



GENERAL LEASE TERMS

2 January 2016

LEASE OF NAPA LICENCES

NAPA licences and features (subsystems) can be leased both by Clients already having a valid NAPA Agreement, and by Clients not yet having an agreement signed with Napa Ltd. Clients without a valid NAPA Agreement will enter into a formal Lease Agreement made between the Client and Napa Ltd the first time a licence is leased.

- 1. General Lease Terms** The minimum lease term is one (1) month. The lease term can be continued by the Client informing Napa Ltd in writing.

Napa Ltd normally delivers leased licences as a NAPALICENCE file by e-mail. The validity period of the NAPALICENCE file corresponds with the agreed lease term. The NAPALICENCE file will expire at the end of the lease term.

2. Lease of Concurrent User Licences

A Client may lease a specified number of concurrent user licences.

The lease fee of each lease term is 1.200,- EUR plus a monthly fee of 6 % of the standard list price of the first licence for each leased concurrent user licence. The fee covers both the lease and the maintenance.

3. Lease of Additional Subsystems

A Client already having a NAPA licence for at least one (1) concurrent user may lease additional subsystems for the current installation and for the current number of concurrent user(s). The lease can only cover the same number of concurrent users that the Client already has installed.

The lease fee of each lease term is 1.200,- EUR plus a monthly fee of 6 % of the standard list price of the first licence of the corresponding subsystem(s) for each leased concurrent user licence. The fee covers both the lease and the maintenance.

4. Order Form

Each time a licence is leased or the lease term is extended, a standard Order Form will be filled in and signed by the Client and Napa Ltd.

5. Purchase of Leased Licences

The Client has the option to purchase the leased licences within thirty (30) days upon expiry of the lease term. The purchase price is calculated in accordance with standard list prices, taking into account the number of possibly already installed permanent licences.

Upon purchase, Napa Ltd will credit 25 % of the accumulated lease fee that has been paid during the **last continuous** lease term; however, the credit shall not exceed 50 % of the value of the purchase.

6. Terms of Payment

Lease fees are to be paid before the beginning of each lease term. All prices are excluding VAT. The payments shall be made in EUR (€), against invoice.

7. Other Terms

All prices and terms are subject to change without prior notice.