused by Customer, work caused by Third-Party Services, or work needed because Customer's information was incomplete or inaccurate.

12.7 Customer cooperation

Customer must provide timely access, information, decisions, approvals, test data, environments, permissions, and personnel reasonably needed for Services. Codadot is not responsible for delays, defects, or extra costs caused by Customer's failure to cooperate.

12.8 No exclusive allocation

Unless expressly agreed in writing, Codadot is not required to allocate specific personnel to Customer, and Codadot may use employees, contractors, subcontractors, or other qualified persons to perform Services.

12.9 No guarantee of outcome

Professional Services are performed on a reasonable-efforts basis unless the Order expressly states a specific deliverable or result. Codadot does not guarantee business results, cost savings, tax outcomes, accounting outcomes, compliance outcomes, or operational outcomes.

13. Intellectual property

13.1 Codadot ownership

Codadot and its licensors retain all rights, title, and interest in and to the Products, Documentation, Services, software, code, object code, source code, tools, frameworks, templates, libraries, designs, know-how, algorithms, methods, processes, trade secrets, techniques, inventions, improvements, updates, and other intellectual property created, owned, licensed, or used by Codadot.

13.2 Software licensed, not sold

Products are licensed, not sold. No ownership of Products, software, source code, object code, or Codadot intellectual property transfers to Customer.

13.3 Customer Materials

Customer retains ownership of Customer Materials and Customer Data. Customer grants Codadot a non-exclusive, worldwide, royalty-free licence to use, copy, process, modify, and access Customer Materials and Customer Data solely as necessary to provide Products and Services, comply with the Agreement, and exercise Codadot's rights.

13.4 Custom deliverables

Unless an Order expressly states otherwise, Codadot owns all intellectual property in custom deliverables, custom development, configurations, code, scripts, reports, extensions, modifications, integrations, tools, documentation, and other work created by Codadot. After full payment, Customer receives a non-exclusive, non-transferable licence to use such deliverables for its internal business purposes in accordance with the Agreement.

13.5 Reuse of know-how

Codadot may use and reuse general ideas, concepts, know-how, methods, skills, experience, templates, generic components, non-customer-specific improvements, and non-confidential learnings obtained while performing Services, provided Codadot does not disclose Customer's Confidential Information.

13.6 Feedback

If Customer provides suggestions, ideas, enhancement requests, recommendations, corrections, or feedback, Codadot may use them without restriction, attribution, or compensation, provided Codadot does not disclose Customer's Confidential Information.

13.7 Open source and third-party components

Products may include or depend on third-party or open-source components. Such components may be subject to separate licence terms. Nothing in these Terms limits rights Customer may have under applicable open-source licences.

13.8 Trademarks and logos

Neither party may use the other party's name, trademarks, trade names, logos, or branding except as expressly permitted in writing. Customer may truthfully identify Codadot and the relevant Product as its vendor or software solution for internal business and procurement purposes. Codadot may use Customer's name or logo in marketing only with Customer's prior written permission.

14. Confidentiality

14.1 Confidentiality obligation

Each party must protect the other party's Confidential Information using at least reasonable care and may use it only to perform or exercise rights under the Agreement.

14.2 Permitted disclosure

A receiving party may disclose Confidential Information only to its employees, contractors, advisers, subcontractors, Partners, auditors, insurers, legal advisers, or representatives who need to know it for the Agreement and are bound by confidentiality obligations or professional duties of confidentiality.

14.3 Exceptions

Confidential Information does not include information that the receiving party can show:

1. is or becomes public without breach of the Agreement;
2. was already lawfully known to the receiving party without confidentiality restriction;
3. is lawfully received from a third party without confidentiality restriction;
4. is independently developed without use of the disclosing party's Confidential Information;
5. must be disclosed by law, court order, arbitral order, stock exchange rule, regulator, or government authority.

14.4 Compelled disclosure

If a receiving party is legally required to disclose Confidential Information, it must, where legally permitted, give the disclosing party reasonable prior notice and cooperate with reasonable protective measures.

14.5 Survival

Confidentiality obligations survive for three years after termination of the Agreement. For trade secrets, confidentiality obligations survive for as long as the information remains a trade secret under applicable law.

15. Data protection and privacy

15.1 Privacy Statement

Codadot processes personal data in accordance with its Privacy Statement. The Privacy Statement explains how Codadot processes personal data as an independent controller for matters such as sales, billing, customer accounts, support, portal administration, licence management, telemetry, security, and product improvement.

15.2 Roles

The parties acknowledge that Codadot generally acts as an independent controller for business contact details, billing details, customer account details, portal user details, licence administration, support administration,

telemetry used for licence compliance or product improvement, and security-related processing.

Where and to the extent Codadot processes personal data on behalf of Customer as processor, Annex 1 applies and forms a data processing agreement between the parties.

15.3 Customer instructions

Customer is responsible for ensuring that its instructions to Codadot comply with applicable data protection laws. Codadot is not required to follow instructions that Codadot reasonably believes are unlawful or outside the scope of the Agreement.

15.4 Minimisation

Customer must avoid providing unnecessary personal data to Codadot. Customer must not provide sensitive data, special categories of personal data, criminal-offence data, patient data, payment-card data, government identifiers, or other high-risk data unless strictly necessary and expressly agreed in writing.

15.5 Support access to environments

Codadot cannot directly access Customer's Business Central environment unless Customer grants access. Any access to Customer's environment for support or Services must be explicitly granted by Customer and is under Customer's approval, control, or supervision.

15.6 Diagnostic data

Customer may provide logs, screenshots, exports, error messages, configuration details, or other diagnostic data for support. Customer is responsible for redacting unnecessary personal data and confidential data before providing diagnostic data, unless such data is necessary for the support request.

15.7 Sub-processors and service providers

Codadot may use service providers such as Microsoft, Atlassian Jira, Stripe Managed Payments, Microsoft Marketplace, email providers, hosting providers, telemetry providers, billing providers, and support providers to provide Products and Services. Where such service providers process personal data on behalf of Codadot as sub-processors for Customer Personal Data, Annex 1 applies.

15.8 International transfers

Codadot aims to minimise international transfers of Customer Personal Data. Where an international transfer occurs, Codadot will use a lawful transfer mechanism required by applicable data protection law, such as an adequacy decision, standard contractual clauses, a UK international data transfer mechanism, or another legally recognised mechanism.

15.9 Security incidents

Codadot will notify Customer of confirmed personal-data breaches affecting Customer Personal Data processed by Codadot as processor without undue delay and, where feasible, within 72 hours after becoming aware of the breach. Notifications may be provided in phases as information becomes available.

16. Security

16.1 Security measures

Codadot will implement reasonable technical and organisational measures appropriate to the nature of the Products and Services, the information processed, the risks involved, and Codadot's size and role.

16.2 No certification commitment

Codadot does not currently represent that it holds ISO 27001, SOC 2, or similar certification unless expressly stated in writing.

16.3 Customer security responsibilities

Customer is responsible for securing its own accounts, users, passwords, multi-factor authentication, Business Central tenant, Microsoft environment, administrators, permissions, backups, integrations, devices, networks, and internal security procedures.

16.4 Security questionnaires

Codadot may respond to reasonable security questionnaires or provide reasonable security information, subject to confidentiality, availability, proportionality, and applicable Fees for extensive requests.

16.5 Security audits

Customer may request an audit of Codadot's security measures no more than once per calendar year, unless a confirmed material security incident affecting Customer requires otherwise. Audits must be requested at least 30 days in advance, be limited to the Agreement, occur during normal business hours, be conducted remotely unless Codadot agrees otherwise, avoid disruption, protect third-party confidential information, and not require access to source code, unrelated systems, unrelated customer information, or security-sensitive information that would increase risk.

16.6 Audit costs

Customer bears its own audit costs and must reimburse Codadot for reasonable time and costs incurred in supporting audits, unless the audit reveals a material breach by Codadot of its security obligations.

17. Warranty

17.1 Product warranty

For paid Products during the applicable Subscription Period, Codadot warrants that the unmodified Product will materially conform to the applicable Documentation when used in accordance with the Agreement, the Documentation, and the supported Business Central environment.

17.2 Services warranty

Codadot warrants that Professional Services will be performed with reasonable skill and care.

17.3 Remedies

If Codadot breaches a warranty in this Section, Customer's exclusive remedy is for Codadot, at its discretion, to:

1. repair the non-conformity;
2. replace the affected Product or deliverable;
3. provide a workaround;
4. reperform the affected Services;
5. terminate the affected Order and provide a pro rata refund of prepaid unused Fees for the affected Product or Service.

17.4 Exclusions

The warranties do not apply to issues caused by:

1. Customer's environment, data, configuration, permissions, integrations, customisations, processes, or instructions;
2. Microsoft, Business Central, Marketplace, or Third-Party Services;
3. unsupported versions or unsupported deployment models;
4. failure to install or test updates;
5. misuse, unauthorised use, negligence, or breach of the Agreement;
6. modifications not made by Codadot;
7. use outside the licence scope or Documentation;
8. trials, betas, previews, proof-of-concept access, or free offerings;
9. force majeure events;
10. Customer's failure to provide requested diagnostic information.

17.5 Disclaimer

Except for the express warranties in this Section, Products and Services are provided "as is" and "as available" to the fullest extent permitted by law. Codadot disclaims all implied warranties, including

merchantability, fitness for a particular purpose, non-infringement, uninterrupted operation, error-free operation, compatibility with all environments, and suitability for Customer's specific business requirements.

17.6 No uninterrupted or error-free operation

Codadot does not warrant that Products or Services will be uninterrupted, error-free, secure against all threats, available at all times, compatible with all configurations, or able to meet all of Customer's requirements.

18. Liability

18.1 Liability cap

To the fullest extent permitted by law, Codadot's total aggregate liability arising out of or in connection with the Agreement, the Products, the Services, the EULA, the Data Processing Terms, support, Professional Services, or any related matter is limited to the Fees actually paid by Customer to Codadot for the affected Product or Service during the six months immediately preceding the event giving rise to liability.

18.2 Free, trial, or no-fee offerings

For free Products, trial licences, proof-of-concept access, beta access, preview access, or other no-fee offerings, Codadot's total aggregate liability is limited to EUR 100.

18.3 Excluded damages

To the fullest extent permitted by law, Codadot is not liable for indirect damages, consequential damages, incidental damages, special damages, punitive damages, loss of profit, loss of revenue, loss of savings, loss of business, loss of goodwill, loss of reputation, business interruption, loss of contracts, loss of anticipated savings, loss or corruption of data, cost of substitute services, or damages caused by Third-Party Services.

18.4 Data loss

Customer is responsible for backups, exports, restore procedures, and disaster recovery. Codadot is not liable for loss, corruption, deletion, or restoration of data except to the extent directly caused by Codadot's breach of the Agreement and subject to the liability cap.

18.5 Third-Party Services

Codadot is not liable for acts, omissions, outages, defects, security incidents, pricing changes, licence changes, data loss, support failures, API changes, Marketplace issues, billing issues, or other problems caused by Microsoft, Stripe, Atlassian, Marketplace operators, internet providers, hosting providers, banks,

payment providers, Partners, or other Third-Party Services.

18.6 Carve-outs

Nothing in the Agreement limits or excludes liability to the extent such limitation or exclusion is prohibited by mandatory law, including liability for fraud, intentional misconduct, deliberate recklessness by Codadot's management, or death or personal injury caused by negligence where such liability cannot lawfully be limited.

18.7 Multiple claims

Multiple claims do not increase the liability cap. The cap applies in the aggregate to all claims and all legal theories, including contract, tort, negligence, strict liability, statutory liability, misrepresentation, restitution, termination, and indemnity, unless mandatory law requires otherwise.

18.8 Claims period

Customer must bring any claim within twelve months after Customer knew or reasonably should have known of the event giving rise to the claim, unless mandatory law requires a longer period.

19. Indemnities and third-party claims

19.1 Customer indemnity

Customer must indemnify, defend, and hold harmless Codadot against claims, losses, damages, fines, penalties, costs, and expenses arising from:

1. Customer Data or Customer Materials;
2. Customer's breach of the Agreement;
3. Customer's violation of law;
4. Customer's use of Products outside the licence scope;
5. Customer's unauthorised modifications or integrations;
6. Customer's use of Products with Third-Party Services not provided by Codadot;
7. Customer's processing of personal data without required notices, rights, consents, or legal bases;
8. Customer's provision of sensitive or prohibited data;
9. claims by Customer's users, employees, contractors, customers, or third parties relating to Customer's use of the Products or Services.

19.2 Codadot IP claim defence

Codadot will defend or settle a third-party claim alleging that Customer's authorised use of an unmodified paid Product infringes that third party's copyright or patent, provided that Customer promptly notifies Codadot, gives

Codadot sole control of the defence and settlement, and reasonably cooperates.

19.3 IP claim remedies

If a Product is or may be subject to an infringement claim, Codadot may, at its discretion:

1. procure the right for Customer to continue using the Product;
2. modify the Product to avoid infringement;
3. replace the Product with a substantially equivalent alternative;
4. terminate the affected Subscription and refund prepaid unused Fees for the affected Product.

19.4 IP claim exclusions

Codadot has no obligation for claims arising from Customer Materials, Customer Data, Customer specifications, Customer modifications, use with Third-Party Services, use outside the Agreement, unsupported versions, failure to use an update or workaround, or use after Codadot instructed Customer to stop.

19.5 Exclusive remedy

This Section states Customer's exclusive remedy and Codadot's entire liability for third-party intellectual-property infringement claims, subject to mandatory law.

20. Suspension

20.1 Suspension rights

Codadot may suspend, restrict, deactivate, or disable Products, Services, support, portal access, licences, entitlements, updates, or accounts immediately or on notice if:

1. payment is not made when due;
2. a payment fails, is reversed, or is charged back;
3. Customer breaches the Agreement;
4. Customer exceeds licence limits;
5. Codadot reasonably suspects misuse, fraud, security risk, unlawful use, or unauthorised access;
6. Customer's use risks harm to Codadot, Microsoft, Third-Party Services, Partners, or other customers;
7. suspension is required by law, regulator, court, arbitral tribunal, Microsoft, Marketplace operator, or Third-Party Service provider;
8. Customer's account information is inaccurate or incomplete;
9. Customer fails to provide required cooperation or information;

10. Customer is subject to sanctions or export restrictions.

20.2 No liability for suspension

Codadot is not liable for damages, losses, unavailability, or business interruption caused by a suspension permitted under the Agreement.

20.3 Reinstatement

Codadot may reinstate suspended Products or Services after the reason for suspension is resolved and Customer pays all outstanding Fees, reactivation fees, reasonable costs, and any applicable overage charges.

21. Termination

21.1 Termination for convenience

Subscriptions may be cancelled for convenience in accordance with Section 6.

21.2 Termination for material breach

Either party may terminate the affected Order or Agreement if the other party materially breaches the Agreement and fails to cure the breach within 14 days after written notice specifying the breach.

21.3 Immediate termination by Codadot

Codadot may terminate the affected Order or Agreement immediately if:

1. Customer fails to pay and payment remains overdue after suspension or demand;
2. Customer breaches the EULA or licence restrictions;
3. Customer engages in unlawful use, fraud, security abuse, or unauthorised access;
4. Customer uses Products for competitive analysis, copying, or development of competing products;
5. Customer violates export controls or sanctions rules;
6. Customer's use creates a material security, legal, or operational risk;
7. Customer becomes insolvent, enters bankruptcy, applies for suspension of payments, ceases business, or undergoes a similar event, to the extent termination is permitted by law;
8. Microsoft, Marketplace, or a Third-Party Service requires termination or disablement.

21.4 Termination by Customer for material adverse changes

Customer may terminate the affected Subscription if Codadot makes a material change to these Terms or the Product that materially and adversely affects Customer's use of the affected Product and Customer

gives written termination notice before the change takes effect, where these Terms expressly provide such termination right.

21.5 Effect of termination

Upon termination or expiry:

1. Customer's right to use the affected Products ends immediately;
2. Customer must stop using the affected Products and delete or remove copies where applicable;
3. Codadot may deactivate licences, entitlements, portal access, and support;
4. all unpaid Fees become immediately due;
5. Customer receives no refund except where expressly stated in these Terms or the Order;
6. each party must return or destroy Confidential Information on request, subject to legal retention, archival copies, and legitimate record-keeping;
7. provisions intended to survive continue to apply.

21.6 Transition assistance

Codadot may provide post-termination transition, export, migration, or assistance services at Codadot's then-current rates if agreed in writing. Codadot is not required to provide transition assistance free of charge.

22. Changes to Products, Services, and Terms

22.1 Product changes

Codadot may change Products, Services, features, Documentation, interfaces, portal functionality, licence mechanisms, telemetry mechanisms, support processes, packaging, names, and technical requirements from time to time.

22.2 Reasons for changes

Codadot may make changes for security, legal compliance, Microsoft compatibility, Business Central updates, product improvement, operational reasons, bug fixes, end-of-life, technical feasibility, customer demand, third-party changes, or business reasons.

22.3 Material adverse changes

If Codadot makes a material adverse change to a paid Product that materially reduces core functionality available to Customer during an active Subscription, Codadot will provide at least 90 days' prior notice where reasonably practicable.

22.4 Urgent changes

Codadot may make changes with shorter notice or immediate effect where necessary for security, legal compliance, Microsoft compatibility, third-party

requirements, fraud prevention, preventing harm, or resolving a material technical issue.

22.5 Customer remedy for material adverse Product changes

If a notified material adverse Product change materially affects Customer's use of the affected paid Product, Customer may terminate the affected Subscription before the change takes effect and receive a pro rata refund of prepaid unused Fees for the affected Product after the effective termination date.

22.6 Changes to these Terms

Codadot may update these Terms from time to time. Material changes to these Terms will apply to current Subscriptions after at least 90 days' prior notice, unless a shorter period is required for legal, security, Microsoft, Marketplace, or urgent operational reasons.

22.7 Customer remedy for material Terms changes

If a material change to these Terms materially and adversely affects Customer, Customer may terminate the affected Subscription before the change takes effect and receive a pro rata refund of prepaid unused Fees for the affected Product after the effective termination date.

22.8 Continued use

Continued use of Products or Services after a change takes effect constitutes acceptance of the change.

22.9 Version archive

Codadot may maintain archived versions of these Terms and may make them available upon reasonable request.

23. Export controls, sanctions, and international use

23.1 Compliance

Customer must comply with all applicable export control, sanctions, anti-bribery, anti-corruption, anti-money laundering, and trade compliance laws, including laws of the Netherlands, the European Union, the United Kingdom, the United States, and any jurisdiction relevant to Customer's use.

23.2 Restricted parties and regions

Customer may not use, access, export, re-export, transfer, or make available Products or Services in violation of sanctions or export restrictions, or for the benefit of sanctioned persons, restricted parties, embargoed countries, or prohibited end uses.

23.3 Customer representation

Customer represents that it is not subject to sanctions, not located in a prohibited jurisdiction, and not using Products or Services for prohibited purposes.

23.4 Suspension or termination

Codadot may suspend or terminate access immediately if Codadot reasonably determines that Customer's use may violate export controls, sanctions rules, or trade compliance obligations.

24. Force majeure

24.1 Force majeure events

Codadot is not liable for delay or failure caused by events beyond its reasonable control, including acts of God, fire, flood, storm, epidemic, pandemic, war, terrorism, civil unrest, labour disputes, government action, legal changes, sanctions, export restrictions, power failures, internet failures, cyberattacks, denial-of-service attacks, malware, failures of Microsoft or other Third-Party Services, payment-provider failures, Marketplace failures, hosting failures, shortages, and supply-chain issues.

24.2 Continued obligations

Force majeure does not excuse Customer's obligation to pay Fees for Products or Services already provided or available before the force majeure event.

24.3 Extended force majeure

If a force majeure event prevents material performance for more than 60 consecutive days, either party may terminate the affected Order on written notice, without liability except for payment obligations accrued before termination.

25. Notices

25.1 Notices to Codadot

Legal notices to Codadot must be sent to sales@codadot.nl or to Codadot's registered address stated at the beginning of these Terms. Support requests must be sent to support@codadot.nl or submitted through the support channel designated by Codadot.

25.2 Notices to Customer

Codadot may send notices to the email address, billing address, portal account, Marketplace account, administrator account, or contact details provided by Customer.

25.3 Deemed receipt

Email notices are deemed received on the next Business Day after sending, unless the sender receives an automated delivery failure. Portal or Marketplace notices are deemed received when made available in the relevant portal or Marketplace account. Postal notices are deemed received five Business Days after posting to the last known address.

25.4 Customer contact details

Customer must keep contact details current. Codadot is not responsible for missed notices caused by outdated, inaccurate, or unattended contact details.

26. Assignment, subcontracting, and third parties

26.1 Assignment by Customer

Customer may not assign, transfer, novate, or delegate the Agreement, Orders, licences, rights, or obligations without Codadot's prior written consent. Any attempted assignment without consent is void to the extent permitted by law.

26.2 Assignment by Codadot

Codadot may assign, transfer, novate, or delegate the Agreement in connection with a merger, reorganisation, sale of business, sale of assets, transfer of product line, change of legal form, or similar transaction. Codadot may also assign receivables or payment claims.

26.3 Subcontracting

Codadot may use subcontractors, contractors, service providers, Partners, and Third-Party Services to perform the Agreement. Codadot remains responsible for subcontracted performance to the extent required by the Agreement.

26.4 No third-party beneficiaries

Except where expressly stated, the Agreement does not create rights for third parties.

27. Dispute resolution, arbitration, and governing law

27.1 Governing law

The Agreement and all disputes arising from or relating to it are governed by the laws of the Netherlands, excluding conflict-of-law rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

27.2 Management escalation

Before starting formal proceedings, the parties must first try to resolve the dispute through good-faith discussions between authorised representatives. Either party may start escalation by written notice. If the dispute is not resolved within 30 days after escalation notice, either party may start arbitration or other permitted proceedings.

27.3 Arbitration

Except for the matters listed in Section 27.4, all disputes arising in connection with the Agreement or further agreements resulting from it will be finally settled by arbitration in accordance with the Arbitration Rules of

the Netherlands Arbitration Institute (NAI). The place of arbitration is Utrecht, the Netherlands. The arbitral tribunal will consist of one arbitrator unless the parties agree otherwise or the applicable rules require otherwise. The arbitration language is English. The arbitral award is final and binding.

27.4 Court proceedings and urgent relief

Despite the arbitration clause, either party may apply to the competent court for interim measures, conservatory measures, provisional relief, injunctive relief, preservation of evidence, enforcement of an arbitral award, collection of undisputed invoices, or urgent relief relating to intellectual property, confidentiality, security, licence misuse, unlawful use, or non-payment.

27.5 Court venue if arbitration does not apply

If the arbitration clause is invalid, unenforceable, waived, or inapplicable, disputes will be submitted to the competent court in the Netherlands, with preference for the District Court Midden-Nederland, location Utrecht, to the extent legally permitted.

27.6 Equitable relief

Customer acknowledges that breach of licence restrictions, confidentiality obligations, security obligations, or intellectual-property obligations may cause irreparable harm for which damages may be insufficient. Codadot may seek injunctive or other equitable relief without needing to prove actual damages, to the extent permitted by law.

28. General provisions

28.1 Independent contractors

The parties are independent contractors. The Agreement does not create a partnership, joint venture, employment relationship, franchise, agency, or fiduciary relationship.

28.2 No exclusivity

Nothing in the Agreement prevents Codadot from developing, selling, supporting, or providing products or services to other customers, including products or services that are similar to or compete with Customer's products, services, processes, or ideas.

28.3 No waiver

Failure to enforce a provision is not a waiver. A waiver is effective only if in writing and applies only to the specific instance for which it is given.

28.4 Severability

If a provision is invalid, void, or unenforceable, the remaining provisions remain in effect. The invalid provision will be replaced by a valid provision that most

closely reflects the original commercial and legal purpose.

28.5 Interpretation

Headings are for convenience only. “Including” means “including without limitation”. The singular includes the plural and vice versa. References to laws include amendments and replacements.

28.6 Survival

Provisions that by their nature should survive termination or expiry survive, including provisions on payment, licence restrictions, intellectual property,

confidentiality, data protection, security, liability, indemnities, dispute resolution, governing law, audits, and general provisions.

28.7 No reliance

Customer acknowledges that it has not relied on statements, promises, or representations not expressly included in the Agreement.

28.8 Priority of mandatory law

Nothing in the Agreement excludes or limits rights, remedies, obligations, or liabilities that cannot be excluded or limited under mandatory applicable law

Annex 1: Data Processing Terms

This Annex applies where and to the extent Codadot processes personal data on behalf of Customer as processor within the meaning of applicable data protection law. This Annex forms part of the Agreement.

A1.1 Definitions

In this Annex, **Controller, Processor, Personal Data, Processing, Personal Data Breach, Data Subject, and Supervisory Authority** have the meanings given in the GDPR. References to the GDPR include the EU GDPR and, where applicable, the UK GDPR and equivalent applicable data protection laws.

A1.2 Processing roles

Customer is Controller and Codadot is Processor where Codadot processes Customer Personal Data on behalf of Customer under Customer's documented instructions. Codadot is an independent Controller for processing described in the Privacy Statement, including Codadot's own sales, billing, support administration, portal administration, licence management, security, legal compliance, and product-improvement purposes.

A1.3 Subject matter

The subject matter of processing is the provision of Products and Services, including support, implementation, configuration, custom development, licence management, portal access, telemetry, diagnostics, billing support, and related activities.

A1.4 Duration

Processing continues for the term of the Agreement and thereafter only as necessary for deletion, return, legal retention, dispute handling, archival records, backup retention, or legitimate compliance purposes.

A1.5 Nature and purpose

The nature and purpose of processing includes providing, configuring, supporting, maintaining, securing, monitoring, troubleshooting, improving, billing, and licensing Products and Services; communicating with Customer; investigating support requests; verifying licence compliance; and performing the Agreement.

A1.6 Categories of Personal Data

Personal Data may include:

1. names of Customer employees, contractors, administrators, users, and support contacts;
2. business email addresses and contact details;
3. portal usernames and account details;
4. Microsoft tenant identifiers, environment identifiers, company identifiers, user identifiers, and licence identifiers;
5. billing contact details, invoice details, payment status, and subscription details;
6. support tickets, support communications, screenshots, logs, error messages, diagnostic information, and configuration information;
7. telemetry, usage metrics, crash/error data, and licence-compliance data;
8. any other Personal Data Customer intentionally provides for support or Services.

A1.7 Categories of Data Subjects

Data Subjects may include Customer's employees, contractors, administrators, authorised users, support contacts, billing contacts, portal users, and other persons whose data is provided by Customer.

A1.8 No special categories

The Services are not intended to process special categories of Personal Data, criminal-offence data, patient data, payment-card data, government identifiers, or other high-risk data. Customer must not provide such data unless expressly agreed in writing and legally permitted.

A1.9 Customer instructions

Codadot will process Customer Personal Data only on Customer's documented instructions, including the Agreement, Orders, support requests, configuration instructions, and other written instructions, unless Codadot is required to process the data by applicable law. Codadot will inform Customer if Codadot believes an instruction infringes applicable data protection law, unless legally prohibited.

A1.10 Confidentiality

Codadot will ensure that persons authorised to process Customer Personal Data are subject to confidentiality obligations or statutory duties of confidentiality.

A1.11 Security measures

Codadot will implement reasonable technical and organisational measures appropriate to the risk, which may include access controls, confidentiality controls, secure communications, account controls, logging, backup procedures for Codadot-controlled systems, incident response, supplier controls, and internal policies.

A1.12 Sub-processors

Customer grants Codadot general authorisation to engage sub-processors. Codadot may use sub-processors such as Microsoft, Atlassian Jira, Stripe Managed Payments, Microsoft Marketplace, email providers, telemetry providers, hosting providers, billing providers, and support providers.

Codadot will impose data protection obligations on sub-processors that are materially equivalent to those in this Annex, to the extent required by applicable data protection law.

A1.13 Sub-processor changes

Codadot may add, replace, or remove sub-processors. Codadot will provide reasonable information about material sub-processor changes upon request or through its website, portal, or Privacy Statement. Customer may object to a new sub-processor on reasonable data protection grounds within 15 days after notice or publication. If the parties cannot resolve the objection, Customer may terminate the affected Service before the new sub-processor is used for Customer Personal Data.

A1.14 International transfers

Where processing involves an international transfer of Customer Personal Data, Codadot will use a lawful transfer mechanism under applicable data protection law, such as an adequacy decision, standard contractual clauses, UK international data transfer addendum, or another recognised mechanism.

A1.15 Assistance

Taking into account the nature of processing and information available to Codadot, Codadot will provide reasonable assistance to Customer with:

1. Data Subject requests;
2. security obligations;
3. Personal Data Breach notifications;
4. data protection impact assessments;
5. consultations with Supervisory Authorities.

Codadot may charge reasonable Fees for assistance unless the assistance is required because of Codadot's breach of this Annex.

A1.16 Personal Data Breaches

Codadot will notify Customer without undue delay and, where feasible, within 72 hours after becoming aware of a confirmed Personal Data Breach affecting Customer Personal Data processed by Codadot as Processor. The notification will include available information reasonably required by applicable law and may be provided in phases.

A1.17 Deletion or return

Upon termination of the Agreement, Codadot will delete or return Customer Personal Data processed as Processor upon Customer's reasonable written request, unless retention is required or permitted by law, dispute handling, security,

backup retention, or legitimate archival purposes. Codadot may charge reasonable Fees for data export, transition, or special deletion assistance.

A1.18 Audits

Codadot will make available information reasonably necessary to demonstrate compliance with this Annex. Customer may audit Codadot's compliance no more than once per calendar year, unless required by a Supervisory Authority or a confirmed material Personal Data Breach affecting Customer. Audits must be reasonable, remote where possible, limited to the relevant processing, subject to confidentiality, scheduled with at least 30 days' notice, and must not compromise security, third-party confidentiality, or other customers' information.

A1.19 Customer responsibilities

Customer is responsible for:

1. having a lawful basis for processing;
2. providing required notices to Data Subjects;
3. complying with Data Subject rights;
4. ensuring instructions are lawful;
5. ensuring Customer Data is accurate and appropriate;
6. avoiding unnecessary or sensitive Personal Data;
7. configuring Products and permissions appropriately;
8. maintaining security in Customer's own systems and Business Central environment.

A1.20 Limitation of liability

Liability arising under or in connection with this Annex is subject to the liability limitations and exclusions in the Terms, except to the extent mandatory law prohibits such limitation or exclusion.

Annex 2: Support and Maintenance Summary

This Annex summarises default support and maintenance terms unless a separate Support Policy or Order states otherwise.

A2.1 Support channels

Support is provided by email and/or ticketing system.

A2.2 Support level

Support is best-efforts only. No SLA, response-time commitment, resolution-time commitment, or uptime commitment applies unless agreed in writing.

A2.3 Included maintenance

Paid Subscriptions include bug fixes and updates that Codadot makes generally available for the relevant Product and supported Business Central SaaS production versions.

A2.4 Exclusions

Support excludes Microsoft platform issues, Business Central issues not caused by the Product, third-party apps, Customer modifications, customisations, unsupported versions, training, consultancy, accounting advice, legal advice, tax advice, and issues caused by Customer's environment or configuration.

A2.5 Paid support or consultancy

Codadot may charge separately for implementation, configuration, custom development, training, out-of-scope investigation, data repair, migration, business-process support, or substantial support unrelated to a Product defect.

A2.6 Partner support

Where Products are sold via a Partner, the Partner provides first-line support unless otherwise agreed.