Statical Prism Terms and Conditions

Statical ApS

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Definitions

The software Prism for AL Standard Edition and/or Prism for C/AL Standard Edition, depending on which products are included in the subscription.

Initial trial license A license automatically installed the first time a user launches the software.

Evaluation license A license issued to a person or company for evaluation purposes.

Named user license A license of the software issued to an individual.

Company-wide license A license of the software issued to a company.

Customer contact A person representing the company purchasing a subscription; typically the person who orders the license.

Subscription period The period from a subscription is ordered until one year later.

License expiration date The date the license is agreed to expire: Initial trial licenses expire fourteen days after the software is launched for the

first time. An evaluation license expires as agreed when the copyright holder issues the license. Named user and company-wide licenses expire a year plus sixteen days after copyright holder receives the subscription order.

Licensed user An individual who holds a named user license, or is employed by or contracted by a company holding a company-wide license.

Software update Any version of the software released by the copyright holder.

Fallback mode Feature-limited execution mode that corresponds to "Community Edition". When the software runs in fallback mode, the text "Community Edition" will appear in the software's license information. If the text "Standard Edition" appears, then the software runs in normal node, i.e. not fallback mode.

Stripe Provider of online subscription and payment management system; see https://stripe.com.

Grants

All grants are limited to the software actually subscribed to.

A licensed user is granted right to use the software until the license expiration date.

A licensed user is granted right to install and use software updates until the license expiration date.

Restrictions

It is not allowed to re-package, re-brand, or re-distribute the software.

It is not allowed to reverse-engineer the software.

Named user licenses are issued to individuals and may not be used by individuals other than the licensed user.

Company-wide licenses may not be used by individuals, who are not employed by or contracted by the company holding the company-wide license.

It is not allowed to use the software beyond the license expiration date, unless the software is in fallback mode.

Commercials

Ordering

Products are offered in currencies EUR, USD, and DKK.

Only corporate customer may order subscriptions.

We store subscription and invoicing information such as company name and address, VAT number, customer contact information and number of subscribers in Stripe.

Invoicing

Following successful ordering, an invoice will be available.

Payment

Payment methods include card payment and bank transfers.

Default payment terms are fourteens days. Late payment will result in licenses being valid for a total of less than a year.

License Generation

Upon successful payment, licenses are generated and emailed to customer contact, who then distributes licenses internally to licensed users.

Licenses are valid sixteen days after a subscription ends.

Communication

We—or Stripe on our behalf—may email customer contact information about the subscription, e.g. when terms and conditions change, or a renewal is upcoming. We may also email customer contact when we have product or company information to share.

We recommend that customer contact always allows emails from domains stati-cal.com, app.stati-cal.com and stripe.com.

Resubscription

When the current subscription period ends, Stripe generates an invoice for the next year, unless the subscription has been cancelled. Depending on customer settings, Stripe will either email the invoice for manual payment or try to pay the invoice (requires valid payment information is stored in Stripe).

If we decide to change prices, we will communicate the price change prior to resubscription, of course.

Cancellation

Customer contact may cancel an existing subscription at any time. Cancellation takes effect at the end of the current subscription period. No refund is given for remaining time of current subscription period.

Failure to pay a resubscription invoice counts as a cancellation.

Security

As described above, Statical partners with Stripe for subscription management and payment purposes. We therefore share subscription and invoicing information with Stripe. For information about how Stripe handles information, please refer to Stripe.

Statical neither handles nor stores credit cards in our own systems, only via Stripe.

Warranties

This software is provided by the copyright holders "as is" and any express or implied warranties, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose are disclaimed. In no event shall the copyright holders be liable for any direct, indirect, incidental, special, exemplary, or consequential damages (including, but not limited to, procurement of substitute goods or services; loss of use, data, or profits; or business interruption) however caused and on any theory of liability, whether in contract, strict liability, or tort (including negligence or otherwise) arising

in any way out of the use of this software, even if advised of the possibility of such damage.