

TASKLET - RESELLER AGREEMENT Version 4.12.g

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1. The parties

1.1 This agreement (hereinafter named "the Agreement") has been entered into by the following parties:

Company name

TASKLET FACTORY ApS

Company address

Niels Jernes Vej 6b.2 9220 Aalborg Øst Denmark

Company ID no.

31261473

Hereinafter referred to as

Tasklet Factory

Hereinafter referred to as

Reseller

Microsoft Account Number:

VOICE or Partner Number

individually “a party” and jointly “the parties”

2. Objective of the agreement

2.1 The purpose of this Agreement is to grant the Reseller permission to sell Tasklet Factory's Products and services (hereinafter named “the Products”) pursuant to the current customer price list.

3. Relationship of the parties

3.1 The Reseller shall buy and sell the Products in their own name and for their own account and shall act as an independent trader in relation both to Tasklet Factory and to its customers.

The Reseller is allowed to sell and deliver the Products in:

(hereinafter called “the Territory”).

3.2 The Reseller's right according to this Agreement is on a non-exclusive basis.

3.3 The Reseller shall, with every sale of Products, ensure that the End user accepts the terms and conditions of the current End User License Agreement which is available at www.taskletfactory.com.

3.4 The reseller shall in connection with every sale of Products ensure that the End user accepts the current Software Maintenance Agreement, which is available at www.taskletfactory.com. The Software Maintenance Agreement is mandatory the first year.

3.5 Tasklet Factory is entitled to change the End User License Agreement or the Software Maintenance Agreement with a notice of 90 days where after the Reseller is required to apply the new version.

4. Trademarks, copyright etc.

4.1 Tasklet Factory shall retain all proprietary rights associated with the Products including copyright, registered logotypes and trademarks. The Reseller is however allowed to use Tasklet Factory's trademarks in conjunction with the sale and marketing of the Products as long as this agreement is in effect.

4.2 In the event that, the Reseller becomes aware of any actual or possible infringement of Tasklet Factory's right to products, the Reseller is required to immediately inform Tasklet Factory and to assist Tasklet Factory in any necessary actions in order to avoid further infringements.

5. Changes in products, reverse engineering etc.

5.1 The Products from Tasklet Factory have two components: A server side and a client side. The server side consists of objects in the ERP system and these are fully customizable by the Reseller. The client side is the application running on the mobile devices. The Reseller is not allowed to conduct any reverse engineering, decompilation or any other method for disclosing the system behind the mobile application.

6. Prices and terms of delivery



6.1 Tasklet Factory will sell its Products to the Reseller at the price of the current customer price list less the partner discount. The reseller can follow the recommended customer price list when selling to customers, but is not obligated to do so.

6.2 There are two reseller levels, Platinum and Standard.

Platinum Reseller: The Reseller may join at the Platinum level by agreeing to and performing the sales and marketing activities as laid out in this agreement; paragraph 8.

A Platinum Reseller may purchase the Products at a discount of 35% of the recommended customer list price for both server and device licenses. On Software Maintenance Agreements the Reseller's discount is 20%. On Subscription based sales the Reseller's discount is 30%.

Standard Reseller: If the Reseller does not agree to or does not perform the sales and marketing activities as laid out in this agreements, paragraph 8, or if the Reseller does not have any sales of the Products for more than a 12-months rolling period the Reseller is considered a Standard Reseller.

The Reseller may then purchase the Products at a discount of 25% of the recommended customer list price for both server and device licenses. On Software Maintenance Agreements the Reseller's discount is 20%. On Subscription based sales, the Reseller's discount is 20%.

Tasklet Factory shall give the Reseller a 60 days written (e-mail acceptable) notice before enforcing the Standard Reseller level, thereby giving the Parties due time to work on the sales and marketing activities.

6.3 The Reseller is required to purchase prepaid partner support hours described in section 7.0 for training and partner support.

6.4 The Reseller is furthermore required to actively engage in sales and marketing activities as described in section 8.0.

6.5 The Reseller discount is 20% for Software Maintenance fees and remains 20% regardless of the Reseller discount on the software licenses.

6.6 The Reseller is only entitled to the Reseller discount on the Software Maintenance as long as they are the Microsoft registered "partner of record" for the customer. If the customer is lost to another partner, then the Software Maintenance fee is lost as well.

6.7 The Reseller will only qualify for the discount if the sale is initiated by the Reseller. This means that the reseller must register the sales opportunity with Tasklet Factory in advance to ensure coordination with any sales activities performed by Tasklet Factory.

6.8 Tasklet Factory is entitled to change prices and other terms of payment and delivery for the Products during the contract period. Prices are regulated, typically 3% on a yearly basis. Tasklet Factory is also entitled to change the terms in the appendices to this Agreement during the contract period. Such an alteration shall be enforced thirty (30) days after the reseller has received written notice from Tasklet Factory.

6.9 After receiving the Purchase Order from the Reseller, Tasklet Factory invoices the Reseller according to the number of licenses. Payment is due thirty (30) days after the date of invoice. Late payments will incur interests with LIBOR3 + 5%.

6.10 The Reseller will enter this agreement according to the Terms and Conditions as: (check one)

Platinum Reseller: Standard Reseller:

7. Training



7.1 To ensure that the Reseller is fully capable of selling and delivering Tasklet Factory's Products, the Reseller will obtain access to Tasklet Factory's Partner & Customer Portal.

7.2 The Reseller must commit to completing the basic training for all personnel actively involved in selling or delivering Tasklet Factory's mobile solution.

7.3 The basic training consists of e-learning courses, guides and manuals available on Tasklet Factory's Partner & Customer Portal.

7.4 After completing the basic training, the reseller can book advanced training sessions where Tasklet Factory will help the Reseller:

- Set up an in-house demonstration / test environment
- Help with customer installations
- Help design and develop customizations for customer projects
- Assist with product demonstrations
- Debug issues

7.5 The Reseller must take the lead on all customer projects and Tasklet Factory will commit to helping the Reseller as much as requested.

7.6 The time spent on advanced training is deducted from the Reseller's prepaid partner hours.

7.7 The Reseller commits to purchasing 20 hours of prepaid support when signing the contract and to purchase additional hours as needed.

7.8 An unlimited number of the Reseller's employees can participate in the advanced training sessions. These training sessions are performed using online meetings which are typically recorded and shared with the Reseller.

7.9 The price for the prepaid partner hours is in accordance with the latest official price list from Tasklet Factory.

7.10 The Reseller must acquire a suitable demo handheld device for conducting demonstrations for potential customers. The expense of the demo device is covered by the Reseller. This demo device can be acquired through Tasklet Factory.

8. Sales and marketing activities

8.1 The Reseller shall continuously promote marketing and sales activities to its customers in order to expand the sales of Products. The Reseller shall, to the extent possible, offer Tasklet Factory to participate in such activities.

8.2 The Reseller must conduct a yearly campaign to inform their existing customer base about Tasklet Factory's Products. The campaign can be a direct mail. Tasklet Factory can help with this campaign if given access to information regarding the Reseller's customers.

8.3 The Reseller must conduct at least two online webinars on a yearly basis, where potential customers are invited to see a demonstration of Tasklet Factory's solutions. Instead of webinars, Reseller can choose to conduct seminars on location. Tasklet Factory can assist with the webinars and perform the demonstrations.

8.4 The Reseller must list Tasklet Factory and Tasklet Factory's solutions on their website.

8.5 The Reseller and Tasklet Factory must have pipeline and status discussions at least every other month. The Reseller must appoint a dedicated person and inform Tasklet Factory with the contact details.

8.6 The Reseller agrees to allow Tasklet Factory to promote them as a reference on Tasklet Factory's website.

8.7 The Reseller agrees that Tasklet Factory may contact the Reseller's end users using Tasklet Factory's Products for customer satisfaction surveys, reference discussions and general information.

9. Support

9.1 The customer is required to purchase a minimum of 5 prepaid support hours that will be used when Tasklet Factory responds to request directly from the customer or from the Reseller on behalf of the customer.

10. Tasklet Factory's obligations

10.1 Tasklet Factory shall be required to offer new versions of its Products to be distributed by the Reseller under this agreement.

11. Damages

11.1 Neither party is liable for loss of production, loss of profit or any other indirect loss.

11.2 It is agreed upon that in the event of termination of this Agreement none of the parties will be entitled to compensation or any other damages for loss of future income, loss of goodwill, or etc.

12. Terms and termination of the agreement

12.1 This Agreement is valid in periods of 12 months, starting with the date of signing.

12.2 Each party has the right to terminate the Agreement by written notice to the other party no later than thirty (30) days prior to the expiration of the Agreement. If the Agreement is not terminated, it is automatically renewed for an additional twelve (12) months. The above-mentioned term of notice is applied to each new twelve (12) month period.

12.3 Tasklet Factory is entitled to terminate the Agreement in writing without notice if the Reseller is declared bankrupt, cancels its payments, enters into liquidation or commences composition negotiations.

12.4 Each party is entitled to an immediate termination of the Agreement, if a party commits material breach and does not correct the breach within forty-five (45) days after the party has been called upon to do so.

12.5 Upon the termination of the Agreement the Reseller shall return to Tasklet Factory all documentation and other property belonging to Tasklet Factory that the reseller has received under the provisions of the Agreement. The Reseller may not keep copies of any documentation.

13. Other provisions

13.1 Each party agrees to not disclose any confidential information about the other to any third party. This agreement of confidentiality shall remain in effect even after the termination of the main contract. The Reseller is prohibited, except for the purpose of exercising their obligation under this contract, to make use of confidential information about Tasklet Factory.

13.2 Tasklet Factory shall be entitled to transfer rights and obligations according to this Agreement to any third party without prior acceptance of the Reseller.

13.3 This Agreement with its appendices, is the sole agreement between the parties. Alterations or additions to the Agreement shall be made in writing and shall be signed by both parties. If one or more of the provisions of the Agreement, should prove unenforceable, this shall not be deemed to affect any other provision therein. The invalid

provision shall in such case be replaced with another, which are as far as possible reflecting the intentions of the invalid provisions.

13.4 The Agreement shall be governed by Danish law and any dispute shall be settled before the Court of Aalborg.

14. Related documents (appendices)

14.1 All documents related to this agreement can be found at www.taskletfactory.com or university.taskletfactory.com and is listed by name hereunder.

14.2 End User License Agreement

14.3 Software Maintenance Agreement

14.4 General Hardware Terms

14.5 Customer Price List

14.6 Prepaid Support Hours Information

<div><div>On behalf of</div><div>m-hance Limited</div><div>IP Address</div><div>-</div></div> <div><div>Chief Financial Officer</div><div>Simon Haigh</div><div>simon.haigh@mhance.com</div></div> <div><div><div><div></div><div></div><div></div></div><div><div></div><div></div><div></div></div></div><div><div>Signature will appear here</div><div>Simon Haigh (Jun 25, 2025 13:27 GMT+1)</div></div></div>	<div><div>On behalf of</div><div>TASKLET FACTORY ApS</div><div>Representative title</div><div>CEO</div><div>Company representative</div><div>Peter List</div><div>Email</div><div>peter.list@taskletfactory.com</div><div>IP Address</div><div>-</div></div> <div><div><div><div></div><div></div><div></div></div><div><div></div><div></div><div></div></div></div><div><div>Signature will appear here</div><div></div></div></div>
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End User License Agreement

Version 3.2

The License

The Licensor is the sole and exclusive owner of the Tasklet Factory Mobile WMS device and server software (in the following named "Software") When purchasing the Software, The Licensor grants the Licensee a non-exclusive and non-transferable right to use the software installed on only one specific MBS License at any time, all as specified in this agreement. The license is issued for an indefinite period of time.

The Software is a standard product. It is the sole responsibility of the Licensee to ensure that the Software, the features of the Software and the documentation fulfill the Licensee's requirements.

The terms and conditions of this License Agreement are applicable to the Software and all related documentation and further upgrades.

Issue and Use of the Software

The Licensor will issue one copy of the Software to the Licensee, for the use at the specified location and by the specified number of mobile devices.

The Software can only be used on mobile devices verified by the Licensor. See our latest version of Hardware Requirements List.

The Software can only be used to store, modify or show the data of the Licensee. Any third party use of the Software is not permitted, i.e. the Licensee will not grant the Software and the use of it, for the third party's own data.

Licensing

The Licensor is entitled to monitor and inspect the use of the Software to verify the Licensee's compliance with the terms and conditions of this agreement.

Copying the Software

The Licensee accepts not to copy the Software other than for normal system operation. For archival, back-up, development and test purposes copies can be taken. Any copies made, are subject to the terms and conditions of this License Agreement.

The Licensee must at all times maintain accurate and up to date records of the number and location of all copies of the software.

Disassembling, Decompilation or Reverse Engineering

The Licensee undertakes not to disassemble, decompile or reverse engineer the Software. In any other way or extent than if it is essential to do so in order to achieve interoperability of the software and ONLY to the extent that such operations are permitted according to mandatory legislation and the Licensee shall comply with that regulation in that respect. And provided that the information obtained by the Licensee during such decompilation is only used for permitted purpose and is not disclosed or communicated to any third party to whom it is not necessary to disclose or communicate such information without the Licensors prior written consent and is not used to create any software which is substantially similar to the expression of the software, nor used in any manner which could be restricted by copyright.

Upgrades

The Licensee can obtain standard upgrades (new releases, hot fixes, service packs) for the Software by signing a Software Maintenance Agreement. The Software Maintenance Agreement is mandatory for the first year after signing this License Agreement. The Licensor cannot guarantee that the Licensee can make any full use of all the upgrades. If the Software Maintenance Agreement is terminated by the Licensee, the Licensee hereby accepts not to use any hot fixes, service packs, releases, upgrades etc. released to the Software after the termination and until a new Software Maintenance Agreement has been signed.

Copyrights, Trade Marks, Other Intellectual Property Rights and Use of Licensors Name

Each and any right to the Software belongs to the Licensor. The Licensee only obtains a limited, non-exclusive and non-transferable right to use the Software in connection with the running of the Licensee's usual day-to-day business. The same applies for any customized software provided for by Licensor to the individual needs of the Licensee. The Software can thus not be sold, transferred, given away or in any way be passed to another user or owner. However, The Software can be included as a part of a wholly or partly business transfer.

The Licensee acknowledges that any and all of the copyright, trademarks, trade names and other intellectual property rights subsisting in or uses in connection with the Software including all documentation and manuals relating hereto, are and shall remain the sole property of the Licensor and related parties with regards to copyright, trademarks and other intellectual property rights. The Licensee shall not during or at any time after the termination of this License Agreement in any way question or dispute the title by the Licensor thereof.

Licensee agree that Licensor may use Licensee's name in lists, presentations, webpages and displays used by Licensor which generally describe its customers.

Limited Warranty and Liability

The Licensor shall not be liable to the Licensee for any loss or damage whatsoever or however caused arising directly or indirectly in connection with this License Agreement, the Software, its use or otherwise.

The Licensor expressly excludes liability for any indirect, special, incidental or consequential loss or damage that may arise in respect of the Software, its use or in respect of equipment property, or for loss of profit, business revenue, data, goodwill or anticipated savings.

In the event that any exclusion contained in this License Agreement shall be held to be invalid for any reason, and the Licensor becomes liable for loss or damage that may lawfully be limited, such liability shall be limited to the actual license fee paid by the Licensee.

In the event that the Licensee discovers a material error which substantially affects the Licensee's use of the Software, and the Licensee notifies the Licensor (in writing) of the error within 30 days from delivery, the Licensor shall use all reasonable endeavors to correct by patch or new release (at its option) that part of the Software which does not comply, or (at its option) reimburse Licensee the paid license fees paid regarding the Software. These are the sole remedies of Licensee and are PROVIDED THAT such non-compliance has not been caused by any modification, variation or addition to the Software not performed by the Licensor or caused by its incorrect use, abuse or corruption of the Software or by use of the Software with other software or on equipment with which it is incompatible.

It is a precondition for any liability by the Licensor for errors in the Software that the error can be recreated in a test environment by the Licensor.

In all and any event, no matter any degree of negligence, Licensor's total aggregated liability for loss or damage, arising out of or in connection with this License Agreement or the use or performance of the Software, shall not exceed the amount of the actual license fee paid by the Licensee regarding the Software.

WHERE ANY LIABILITY HAS BEEN LIMITED IN THIS LICENSE AGREEMENT, THE LIMITATIONS SHALL HAVE MAXIMUM EFFECT PERMITTED BY APPLICABLE LAW.

Force Majeure

None of the parties shall be held liable for any damages arising by the other party being delayed, hindered or prevented in the performance of its obligations under this License Agreement all caused by directly or indirectly consequences or other Force Majeure situations. Force Majeure situations includes war (declared or undeclared), mobilization, terrorism, catastrophes of the nature, strikes, lock-out, damage to production plant, import and export regulations, fire and any other unforeseeable circumstances beyond the control of the parties concerned.

Termination

This License Agreement is entered into for an indefinite period. The Licensee has the right to terminate this License Agreement upon one (1) month prior written notice to the Licensor. The termination does not grant the Licensee any right to any refunds of the paid license fee whatsoever upon termination of the License Agreement.

The Licensor can terminate this License Agreement with immediate effect if the Licensee breaches this License Agreement. The termination must be done in writing.

In case of termination of this License Agreement, the Licensee shall promptly erase and delete the Software and any copies thereof and promptly cease the utilization of the Software.

The Licensor can claim damages and pursue all other remedies according to applicable law.

Assignment

The Licensor can transfer or assign all rights or obligations under this License Agreement to another entity in the Licensor's Group without the prior consent of the Licensee.

The Licensee will not sell, distribute, rent, lend or transfer/assign the updates or the right to receive the updates to any party without the prior written consent of the Licensor.

Waiver

If one of the parties does not use their full right, or are delayed in using their right or remedy provided by this End User License Agreement or by law, that failure or delay will not result in a waiver of that specific or any other right or remedy for the specific party.

Severability

If any of these terms, conditions or provisions shall be determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall to that extent be severed from the remaining terms, conditions and provisions which shall continue to be valid to the fullest extent permitted by law.

Notices Between the Parties

Any notice to be given by either party to the other, may be sent as recorded delivery at the address stated in this License Agreement, or such other address given from time to time, in case the address of the Licensor or Licensee has changed.

Applicable Law and Venue

The rights and obligations of this End User License Agreement shall be constructed in accordance with the laws of Denmark. Any dispute, controversy or claim arising out of or in connection with the End User License Agreement shall be finally settled in accordance with Danish Law with The Court of Aalborg, Denmark, as venue.

Restricted Rights Notice for U.S. Government

If the Licensee is a unit or agency of the U.S. Government, the terms below applies:

- The Software is the trade secret of the Licensor for all purposes according to the Freedom of Information Act
- The Software is developed at the expense of the Licensor, and is an existing software product and no part of the Software is developed with government funds
- The Software is a commercial product and thus, pursuant to Section 12.212 of the Federal Acquisition Regulations (FAR), the Government's use, copy or disclosure of the Software is subject to restrictions set forth in this License Agreement
- The Software and all rights to the Software are reserved under the Copyright Laws of U.S., according to International Conventions



Software Maintenance Agreement

Version 3.3

1 Software Maintenance

This Software Maintenance Agreement ("the Agreement") entitles the Licensee to utilize the latest version of the Tasklet Factory Mobile WMS device and server software (in the following named "Software"), including service packs and hot fixes. The Licenser does not guarantee that the Licensee can fully utilize all service packs and hot fixes.

This Software Maintenance Agreement applies only to the Licensee. The Licensee must have purchased/subscribed the Software to be maintained under this agreement; must comply with the valid End-User License Agreement; and must at all times comply with this Software Maintenance Agreement in order to utilize any released version including hot fixes and service packs (in the following "the Updates").

The Licensee is required to follow all instructions given by the Licenser regarding installation and use of updates. Furthermore, the Updates are a standard upgrade, and it is the responsibility of the Licensee to ensure that the Updates, the functions of the Updates, the effect of the Updates and the documentation fulfill the Licensee's requirements and the Licenser hereby renounce all liability in relation to this.

2 Agreement Period

The Agreement period runs from the date the licenses are purchased through the 30th of June, unless purchased within 3 months of June 30th. If purchased within three months of June 30th then the Agreement period would run through June 30th of the following year. The Licensee can decide to extend the Agreement period to qualify for a discount.

3 Prices *

The price for the Software Maintenance is 20% of the license value per year. The license value is calculated according to the total purchase value of the devices licensed. Be aware, that the price is calculated according to the latest purchase.

Example:

The license value = (the latest purchase server license value) + (total number of devices x latest purchase device license value).

If the Licensee agrees to a 3-year term period, then the price is 16% of the license value per year. To qualify for the discount the Licensee must pay for the full duration of the agreement up front.

* Not relevant for Subscription Licensees as Software Maintenance is included in the monthly subscription costs.

4 Termination

The Agreement can be terminated by email notification to sales@taskletfactory.com at any time. Prepaid fees are non-refundable, but the Agreement will remain in effect until the prepaid period runs out.

5 Renewal

Unless terminated with a written notice to the Licensor prior to the expiration of an upgrade period, the Agreement is continuously renewed with an additional one-year period. In the event that the Licensee does not want to extend the Agreement, the Licensee must terminate the Agreement in writing within 14 days of receiving the invoice. This is done by sending an email to sales@taskletfactory.com.

6 No Software Maintenance

After the termination of the Agreement the Licensee is not entitled to utilize, implement, download or in any other way use any updates released AFTER the Agreement has been terminated.

If the Licensee requires utilizing any updates after the termination of the Agreement, the Licensee must sign a new Software Maintenance Agreement from the date of termination of the previous Software Maintenance Agreement and pay a penalty fee as defined in the current pricelist.

7 Invoicing

The Software Maintenance is invoiced when the related licenses are purchased.

If the Licensee purchases additional licenses, then these licenses are added to the current Software Maintenance Agreement. The Licensee will be invoiced for the period from the purchase date to the end of the current agreement period.

Example:

Current agreement interval: 01.07.2018 – 30.06.2021

Current price: 16%

If the Licensee adds licenses on 01.07.2019 then the Licensee is invoiced for 2 years but will still qualify for the discounted price. The invoiced amount is: Current License Price x 16% x 2 years = Current License Price (discounted invoice price).

8 Limited Warranty

The Licensor does not warrant or guarantee any of the following:

- Retrospective compatibility between updates and new versions/releases and their functionality, or between linguistic or country specific functionality.
- The Licensee's full functionality of the updates and new versions/releases.
- Updates and new versions/releases will not conflict with any changed functionality/other modifications conducted in the Licensee's software, i.e. that they will not be fully functional after the installation of the updates.
- The release of a new version of the Software if a new version of Dynamics BC/FO is released. Licensor will, however aim to release new versions following the release of new versions of Dynamics BC/FO.

The Licensor shall not be liable to the Licensee for any loss or damage whatsoever or however caused arising directly or indirectly in connection with this License Agreement, the Software, its use or otherwise.

The Licensor expressly excludes liability for any indirect, special, incidental or consequential loss or damage that may arise in respect to the Software, its use or in respect of equipment property, or for loss of profit, business revenue, goodwill or anticipated savings.

In the event that any exclusion contained in this Software Maintenance Agreement shall be held to be invalid for any reason, and the Licensor becomes liable for loss or damage that may lawfully be limited, such liability shall be limited to the actual annual Software Maintenance Agreement fee paid by the Licensee.

In the event that the Licensee discovers a material error which substantially affects the Licensee's use of the Software, and the Licensee notifies the Licensor (in writing) of the error within 30 (thirty) days from delivery, the Licensor shall use all reasonable measures to correct by patch or new release (at its option) that part of the Software which does not comply. These are the sole remedies and are PROVIDED THAT such non-compliance has not been caused by any modification, variation or addition to the Software not performed by the Licensor or caused by its incorrect use, abuse or corruption of the Software or by use of the Software with other software or on equipment with which it is incompatible.

It is a precondition for any liability by the Licensor for errors in the Software or updates that the error can be recreated in a test environment by the Licensor.

WHERE ANY LIABILITY HAS BEEN LIMITED IN THIS SOFTWARE MAINTINENCE AGREEMENT, THE LIMITATIONS SHALL HAVE MAXIMUM EFFECT PERMITTED BY APPLICABLE LAW.

9 Intellectual Property Rights

The Licensee acknowledges that any and all of the copyright, trademarks, trade names and other intellectual property rights subsisting in or uses in connection with the updates, and the software for which the updates are intended, all documentation and manuals relating hereto, are and shall remain the sole property of the Licensor

and related parties with regards to copyright, trademarks and intellectual property rights. The Licensee shall not during or at any time after the expiration or termination of this Software Maintenance Agreement in anyway question or dispute the ownership by the Licensor thereof.

The Licensee will not reverse engineer, disassemble, brake or change any access codes, if any. Further, the Licensee will not change or remove any specifications in the updates or the Software for which the updates are intended, or make changes to the media on which the updates are delivered, or to change any statements on property trademarks etc.

10 Assignment

The Licensor can transfer or assign all rights or obligations under this Software Maintenance Agreement to another entity in the Licensor's Group without the prior consent of the Licensee.

The Licensee will not sell, distribute, rent, lend or transfer/assign the updates or the right to receive the updates to any party without the prior written consent of the Licensor.

11 Waiver

If one of the parties does not use their full right or are delayed in using their right or remedy provided by this Software Maintenance Agreement or by law, that failure or delay will not result in a waiver of that specific or any other right or remedy for the specific party.

12 Force Majeure

None of the parties shall be held liable for any damages arising by the other party being delayed, hindered or prevented in the performance of its obligations under this Software Maintenance Agreement all caused by directly or indirectly consequences or other Force Majeure situations. Force Majeure situations includes war (declared or undeclared), mobilization, terrorism, catastrophes of nature, strikes, lock-out, damage to production plant, import and export regulations, fire and any other unforeseeable circumstances beyond the control of the parties concerned.

13 Severability

If any of these terms, conditions or provisions shall be determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall to that extent be eliminated from the remaining terms, conditions and provisions which shall continue to be valid to the fullest extent permitted by law.

14 Notices Between the Parties

Any notice given by either party to the other, may be sent as recorded delivery at the address stated in this Software Maintenance Agreement, or such other address given from time to time, in case the address of the Licensor or Licensee has changed.

15 Law and Venue

The rights and obligations of this Software Maintenance Agreement shall be constructed in accordance with the laws of Denmark. Any dispute, controversy or claim arising out of or in connection with the Software Maintenance Agreement shall be finally settled in accordance with Danish Law with The Court of Aalborg, Denmark, as venue.



General Terms Hardware

Version 2.2

Objective

These conditions ("the Conditions") are applicable for any purchase of hardware ("the Hardware") from Tasklet Factory. Deviations are only acceptable with expressed consent from Tasklet Factory in written.

Offers

Tasklet Factory offers are non-binding unless expressly stated otherwise. If a confirmed order refers to delivery of the Hardware as a part of a system, Tasklet Factory reserves the right to change the configuration or replace the Hardware with other Hardware of equal value and performance capabilities. Tasklet Factory reserves the right to change quantities and time limits as long as this can be effectuated without material disturbance of the Customer.

Prices

Prices stated in the order confirmation are definitive. All prices are Ex-Works (ref. Incoterms 2010) and do not include packaging, freight, insurance, customs and sales tax. Where unforeseeable costs occur after conclusion of contract during fulfillment of the order Tasklet Factory reserves the right to adjust prices within the framework of the total delivery and without charging additional profit. Standard terms of payment are 8 days after the issue of invoice. The invoice is issued when the Hardware is delivered. Late payments will incur interests at the rate of EURIBOR3 + 7%.

Offset and Withholding

The Customer is only entitled to offset with uncontested or legally justified counterclaims, which also applies for withholding of assets.

Delivery

Tasklet Factory attempts to deliver according to the demand of the Customer and shall be entitled to deliver as soon as possible according to the demand of the Customer. However, Tasklet Factory shall be entitled to deliver up till 14 days after an agreed delivery date without resulting in remedy for breach.

In the event that delivery takes place later than 14 days after an agreed delivery date the Customer shall have the right to revoke the delivery. Revocation shall not allow the Customer to pursue remedy, just as no other remedy for breach, such as claims for damages, discount or the like shall be applicable.

Transfer of Risk

Risk of accidental destruction of goods shall transfer upon beginning of transfer, or at the earlier time, when the goods are reported ready for collection ex. works.

Retention of Title

Tasklet Factory retains the title to all delivered goods, until payments of all claims from the current and previously delivered contracts have been completely paid. The Customer is required to keep all delivered goods separate from other goods, and keep the goods clearly marked with the name of Tasklet Factory until the execution of effective payment.

Defect

Any defect which originate from the product as such including its' design, construction, choice of material etc. must be levelled with the manufacturer. Such defects can under no circumstances be levelled with Tasklet Factory. Only if a defect is due to handling or packaging or other actions in the period where the goods were subject to the control of Tasklet Factory the defect can be levelled with Tasklet Factory. The Customer shall immediately examine the goods and report visible defects to Tasklet Factory.

Return Policy

Tasklet Factory does not grant any right of cancellation upon an order being placed to procure hardware. No returns will be accepted, and no refunds will be given unless the product arrives broken or is DOA (Dead on Arrival).

Jurisdiction

Danish law shall apply to the Conditions. Any dispute, controversy or claim arising out of or in connection with the Conditions shall be finally settled in accordance with Danish Law with The Court of Aalborg, Denmark, as venue.



Prepaid Support Hours Information

Version 1.0

1 Support

The goal of the Tasklet Factory support team is to provide fast and qualified support with a minimum of administration. The primary contact point for the support team is the “Service Desk” portal which can be found here:

<https://help.taskletfactory.com>

2 Prepaid Customer Support

Typically, there is very little support needed to keep the Mobile WMS solution running and most incidents can be handled very quickly using our remote tools. To keep the invoicing to a minimum, each customer has a pool of prepaid support hours that is deducted when the service desk is contacted either directly by the customer or by the reseller on the customer’s behalf. The minimum time is 5 hours and this typically lasts a full year. With this approach, invoicing is kept to a minimum and our support team can focus on providing fast assistance. The prepaid hours NEVER expire and the hours are deducted as soon as they are used (the actual time). It is always possible to contact Tasklet Factory to get a statement of the remaining hours and what the time has been spent on. A statement is usually sent out whenever work has been done.

The typical tasks for customer support is:

- Assistance with mobile devices or wireless networks
- Answering usage related questions
- Assistance with trouble shooting
- Assistance in a “production stop” scenario
- Changing configuration if the Dynamics 365 BC/NAV or FO/AX environments change

The goal is to keep the Mobile WMS solution running and assist in any way we can if a problem occurs.

3 Prepaid Partner Support

Our partners typically require a little more assistance, but the concept of the prepaid support is the same. The minimum time is 20 hours. The goal is to provide fast and qualified assistance to the consultants and developers responsible for delivering the Mobile WMS solution. Tasklet Factory’s goal is NOT to sell hours, but to provide assistance when needed. The assistance needed varies from reseller to reseller, typically related to the number solutions they have delivered.

The goal is that every reseller can deliver a project with minimum involvement of Tasklet Factory. In our experience the partner support is most valuable if it can be provided quickly, without waiting for PO numbers or other administrative hurdles. And combined with the fact that we typically can help a developer / consultant with a minimum of spent time, we believe that the prepaid option is the best solution for all. The partner support tasks typically consist of:

- Product training
- Development assistance/training
- Troubleshooting
- Sparring partner in response to customer requests
- Requirement analysis

The prepaid hours NEVER expire and the hours are deducted as soon as they are used (the actual time). It is always possible to contact Tasklet Factory to get a statement of the remaining hours and what the time has been spent on. The goal is to keep our partners effective in their delivery of the Mobile WMS solution.








TASKLET - RESELLER AGREEMENT Version 4.12.g - Blank

Final Audit Report

2025-06-25

Created:	2025-06-25
By:	Chris Booth (chris.booth@m-hance.com)
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-  Document created by Chris Booth (chris.booth@m-hance.com)
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-  Email viewed by simon.haigh@mhance.com
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-  Agreement viewed by simon.haigh@mhance.com
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-  Signer simon.haigh@mhance.com entered name at signing as Simon Haigh
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