

This End-User License Agreement (EULA) is a legal agreement between you (either as an individual or on behalf of an entity) and iGobe Aps regarding your use of iPlanner Add-in for Office 365 and associated documentation. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS EULA, DO NOT INSTALL, USE OR COPY THE SOFTWARE.

Definitions

Unless the context or circumstances clearly suggest otherwise, the following capitalized terms shall have the meanings stated below:

For the purposes of these license conditions, the Licensor means iGlobe ApS, VAT DK-32643000, Marielundvej 18, DK-2730 Herlev, Denmark. This license agreement is concerning the Office Add-in developed by the Licensor,

Outlook Office Add-in iPlanner Pro for Office 365
Excel Office Add-in iPlanner Pro Pro for Office 365

The Customer means the legal or natural company or companies who is subject to these license conditions as a user of the Add-in.

The license

The Add-in is integrated into standard applications to which third-party producers have the rights. In this case Microsoft. The Customer accepts that in relation to these license conditions the Licensor does not represent such third-party producers, for which reason such producers' license conditions apply directly between the third-party producers and the Customer for the purposes of the standard applications. Thus, no third-party product is covered by these license conditions. The Add-in requires a valid Microsoft Office 365 subscription, with an active Office 365 Planner. The add-in is based on requirements from Microsoft to follow the Microsoft Office 365 Model for authentication and AD consent. The Add-in is following best practice from Microsoft in regards of Office add-ins to Microsoft Office 365. The Add-in is using the Microsoft Graph API provided by Microsoft. The Add-in will therefore only provide functionality within the capabilities provided by the Microsoft Graph API. The Licensor cannot be held responsible for changes in the functionality of the Add-in due to changes made by Microsoft to the Graph API or the Office Add-in model. The Licensor can only guarantee the add-in will function as any other Office Add-in using the best practice requirements for Office add-in made by Microsoft. This also means in regards of OS platform and device used.

The Licensor hereby grants the Customer a non-exclusive, non-transferable subscription-based right of use in the subscribed Add-in and ancillary documentation. The right of use only covers the Customer's use of the Add-in. The Customer is thus not entitled to use the Add-in for e.g. facility management activities, letting or other use for a third party. The Customer's right to use the Add-in only covers the number of users to which the Customer subscribes to from time to time. The license is a, per user per month, subscription-based lease agreement to be paid in advance. As a standard, the subscription is based on a half yearly payment. Subscription of more than 100 users, can be agreed as a monthly, quarterly or yearly payment. Subscription is regulated quarterly or on payment. Information regarding changes to the number of subscriptions must be given to iGlobe in writing before a new settling period.

The price is fixed by the Licensor in accordance with iGlobe ApS' list price applicable at the time when the renewal is payable. All iGlobe ApS' stated prices are excluding VAT, taxes and dues incumbent on or imposed products of the said nature, unless otherwise expressly stated.

The subscription can be terminated at three months' notice. The termination must be submitted in writing per e-mail or letter to iGlobe.

Maintenance and upgrades.

The Licensor shall keep the Add-in updated and upgraded, whining the capabilities offered by Microsoft API, so that the Add-in regularly are improved and enhanced.

Privacy Notices

The Add-in communicates with iGlobe Azure service for these purposes: (1) updating the Software; (2) license handling, only the users in the add-in management will have access to use the add-in; and (3) sending anonymized usage data so we may improve the Software; and (4) to handle the logic of the application and get the Planner tasks for the specific user.

Automatic Add-in Updates. Patches, bug fixes, updates, upgrades or other modifications to improve the Software. The customer agree that the Licensor may automatically update the Add-in without providing any further notice or receiving any additional consent. This feature cannot be disabled.

License handling. The Customer must accept, that the Licensor is keeping the subscribers email address for the sole purpose of license management making sure the number of users is within the agreed subscription. The Licensor is committed to keeping e-mail address confidential. We do not sell, rent, or lease our subscription lists to third parties, and we will not provide personal or company information to any third-party individual, government agency, or company at any time unless compelled to do so by law.

Anonymized Usage Data. iGlobe collects anonymized data about the usage of the Software to help us make it more awesome.

Data and Logic of the application. The add-in is a SaaS service, where the Licensor host the logic and functionality of the Add-in on iGlobe Microsoft Azure service. The Add-in is only added on the Customer Office 365 Exchange Online and not on any physical clients. The Add-in do not save any data locally on the device used. No data is saved on any iGlobe services. Data is located on the Customer Office 365 tenant.

Customer obligations

The Customer shall be responsible for having access to the Internet in order to access the Add-in. The Customer shall be responsible for managing the user access to the add-in from the portal provided by the Licensor. The Customer must follow the specification set by Microsoft for using Office Add-ins correctly.

Defects

The Licensor points out that it is not practically possible to produce software that works error-free in any situation and combination. The Add-in is delivered on an "as is" basis, and no warranties, undertakings or remedies for breach of contract.

If the Customer, without the Licensor's consent, performs or has performed changes to the Add-in or connects / embeds other equipment / applications that influence the Add-in, the Licensor is in future entitled to demand release of any type of obligation in relation to the Add-in, including remedy of defects. If the Customer restores the initial situation, the Licensor's obligations remain in force. The Licensor is entitled to check that the initial situation has been restored and to claim payment therefor.

Disclaimers and Limitations on Liability

THE SOFTWARE IS PROVIDED ON AN "AS IS" BASIS, AND NO WARRANTY, EITHER EXPRESS OR IMPLIED, IS GIVEN. YOUR USE OF THE SOFTWARE IS AT YOUR SOLE RISK. The Licensor does not warrant that (i) the Software will meet your specific requirements; (ii) the Software is fully compatible with any particular platform; (iii) your use of the Software will be uninterrupted, timely, secure, or error-free; (iv) the results that may be obtained from the use of the Software will be accurate or reliable; (v) the quality of any products, services, information, or other material purchased or obtained by you through the Software will meet your expectations; or (vi) any errors in the Software will be corrected.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE LICENSOR SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF THE LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) RELATED TO THE SOFTWARE, including, for example: (i) the use or the inability to use the Software; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the Software; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third-party on the Software; (v) or any other matter relating to the Software.

The Licensor reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Software (or any part thereof) with or without notice. The Licensor shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Software.

Infringement of third-party rights

The licensor warrants that the Product does not infringe third-party rights.

If a third party submits a claim against the Customer contending that the Add-in infringes a third-party right, the Customer must inform the Licensor thereof in writing. Subsequently, the Licensor assumes the entire matter and all incidental costs and conducts for example settlement negotiations, legal steps etc. at its own discretion.

The Licensor indemnifies the Customer in connection with such claims from a third party, including for any necessary and unavoidable costs, compensation etc. which a claimant would be awarded. In addition, the Customer cannot claim any other remedies for breach of contract vis-à-vis the Licensor.

Assignment

The Licensor is entitled to assign its rights and obligations in whole or in part under these license conditions to a third party.

Disputes

The Parties must seek to solve any disagreements about the interpretation and performance of these license conditions in negotiations. If a settlement solution has not been reached within 14 days after the demand for negotiation, the dispute may be brought before the ordinary courts of law at the Licensor's venue.

These license conditions are governed by Danish law.