

# Terms and conditions: Next software products you buy

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nextway®

We make companies more efficient and people's lives at work easier. We replace processes that involve paper documents, Post-its, spreadsheets, and emails with easy-to-use software. Our Next smart process applications boost corporate efficiency, scalability, and the personal joy of work. Since 1986, we have served our customers from all over the world, through a network of certified partners and own offices in Denmark, Finland, Germany, Norway, Sweden, Switzerland, and the UK.

making good business run better.

# These terms and conditions

These terms and conditions apply to any delivery of a Next software product from Nextway and describe how you acquire, install, use, upgrade, extend, and finally decommission a Next software product.

*Only for software you buy.  
Not for subscriptions or  
cloud services.*

This edition is relevant for Next software products you buy to install and run on your own servers, or in a datacenter of your choice. If you instead choose to subscribe to the Next software product, or to a cloud service based on the Next software product, then this edition is not relevant.

The purpose of these terms and conditions is to protect yours, our, and third parties' fair interests. They constitute an agreement between you (or the company you represent) and Nextway Software A/S.

If you do not accept this agreement, do not install and use the Next software product.

## License

*A license to use the software*

When you purchase (and pay for) a Next software product, we (Nextway Software A/S) grant you a nonexclusive license to use the Next software product. The ownership of the Next software product itself and the intellectual property rights remains ours, for us to license to others.

The license gives you the right to use one copy of the software for your company's internal usage. It does not give you the right to copy, redistribute, sell, or share the software. Nor does it give you the right to reverse engineer or modify the software.

You can make a reasonable number of backup copies. If you want to keep an extra copy available for high availability purposes – cold or hot – you need a Next High Availability License. If you want to run additional copies for testing or training, you will need a Next Quality Assurance License.

You can transfer a license to other companies in the same group — to companies owned more than 50% by or owning more than 50% of the company, holding the license. You must notify us and get a written confirmation before doing so.

*Special licenses available*

If you want to provide billable services, based on the Next software product, you must acquire a Next Service Provider License.

To allow you to pay only for what you need, we typically license Next software products with one or more usage restrictions: maximum number of users, number of documents, server size, product edition, execution platforms, and available features are such usage restrictions. We count extended named users, where each named individual person (and system) that accesses the software (directly or through other systems) counts towards this number. If you serve many external users, it is cost effective to add the External Access feature to your license.

The Next License Entitlement lists the licensed features and the usage restrictions that apply. If you intend to deploy Next software product widely or resent keeping track of your actual use, you may consider a Next Enterprise License without these restrictions.

You are responsible that any use of the Next software product — by you or any third party you allow access to the Next software product — are in line with your license.

*When you extend the use —  
tell us*

For us to verify your usage, you must accept that the Next software product collects usage data and allow us to access and use these data. If you exceed the agreed usage restrictions, you must notify us. We will then issue an extended license and invoice you the applicable additional license fee (and associated service plan fee). If the use of the Next software product declines, you are not eligible for any refunds.

## Warranty and claims

*Our software is not bug free*

Despite our best efforts, we cannot guarantee that our Next software product is bug free.

We do warrant that the Next software product will conform materially to the product documentation when used in the environment, the software is designed for.

We maintain an updated list of known bugs and continuously develop and release product updates to provide new features and fix bugs to the benefit of all customers with an active Next Software Service Plan. If we breach this warranty we will: 1. Use reasonable efforts consistent with industry standards to develop a product update, or 2. Provide a circumvention, or 3. Update the product documentation. You must accept that minor defects may not be corrected.

For us to recognize an undesired behavior as a defect, we must be able to reproduce it using an unmodified copy of the Next software product with the most recently released product update. It is also a condition that the undesired behavior is not caused by your environment, custom software, or any third-party product or service.

If the Next software product does not function as stated above during the warranty period (12 months from the initial license date), and we — with your assistance — are unable to make it do so, you may terminate your license, return the product, and your license payment(s) will be refunded.

This warranty replaces all other warranties, including any implied warranty.

## Your responsibilities

*You have responsibilities too*

You as a customer must:

- Assure that the Next software product is suitable for your specific business needs.
- Provide an adequate environment for running the Next software product. (See the documentation)
- Conduct IT ops procedures to provide safe, secure, and reliable operations.

We are happy to provide you with any available information and offer our paid services. But the responsibility is yours.

## Third-party software

When Next software products contain third-party software components, it is our responsibility that any additional terms and conditions are listed in the documentation. If

listed, such additional terms and conditions will apply for your usage of the Next software product.

## Software services

*A service plan is mandatory for the first year*

We provide software services — product updates with new features and bug fixes, help desk, and documentation — to customers with an active Next Software Service Plan. Look up: [nextway.software/plans](https://nextway.software/plans) for details.

For the first year, a service plan of Business Support or better is mandatory.

We calculate the service plan fee based on the original undiscounted Next software product license value. We adjust this license value annually — according to your national consumer price index. Predictable and fair.

## Future updates

*We release updates continuously*

We constantly enhance our Next software products. Product updates include new features and bug fixes. Until the Next software product is announced to be “sunset”, we release product updates continuously and make them available for download from our website. You may choose to do so yourself or hire one of our specialists to do it for you. Functions and features may be changed or removed from the Next software product as part of a product update without prior notice. Product updates may require adjustments in your setup, or custom extensions. We document such prerequisites as part of our software services. Any efforts needed to make such adjustments are your responsibility, and any assistance you require from us will be invoiced. We may choose to introduce selected new features as a new separately licensed product or module.

## Help desk and email support

*Call our Help desk with an unlimited number of questions*

You can call the designated local help desk number on workdays Monday through Friday from 9:00 am to 4:00 pm local time with an unlimited number of questions related to the operation of your Next software product. [nextway.software/en-us/support/help-desk](https://nextway.software/en-us/support/help-desk) lists the available numbers. We consider calls to any other number a consultancy request and will invoice the time used. You do not get training or consultancy services as part of the help desk support. If any of your questions require either training or consultancy, we'll let you know and will ask you if you want to continue with a Professional services consultant. As part of the help desk service, our engineers will help you troubleshoot and resolve any challenges you encounter with the Next software product. If a problem does not originate from the Next software product (e.g. operator error, Windows, custom software, settings etc.), we will notify you that any consultancy assistance in this matter will be invoiced.

To provide these help desk services, our engineers may need the assistance of your staff and to access selected servers and client computers using our online tools. If you are not able to provide this, you must accept deferred delivery of our help desk services. We will invoice you separately for any additional efforts and costs caused by this.

## Guaranteed response time

*Well-defined SLA,  
and if we fail we pay*

To optimize your help desk service experience, we categorize your help desk request as one of four categories and process it accordingly. Look up [nextway.software/plans](https://nextway.software/plans) for the response times associated with each Next Software Service Plan.

## Failure to respond within response time

We will make any reasonable efforts consistent with industry standards to respond to your help desk requests within the defined response time. If we fail to do so, we will compensate you the full amount paid for help desk support on the specific Next software product for that month. We cannot guarantee a specific resolution time, as it always depends on the complexity of the situation at hand.

## Additional terms

If you require help desk support and you have a Next Software Service Plan without help desk support included, you will need to buy Next Support Tickets. If you need help desk support outside normal office hours, you will need to buy 24x7 support tickets.

*Stay up to date*

As part of our software services we only provide product updates to the most recently released product and help desk support for product versions that are 18 months old or newer.

## Confidentiality and personal data

*We keep your secrets*

We are obliged to keep confidential any sensitive knowledge we gain about you and your business as part of our dealings with you. Each of our employees has signed an extended confidentiality agreement and is bound to protect this confidentiality. If you want to implement any other non-disclosure agreement, you must submit it to the Nextway headquarters for prior approval and registration. You can do so at [management@nextway.software](mailto:management@nextway.software).

You agree that we may use feedback provided by you for any business purposes.

*You keep our secrets*

You, on the other hand, are only required to keep information obtained from us confidential if it is clearly marked confidential, or you are notified about its confidentiality in writing.

We collect, protect, use, and discard personal data in accordance with Nextway's policy for protecting personal data. The document is available from our website. Please familiarize yourself with its content.

*We log your mails in Next*

All correspondence with you is automatically captured, kept, and shared in our Next Enterprise Archive. If you correspond with Nextway staff on strictly private matters using email, you may mark the email subject with #PRIVATE to avoid sharing the email with

others. If you mark the mail #CONFIDENTIAL, it will still be considered business relevant, but with limited access for others than the intended recipient.

## Liability

We accept the responsibilities of being a professional supplier, and we have reasonable insurance coverage. However, we cannot be held liable for incidental, indirect, consequential, or unforeseeable losses including: damage or expense, loss of profits, loss of business, loss of opportunity, and loss of or corruption of data.

*Product liability as the law requires*

We assume mandatory product liability for the Next Software Product as defined by applicable law. Besides this, we assume no other liabilities.

If you are entitled to seek compensation from us regarding any claim, it may never exceed the fee you have paid us for the Next software product. If you seek economic compensation beyond this, you must take out appropriate insurance coverage.

## Third-party claims

We will defend you against any claims, made by an unaffiliated third party, that your use of the Next software product infringes their patent, copyright, or trademark. We will, at our option and expense, either: 1. Secure you the right to continue using the Next software product, 2. Update the Next software product so that it no longer infringes their rights, or 3. Arrange for a refund of the license fee and terminate the License.

You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance in defending the claim. This is your sole remedy in case of such a third-party claim.

## Force majeure

Neither of us will be held responsible for failing to perform our obligations because of a force majeure event, such as: war, strike, extreme weather, disturbances in the public telecommunication network, interference with the internet connection or similar events, provided that we could not anticipate this when we made the agreement.

## Severability

We serve customers in many countries, and local legislation may collide with one or more of our terms and conditions. If any single term or condition is found to be invalid or unenforceable, the remaining are unaffected.

## Changes to these terms

### *Terms may change*

Additions or modifications to these terms and conditions are only valid if they are in writing and are signed and confirmed by us. Resellers and local Nextway offices are not authorized to make such additions or amendments.

Our customer relations typically last for decades. As technology and business environments change more rapidly, we need to be able to adjust our terms and conditions accordingly. We reserve the right to change these terms and conditions with 12 months' notice. Notification will happen by email and on our website.

## Termination

You may terminate your license at any time, with a written notification to us. In this case, all your license rights to the Next software product ceases. You may downgrade or terminate your Next Software Service Plan with three months' notice at the end of each 12-month period, with a written notification to us. Terminations and downgrades are not in effect until you have received a written confirmation from us.

Only if you materially neglect to comply with this agreement, and only if you fail to adhere when asked to do so in writing (email), can we, with 30 days prior written notice, terminate your license. If so, all your license rights to the Next software product are terminated, and you must destroy all copies of the Next software product.

Terminating a license does not eliminate your obligation to pay the agreed license fee — already invoiced or not — unless the termination is caused by our material breach of this agreement.

In case your use of our help desk and other services proves to be abnormal, and we together cannot resolve this, we may choose to downgrade your Next Software Service Plan to 'Ad Hoc Support' with three months' notice at the end of a 12-month period.

## Transfer

We may transfer our rights and obligations in relation to this agreement to a third party with prior written notice.

## Disputes

### *Local law and in due time*

The agreement is governed by the laws of Denmark. If you have engaged with a local Nextway office outside of Denmark, the laws of this country apply. The venue is the court of law of where the Nextway office is located.

Neither of us may take legal action arising from this agreement more than 12 months from the time when we initially had the opportunity to do so.

## What did we change

This is a complete rewrite of our terms and conditions. The basic conditions are the same, but the wording is more clear and direct. Less legal jargon, more straight talk.

## Definitions

**agreement:** if you acquired the Next software product from a third party, these terms and conditions together with the Next license entitlement constitute our mutual agreement. If the delivery is made by Nextway, the order confirmation, any documents mentioned in the order confirmation, and these terms and conditions constitute our mutual agreement.

**best practices:** a methodology that, through our — and others' — experience, has proven to reliably lead to the desired result. All with reasonable efforts, and consistent with good business and IT practices.

**business relevant:** any mail (or other correspondence) with Nextway staff is considered business relevant unless it is clearly marked #PRIVATE. Business relevant correspondence is automatically filed in our Next Enterprise Archive.

**consultancy services:** any task performed by Nextway Professional Services staff in the areas of: advising, analysis, configuration, design, development, documentation, implementation, testing, and training.

**custom software:** software developed to the specifications of you or others. Custom software comes without any of the provisions you would expect of a standard software product.

**extended named users:** each individual, named person (and system) that accesses the software (directly or through other systems) count. If you serve many external users, it is cost effective to add the External Access feature to your license.

**External Access feature:** a license feature that allows you to add numerous external, named users to a Next software product at a lower price point.

**external user:** any individual accessing the Next software product who is not an Internal User.

**internal user:** any individual, named person employed by the company holding the license or working in the interest of this company – e.g. providing business process outsourcing services.

Your customers, suppliers, and partners are not considered internal users.

**license:** a non-exclusive right to use a Next software product on the terms and conditions specified in this document. The exact license content is documented in the Next License Entitlement.

**Nextway:** an international software vendor with legal entities in several countries. For all practical purposes, you deal with Nextway as if it was one legal entity.

**Next Enterprise License:** a special license form with few or no usage restrictions. This license is typically used by companies looking to deploy Next software products broadly.

**Next High Availability License:** an additional license that allows you to install one or more copies of a Next software product to serve in a hot or cold high availability setup. The license comes at a reduced license fee.

**Next License Entitlement:** a formal document listing the licensed Next software product, features, and usage restrictions.

**Next Service Provider License:** a special license that allows you to offer paid services to third parties based on a Next software product. The license comes at an additional license fee.

**Next Support Ticket:** a way to purchase help desk support, if you have chosen a Next Software Support Plan without help desk support included. Look up [nextway.software/tickets](https://nextway.software/tickets) for the details.

**Next Quality Assurance License:** an additional license that allows you to install one or more copies of a Next software product to serve in a setup for test and training. This license comes at a reduced license fee.

**Next software product:** a standard software product owned, developed, maintained, and made generally available by Nextway Software A/S. Product documentation (technical product configuration, technical product specifications, user

manuals and guidelines) provided with the software or made available by us on [nextway.software](http://nextway.software) is part of the Next software product. Any extensions to the Next software product delivered as custom software are not part of the Next software product. The use of Next software products is regulated by: 'Terms and conditions for Next software products.'

**Next Software Service Plan:** a prepackaged offering complementing your software license with product updates, bug fixes, and help desk support. Look up [nextway.software/plans](http://nextway.software/plans) to see the different options.

**product updates:** new features and bug fixes developed for the Next software product. Product updates are continuously made available on [nextway.software](http://nextway.software) for customers with an active Next Software Service Plan.

**standard software products:** a standard software product owned, developed, maintained, and made generally available by a third party through Nextway or a Next software product owned by Nextway Software A/S

**software services:** all the services complementing a professional standard software product — product documentation, help desk, road map, product updates, and online training.

**sunset:** when a Next software product is no longer developed and marketed.

**terms and conditions:** a written document outlining the obligations and rights imposed on the parties entering into an agreement regarding a delivery. Specific terms and conditions always take priority over more generic terms and conditions.

**usage restrictions:** allow you to purchase Next software products for a specific use at a considerably lower price point than if you were to acquire a completely unlimited version of the product. Typical restrictions are: number of users, number of documents, and selected features. But other restrictions exist. What restrictions apply to your license is documented in the Next License Entitlement and the product documentation.

**software:** computer code and supporting documentation. Software comes as custom software or standard software products.

**software license:** a non-exclusive license to use a standard software product on your own servers or in a data center of your choice. Licenses for Nextway's Next software products are issued by Nextway Software A/S.