



PRISM FOR AL • PRISM FOR C/AL

Statical Prism End-User License Agreement

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Definitions

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

Trial license A license key issued free of charge to a person or company for evaluation purposes. By default, trial licenses are valid for 14 days, but on request we may issue trial licenses with a longer validity period.

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, or the customer in person when the customer is a private individual; 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: Trial licenses expire as described above or as agreed when the copyright holder issues the license. Named user and company-wide licenses expire a year plus twenty days after the subscription period end date.

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

License status The status of the license key currently installed in the software. The license status can be view in the software's control panel. Typical values are "Valid", "Expired", and "Invalid".

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

Fallback mode Feature-limited execution mode. If the license status shows as “Valid”, then the software runs in “normal” mode, i.e. not fallback mode. Otherwise, the software runs in fallback mode.

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

Privacy policy Statical’s privacy policy as published at <https://statical.dev/privacy-policy.pdf>, also available at <https://statical.com/privacy-policy.pdf>.

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.

Except to the extent expressly permitted by mandatory applicable law notwithstanding this limitation, it is not allowed to reverse-engineer, decompile, or disassemble the software. This restriction does not limit the rights of a licensed user under Articles 5 and 6 of Directive 2009/24/EC on the legal protection of computer programs, including the right to observe, study, or test the functioning of the software, and to decompile it where indispensable to achieve interoperability with other programs.

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 customers may order subscriptions, unless otherwise agreed; private individuals may order by agreement with us. Subscriptions are sold primarily for use in the customer’s trade, business, or profession. When the customer is a business, consumer protection rules, including the right of withdrawal, do not apply.

When the customer is a private individual acting as a consumer, the consumer’s mandatory rights under applicable law apply and take precedence over this agreement. This includes the right to withdraw from the purchase within 14 days. If the consumer expressly asks us to deliver the license key

within the withdrawal period, and acknowledges that the right of withdrawal is thereby lost, the right of withdrawal ends when the license key is delivered.

We store subscription and invoicing information such as company or customer name and address, VAT number where applicable, 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 fourteen 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 until twenty days after subscription period end date.

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 `statical.dev`, `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.

Data Protection

Statical ApS processes personal data as data controller in accordance with the EU General Data Protection Regulation (GDPR) and the privacy policy. The privacy policy describes what we process and why, who receives it, including transfers outside the EU, how long we keep it, and the rights of the people it concerns.

Security

As described above, Statical partners with Stripe for subscription management and payment purposes. We therefore share subscription and invoicing information with Stripe.

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

Warranties

To the maximum extent permitted by applicable law, 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.

Nothing in this agreement limits or excludes liability for wilful misconduct or gross negligence, for personal injury caused by negligence, under mandatory product liability law, or for any other liability that cannot be limited or excluded under applicable law. When the customer is a consumer, nothing in this agreement limits the consumer’s statutory rights, including remedies for software that does not conform to the agreement.