APPSOURCE LICENSE AGREEMENT

The License Agreement (hereinafter the "Contract") is made as of the .... day of ...., ... (the "Effective Date") between the parties subjected in the "Contracting Parties" section.

Now, Therefore, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. CONTRACTING PARTIES

This contract has been issued and signed between;

In the capacity of **Customer**

....

Address:

 ....

(Here in after referred to as **CLIENT**)

In the capacity of **Consultant** and **Seller**

Vinya Bilişim ve Danışmanlık Ltd. Şti.

Bahçelievler Mahallesi Mehmetçik Sokak Kat Plaza No: 1 /1 Daire: 206 34180 Bahçelievler / İstanbul

(Here in after referred to as **VINYA**)

2. SUBJECT OF THE CONTRACT

This contract has been issued to determine the conditions to subscribe to the Microsoft Dynamics 365 Business Central software product and also extension applications provided by VINYA, to be hosted at CLIENT servers or Business Central SAAS environment provided by Microsoft, installing by VINYA, adapting, training of key users, technical support and providing consultancy services for transition to live use.

3. DEFINITIONS

ABBREVIATION	DEFINITION OF CONCEPTS	DESCRIPTION
PROJECT	ERP PROJECT	Studies to be carried out to realize the BC Enterprise Resource Planning Solution to be established, developed, and taken into operation in CLIENT
BC	MICROSOFT DYNAMICS 365 BUSINESS CENTRAL	Application software, which is the Enterprise Resource Planning (ERP) solution, is on sale by licensing as a registered trademark and product of Microsoft company
MODULE	SOFTWARE MODULE	Each of the functional parts of the BC application software that performs operations for the needs of departments

EDY	CLIENT DEPARTMENT MANAGER	Managers of the departments in CLIENT (Accounting, Finance, Purchasing, Planning, etc.)
EPE	CLIENT PROJECT TEAM	The team consists of persons with Department Manager and/or Key user status in CLIENT, involved in the Project work as active participants.
EPY	CLIENT PROJECT MANAGER	The person to ensure coordination with the VINYA Project Manager by leading the CLIENT Project Team.
VPD	VINYA PROJECT CONSULTANT	Consultant(s) of VINYA to work within the scope of the Project
VPE	VINYA PROJECT TEAM	The team consists of trainers and software developers and Project Consultant(s) working on the VINYA side
VPY	VINYA PROJECT MANAGER	The person to ensure coordination with the CLIENT Project Manager by leading the VINYA Project Team.
PYK	PROJECT STEERING COMMITTEE	The team consists of the VINYA Project Manager and the CLIENT Project Manager, and operating the strategic decision mechanism for the healthy progress of the Project and using its organization authority.
PP	PROJECT PLAN	Expresses the process steps of the BC project.
FID	FUNCTIONAL REQUIREMENT DOCUMENT	Written analysis document, which includes CLIENT's work processes and the screens to be used in BC while implementing these processes
KTD	CORPORATE DESIGN DOCUMENT	The document to guide the works by using the FID document, where how to do the BC adaptation in BC is defined and the basic architectural structure is indicated,

4. SCOPE OF THE CONTRACT

4.1. SOFTWARE LICENSE RIGHT

CLIENT has the right to subscribe to BC and MODULEs in companies with .... (....) essentials/premium users and .... (....) team member users.

4.2. SOFTWARE DEVELOPMENT, TRAINING SUPPORT, AND CONSULTANCY SERVICE ITEMS

The scope of the installation, training, and consultancy services agreed by the parties is as follows:
- Installation: Installation of BC software and MODULEs on CLIENT server and user computers,
- System Analysis: Analysis of the functional requirements in the CLIENT business model,
- Design: Development of the appropriate design in line with the analysis,
- Pilot application: Performing initial application,
- Adaptation: Reviewing the design within the framework of the requirements of CLIENT and the BC platform and performing the necessary adaptations, extending the application
- Training: Provision of training to be given to key users,

- Transition to Live Application: Realization of the system by performing the application with real data.

4.3. SCOPE OF THE SERVICE

The scope of the service to be provided by VINYA within the scope of this project subject to this contract is the installation, adaptation in CLIENT as including the modules listed in Article 7 of this contract, providing consultancy service with its professional experience to implement the software in a healthy manner within CLIENT, training of key users, implementing all these services by the project plan.

4.4. ADDITIONAL SERVICE PRICE

Additional changes/services in the modules with the prices specified in Article 7 that may be requested by the CLIENT will be priced with an additional service charge of .... USD (..........,00-USD) excluding VAT per day for each consultant/trainer or software developer to work in VINYA. However, if new modules or granules of BC are required to be added to the CLIENT license for the performance of the said additional services, the cost of these granules will also be paid by the CLIENT.

4.5. GENERAL RULES FOR PROVIDING SERVICE

The VINYA will initiate the development/adaptation phase after the FID and KTD to be prepared are approved by the CLIENT. The project will be performed in compliance with the times specified in the PP. All requests of CLIENT except for the modules with prices listed in Article 7 will be considered as an additional service request and will be priced as the same in Article 4.4. The time required for these additional services will be added to the PP as additional time.

VINYA may change VPY and VPE to be included in the Project work within the scope of this contract in agreement with CLIENT, may outsource when performing the aforementioned services with the approval of CLIENT, or may use external personnel or any of its partners or subcontractors.

4.6 CONFIRMATION OF THE SERVICE

VINYA prepares a report for each phase it completes. Following the signing of the report by the parties, the CLIENT will give feedback to VINYA by e-mail within five (5) working days. Each report with no feedback will be deemed to have been accepted.

5. LIABILITIES OF CLIENT

5.1 Providing internet access and an appropriate working environment for VPE during project work at CLIENT.
5.2 Assignment of an EPY (CLIENT Project Manager) who will be responsible for the completion and coordination of the tasks of the CLIENT side in the project,
5.3 Considering the ERP project to be carried out as the priority agenda of the company and assigning the required workforce to the EPE for the project works,
5.4 Providing VPE with information (standards, guidelines, instructions, forms, reports, charts, etc.) that are necessary for FID, indicating the functioning of the existing processes in CLIENT,
5.5 Applying the necessary changes in the CLIENT's existing business model, as agreed upon with VPE,
5.6 Periodic meeting between EPY and VPE,
5.7 Determining persons with sufficient knowledge and skills at CLIENT as a key user by EPY, and assigning them to EPE,
5.8 Preparing the necessary internal information documents by EPE with the support of the VPE,

5.9 Training all other end users in CLIENT by EPE.

5.10 Ensuring the participation of all persons at all project meetings to be held by EPY.

5.11 Supplying and making ready the server on which the BC system will work, and PCs and network infrastructure, security hardware, and other peripherals in line with the VPY's consultancy,

5.12 Preparing all the data to be transferred to the BC system in the format requested by VPE and entering them into the system,

5.13 Taking sample reports and making the tests according to the basic data entered.

5.14 In case of possible delays and faults, adding the estimated additional time required for the completion of the phases to the PP and reviewing and revising the schedule,

5.15 Preventing any external interference to the system, except for the knowledge and approval of the VPE,

5.16 Performing the tasks in the work plan specified for VINYA to be created, in a timely manner, except for cases in which both parties agree on the change in time.

6. LIABILITIES OF VINYA

6.1. Providing CLIENT with consultancy service on server system software and hardware required for the operation of the BC system,

6.2. Installing the BC software to the server and using computers and making the system ready,

6.3. Directing the project by PP,

6.4. Ensuring the participation of the required persons as VPE in the meetings to be held,

6.5. Training EPE on use and management of BC,

6.6. Providing guidance to EPE that will prepare the documentation such as the user manual and instructions and provide the necessary assistance,

6.7. Transfer of the best business practice to EPE for adaptation of BC software in CLIENT, for reviewing and/or redefining existing business processes,

6.8. Making suggestions for simplifying and/or improving regarding the parts required to be improved or changed in the existing business model of CLIENT by taking into consideration the advantages and advantages of the BC platform,

6.9. Realizing the processes described in FID by adapting them as appropriate to the BC platform,

6.10. Performing all technical and functional tests before and after the live use, eliminating the errors that will occur in the software code or application method,

6.11. Making initial settings for user access rights and authorizations for the safe operation of the BC software, according to the list determined by EPY,

6.12. Making suggestions for simplifying and/or improving regarding the parts required to be improved or changed in the existing business model of CLIENT by taking into consideration the advantages and advantages of the BC platform,

6.13. Performing the tasks in the work plan specified for VINYA to be created, in a timely manner, except for cases in which both parties agree on the change in time.

7. PRICING

No.	LICENSE AND CONSULTANCY SERVICE	TOTAL AMOUNT (USD)
1	**Dynamics 365 BC Essentials/Premium Users per Month** (1 User = ...USD)	**............. USD**
2	**Dynamics 365 BC Team Member per Month** (1 User = ...USD)	**............. USD**
3	**Additional MODULE by VINYA per Month** (Optional)	**............. USD**
4	**LICENSE FEE PER MONTH Excluding VAT**	**............. USD**

8. GENERAL PRICING CONDITIONS OF SUBSCRIPTION

8.1. .... USD + VAT, which is the monthly subscription cost, indicates the subscription cost to be paid by CLIENT per month to VINYA.

8.2. Monthly Subscription License Cost grants CLIENT the right to use the license and modules during the contract period. CLIENT cannot trade the VINYA modules and may not assign the right to use this license to another Microsoft Business Partner.

8.3. The Monthly Subscription License Cost grants the right to use the modules to the CLIENT. It does not include support services of BC and VINYA modules. For these support services, the CLIENT may sign an Annual Maintenance Support Agreement with VINYA. The Annual Maintenance and Support Agreement covers the technical issues encountered by BC users within the BC ERP System. The cost of the Annual Maintenance Support Agreement is determined by VINYA and then notified to the Customer. Maintenance Support Services shall be provided to CLIENT free of charge by VINYA for the first three (3) months from the date of the contract. The services to be provided by VINYA for the deficiencies arising from the software and that may be encountered during the use of the program, from details defined and requested by CLIENT during the project preparation process, are not included in the consultancy fee.

8.4. In addition to the above-mentioned service cost, CLIENT will cover the costs of travel, food, beverage, and accommodation related to the possible domestic and international travels of the VPE to outside of Istanbul which will be made to CLIENT's workplaces.

9. INVOICING AND PAYMENT TERMS

The LICENSE FEE determined above is .... USD + VAT per month and is invoiced to CLIENT on the first day of each month. The due of the subscription invoice is in cash.

The amounts shown in the tables above are stated as VAT excluded, and the CLIENT will pay the License Fee in cash to VINYA's accounts within one (1) week following the invoice of VINYA.

10. OTHER CONDITIONS AND GOODWILL PRINCIPLES

The priority task of the persons in the project team of CLIENT will be the completion of the Project. Therefore, it is essential that CLIENT and VINYA Project Teams work as a team on the project.

In the course of the project and within three (3) years after the completion of the project, the parties mutually accept that they shall not offer jobs to their personnel they employ, they shall not consider

their applications in a positive manner, and shall not employ them within their own companies, otherwise, they pay compensation with an amount of twenty-four (24) months gross wage of the relevant person to the other party.

CLIENT has only the right to use the BC software and any additional applications developed by VINYA. CLIENT cannot trade any of the additional applications developed by VINYA.

VINYA undertakes to protect information and documents, experiences regarding trace secret, manufacturing, project management and application techniques to be obtained from CLIENT during the project works by considering them as industrial property matters and not to share them with third parties.

A very special and exceptional discount has been applied for CLIENT by VINYA and MICROSOFT for the subject of this contract, it's essential that the project price remains confidential between the parties and not to be shared with third parties.

11. NOTIFICATION ADDRESSES

Any notification (including change of address) for the execution of this contract shall be made to the addresses of the parties in the first (1) article. In the event that changes to these addresses are not notified seven (7) days at the latest to the other part in the registered letter with return receipt or through a notary public, notification is to be made to the addresses specified in article one (1).

12. TERMINATION OF THE CONTRACT

In the event of bankruptcy or dissolution of any of the parties, the contract shall be terminated automatically, without prejudice to the rights and claims of the parties born and to be born.

In the event that any of the parties breaches the above-mentioned liabilities or violates its liabilities in any way, the other party may terminate the contract unilaterally. In the event that CLIENT fails to comply with its liabilities specified in Article 8 without a justifiable reason, VINYA may terminate this Contract unilaterally.

In the event that the parties fail to comply with the liabilities written in the contract and fail the remedy the violation within fifteen (15) days following the notification date of the notice sent for the remedy of the violation by another party, the contract shall be deemed to be terminated without a second warning. The time until the remedy of the violation is added to the duration of the project. The parties reserve the right to take legal action in order to fulfill their liabilities under this contract and to obtain/collect their rights and receivables. In all of the above-written termination cases, the parties' rights and claims born and to be born from the other party are reserved.

Even if the contract is terminated, the liabilities of the parties stipulated to protect the rights and interests of the CLIENT and the VINYA regarding the Intellectual and Industrial Property Information in the relevant articles of this contract shall continue. In case of termination due to violation of the articles of the contract, the parties' rights arising from the Contract and the law are reserved.

13. OTHER

In the event that the liabilities cannot be fulfilled partially/fully due to earthquake, fire, flood, other natural disasters, partial and total war, partial and total strike, lockout and social movements, and, in general, due to other extraordinary cases beyond the control of the parties, the periods stipulated for

them in the contract shall be considered as extended for the period in which the conditions preventing the performance continue.

In the event that the parties violate any of the provisions of this contract or the legislation, if the other party doesn't exercise its rights arising under this contract or the relevant legislation this does not mean that they waived these rights partially or fully, temporarily or permanently. The presence of any legally invalid or unenforceable provisions in this contract shall not affect the validity of the remaining provisions.

This contract and its annexes cover the final agreement between VINYA and CLIENT. This contract shall form an integral whole with its annexes and any provision may be amended upon written agreement of the parties.

The parties accepted that the addresses written in this contract are their legal notification addresses, and the declarations to be made to these addresses will have all legal consequences of the legally valid notification unless the address change is notified in writing to the other party (7) seven days in advance.

14. SETTLEMENT OF DISPUTES

This contract is subject to the laws of the Republic of Turkey, disputes that cannot be settled by peaceful means shall be settled by Istanbul Courts and Enforcement Offices.

15. SIGNATURES

The parties have agreed on the above-mentioned terms and conditions and signed this contract consisting of fourteen (15) articles, prepared in one (1) original copy and signed on .... The stamp duty and other fees and charges arising from the contract are under the joint responsibility of VINYA and CLIENT.