

**SCHEDULE 4 – PREMIUM SERVICES TERMS**

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**1. Background**

- 1.1. These terms govern on-demand services not governed by any other terms agreed between us.
- 1.2. **Reliance on these terms.** We agree that these terms automatically apply to all service orders agreed between us, unless otherwise is expressly agreed in writing in connection with the service order in question. This means that no signature, forwarding of the terms, reference to the terms, or any other act is necessary for the terms to apply to the specific service order once the premium services terms have been accepted by you the first time.

**2. Definitions**

- 2.1. Whenever this schedule uses the words listed below, it is a reference to the meaning defined in relation to each word irrespective of whether the word in question is used in the singular or in the plural form, together with adjective or noun words, in the main text or in definitions or the like.
- 2.2. “Including” or “for example” means an incomplete list of examples serving only to make sure that the examples are included under the provision in question, and which consequently shall not preclude that other matters are included as well.

- 2.3. “Delivery” means a result to be delivered in connection with the performance of a service order.
- 2.4. “Services” means any on-demand work to be performed by us which is not already paid for under another agreement and consisting of an effort commitment or a Delivery and which is agreed orally or in writing irrespective of whether the agreement is deliberately formalized or whether it can only be deduced from our interactions, communication, and discussions. We are entitled to require a formal acceptance before commencing our work in relation to the specific Delivery, but we are not obligated to do so.
- 2.5. “Service Order” means Services agreed independently from other services and which consequently constitutes a separate order concerning Services to be delivered on the terms set out in these terms.
- 2.6. “We”, “us”, “our” refer to Boyum IT Solutions.
- 2.7. “You”, “Your” refer to the Partner.

**3. Grant and Services**

- 3.1. **Grant of use rights.** You are granted a fully paid-up, perpetual, non-exclusive, and unrestricted right to use any intellectual property rights developed as part of a Service Order, including Deliveries, subject to the following limitations and restrictions:
- (a) Timing if license: The rights are granted to you at the time of delivery of Deliveries and subject to your full payment of the price for such Deliveries;
- (b) No liability for third-party use: We disclaim any and all liability for use of it by any other legal entities than yourself;
- (c) No liability for other use: We disclaim any and all liability for any use other than the use expressly intended with the Service Order;
- (d) Restricted license for combined IRP: If and for as long as the rights developed as part of a Service Order are combined with other rights, you may only use the combined rights in accordance with the (most restrictive) license applicable to the other rights.

3.2. **Cancel a Service Order.** You can at any time cancel a Service Order provided that you indemnify us from our lost profits and provided that you accept that the proportionate salary costs for the people assigned to your Service Order are part of the lost profits, unless you can clearly document that they can be reassigned to other tasks that we would otherwise not have been able to solve.

3.3. **Quality of performance.** We will apply our professional efforts when delivering effort commitments and deliver a professional quality when delivering deliveries, if otherwise has not been expressly agreed in writing.

3.4. **Time of Delivery.** We will deliver any Deliveries within a reasonable time unless another deadline has expressly been agreed in writing. Any agreed deadline is deemed to be a gross estimate unless it expressly and in writing is agreed that the deadline is more precise than that and we have undertaken a commitment in that respect.

#### 4. Your Participation

4.1. **Participate in the performance of a Service Order.** You must free-of-charge and without undue delay participate in the performance of a Service Order by complying with all reasonable requests we make of you including:

(a) Providing information: You must provide information as requested by us and this information must be complete, accurate, and free of errors;

(b) Making decisions: You must make relevant decisions within reasonable time after our request to ensure proper performance of the Service Order;

(c) Providing access to personnel: You must provide access to personnel that has the proper authority, proficiency, and availability to assist with the performance of the Service Order;

4.2. **Participate in acceptance test.** Upon our request, you must participate in acceptance tests in accordance with the following procedure:

(a) Setting up the test environment: We will after consulting with you determine how to set up a test environment that to a reasonable extent simulates the production environment in which the Delivery is going to be used;

(b) Organizing the test: We will in reasonable time in advance notify you in writing about how the test is going to be organized in accordance with the following:

i) Accessing the test environment: We will determine if the test environment is going to be accessed online or at a physical location of our choice;

ii) Test period: We will determine a reasonable period for testing the Delivery;

iii) Test description: We will in some cases describe certain test(s) to conduct in relation to the.

(c) Conducting the test: You will prior to the commencement of the testing period make the necessary and prudent preparations for conducting the test. During the test period, you will diligently test the Delivery to the best of your abilities and in accordance with any test descriptions provided by us;

(d) Error log: After expiry of the test period, we will consult you about the test results and prepare an error log, that – on basis of recognized standards within the IT industry – divide any errors into significant and non-significant errors. An error may be considered non-significant if we provide you with a reasonable workaround.

(e) Correction of significant errors: To the extent any errors are detected, we will correct significant errors and then request you to participate in another acceptance test in accordance with the above procedure.

(f) Delivery: The Delivery is considered delivered once the acceptance demonstrates that the Delivery is free of significant errors.

(g) Correction of remaining errors: We will within a reasonable time after delivering the Delivery correct all remaining errors in the Delivery.

4.3. **Establish and maintain a back-up.** In case access to your systems are required by us or our sub-suppliers, you must establish and perform all relevant back-ups before such access is granted. During the period of access, the back-up must be maintained at an interval that complies with a reasonable standard of care for avoiding significant losses in case of a partial or total system outage or loss. The back-up procedure must within a short notice enable a prompt and complete reinstatement of the system.

4.4. **Communicate in the English language.** You at all times communicate with us in the English language or any other language approved by us in writing.

#### 5. Our assumptions

5.1. **Assumption regarding IT environment.** We base our services on the assumption that your IT environment is using the newest and fastest technologies and that it in all

other aspects is customized and optimized for the Service Order unless you expressly inform us otherwise in writing prior to our commencement of a Service Order. If this assumption is not fulfilled, we are not liable for the quality of the Delivery.

5.2. **No implied requirements.** We base our services on the assumption that you have no implied requirements in connection with a Service Order and therefore it shall be considered fully delivered once all specified requirements in the Service Order have been met.

5.3. **Reliance on our descriptions.** We base our services on the assumption that our description of any given matter and functionality of the Delivery takes precedence over any description you have made, unless your description has been prepared after ours and clearly specifies to be a change to our description, which we have accepted.

## 6. Correction of errors in a Delivery

6.1. We will use reasonable efforts to correct errors in a Delivery within a reasonable period of time. Remedial actions can in our sole discretion be performed via patches, fixes, and workarounds. Remedial actions are subject to the following conditions:

- (a) **No outstanding payments:** You do not owe us payment for any overdue amounts;
- (b) **Notification deadline:** You must notify us of the error in writing no later than 3 calendar months after you did or should have discovered the error and in any event no later than 12 calendar months after the date of the purchase;
- (c) **Reproduction of the error:** You must enable us to reproduce the error;
- (d) **Assistance:** You must free-of-charge minimize our efforts to correct the error by complying with all our reasonable requests for your assistance, including:
  - i) Create videos
  - ii) Make screenshots
  - iii) Provide (more detailed) descriptions of any matter we deem relevant in relation to understanding and reproducing the alleged error.

6.2. **Reasonable workarounds.** We will consider an error in the Delivery for corrected if we provide you with a reasonable workaround.

## 7. Change Management

7.1. **Process change requests.** We will upon receiving a change request either (i) accommodate it and determine reasonable adjustments to any agreed price and delivery date; or (ii) upon your written request or our own initiative process it in accordance with the following procedure:

- (a) **Preliminary estimate:** We will upon written request provide you with a preliminary price estimate for preparing a change description (see below) and then only proceed with processing the change request after you have approved this estimate;
- (b) **Change description:** We will provide you with a written description of how we will accommodate the change request, how it will affect any existing price, and how it will affect any existing delivery date provided that we do not reject the change due to one of the following reasons:

- i) **Reduction of scope:** We may reject your change request if it significantly reduces the scope of the Service Order. For the avoidance of doubt, a reduction of the original price of the Service Order by 10 % or more (unless this amount is less than EUR 5,000) will always be considered a significant reduction;
- ii) **Professional discord:** We may reject your change request if it in our assessment does not fit our professional profile and therefore would also have been rejected as a Service Order.

- (c) **Change order:** After receiving the change description, you must within a reasonable time notify us if you have decided to order the change, have decided not to order the change, or have questions or amendments for it. If you do not notify us within reasonable time, it will be considered a decision not to order the change. If you decide to order it, we will deliver and invoice the change in accordance with the change description. If you decide not to order it, we will invoice the work pertaining to preparing the preliminary estimate and the change description. We do, however, reserve the right to invoice the estimated work pertaining to preparing a change description in advance. If you have questions or amendments to the change description, these will be processed in accordance with the above procedure and invoicing will await conclusion of the final iteration of the change description.

7.2. **Accept reasonable change requests.** You must without undue delay process and accept change descriptions suggested by us to the extent that you cannot specify any reasonable reasons for not doing so, such as for example that the change significantly reduces your benefit of the Service Order or causes you to incur significant costs.

**8. Financial Provisions**

- 8.1. **Invoicing based on time and material.** We will invoice a Service Order on a time and material basis using our rates applicable at the time in question, unless otherwise has expressly been agreed by us in writing. Any price estimate is deemed to be a gross estimate, unless otherwise is expressly agreed in writing. All rates and prices are states in EUR and exclusive of VAT, unless otherwise expressly states in writing.
- 8.2. **Invoicing of fixed prices.** Unless otherwise has expressly been agreed in writing, we will invoice fixed prices on a time and material basis up to 90 % of the fixed price, and the remaining amount will then be invoiced after delivery of the Service Order.
- 8.3. **Time of invoice.** We will send you an invoice at the earliest of:
- (a) *End of a calendar month:* We may send an invoice at the end of each calendar month covering the amount to be paid that month, to the extent that we do not thereby exceed any maximum price for a Service Order, or any amount agreed to be invoiced only after the delivery of the Service Order.
- (b) *Completion of Service Order.* We may send an invoice in the immediate extension of the completion of a Service Order covering the (remaining) amount to be paid for the Service Order.
- 8.4. **Advance notification.** We strive to notify you in advance of any invoicing if we realize or are made aware that there could be any reasonable uncertainty about this matter.
- 8.5. **Reimbursement of costs.** You must reimburse any reasonable costs we incur as part of a Service Order. These costs may, among others, include expenses for accommodation, transportation, and catering. Any transportation by car will be invoiced in accordance with the applicable standard rates for milage allowance determined by the relevant tax authority. You may demand a copy of receipts for our expenses to the extent that they have been incurred in connection with acquiring a service from a third party.

**9. Intellectual Property Rights**

- 9.1. **Existing and New IPR vests in us.** All intellectual property rights existing and vested in us prior to the Service Order remains with us. All intellectual property rights developed as part of a Service Order vests in us, unless otherwise is expressly agreed in writing in the Service Order.

**10. Infringements**

- 10.1. **Defend and remove claims of infringement.** We defend you against any claims concerning infringements of third-party rights by a Delivery. If our Delivery proves to infringe third-party rights, we will change it, procure a license, or combine the two approaches to remove the infringement. The foregoing is your sole remedy in case on an infringement claim, and such activities will be undertaken at our own expense, subject to the following conditions:
- (a) **No outstanding payments:** You do not owe us payment for any overdue amounts;
- (b) **Notification deadline:** You must notify us of the third-party claim in writing without undue delay after it has come to your attention;
- (c) **No acknowledgement or other response:** You must refrain from acknowledging the third-party claim or otherwise respond to it;
- (d) **Assistance:** You must without undue delay assist us to defend you against the third-party claim by complying with all reasonable requests we make of you including:
- i) *Replace the Delivery with a new version of the Delivery:* You must without undue delay replace the Delivery with a new version of the Delivery we make available to you with the declared purpose of avoiding (further) infringement;
- ii) *Stop using the Delivery:* You must upon our instruction stop using part of or the whole Delivery provided that we reimburse any significant costs thereby incurred by you and indemnify any significant damages thereby inflicted upon you.

**11. Damages, liability, and limitations**

- 11.1. **Claim damages.** If we inflict damage upon you due to our gross negligence or willful misconduct, you are entitled to claim damages subject to the following conditions and limitations:
- (a) **Notification deadline:** You must notify us of the claim in writing no later than 3 calendar months after you did or should have become aware of the claim and in any event no later than 12 calendar months after the date of the software purchase;
- (b) **Only direct damages:** You are only entitled to claim direct damages. We are not liable for consequential, indirect, incidental, special, exemplary, or punitive damages. The

following types of damages are considered indirect damages:

- i) Loss of profit;
- ii) Loss of customers;
- iii) Loss of business opportunities;
- iv) Loss inflicted by disruption of a relationship to a customer, supplier, or other third party;
- v) Loss of goodwill;
- vi) Loss caused by work or production stoppage;
- vii) Loss of data.

(c) Limited damage amount: You are only entitled to claim damages for an amount less than or equal to the price already paid for the Service Order in question. This applies irrespective of whether you present one or more claims and whether multiple claims are related or not.

(d) Sub-suppliers: You are not entitled to claim damages directly from our sub-suppliers, unless this is expressly permitted by mandatory law and in this case the above limitations may also be invoked by our sub-suppliers unless this is expressly prohibited by mandatory law.

11.2. **No other remedy**. You are not entitled to invoke any other remedy in case of breach by us than the remedies explicitly mentioned in these terms.

## 12. Security and Personal Data

12.1. **Refrain from disclosing personal data**. You refrain from disclosing personal data to us before you have ensured that the disclosure complies with relevant regulation concerning protection of personal data including:

- (a) Obtaining any necessary consent from the data subject;
- (b) Concluding a data processor agreement between you and us.

## 13. Termination

13.1. **Termination for cause by you**. If we commit a material breach, you are entitled to terminate the Service Order in question for cause subject to the following definitions and conditions:

(a) Definition of material breach: It shall be determined on a case-by-case basis if a breach constitutes a material breach, except that the following events shall always be deemed to be a material breach:

- i) Failure to "Defend and remove claims of infringement" or provide an effective workaround within reasonable

time if such infringement materially prevents use of the Main Software, as set out in clause 10.1.

(b) Condition of written notice: You must first notify us of the breach in writing and in the notice describe the breach and clearly state your intent to terminate for cause unless the breach is rectified within a reasonable time;

(c) Condition of rectification period: You are obligated to give us a reasonable period to rectify the breach and such period will in any case minimally be set to 30 days.

13.2. **Termination for cause by us**. If you commit a material breach, we are entitled to terminate your purchase and these terms for cause subject to the following definitions and conditions:

(a) Definition of material breach: It shall be determined on a case-by-case basis if a breach constitutes a material breach except that the following events shall always be deemed to be a material breach:

- i) Violation of the restrictions to "Grant of use rights" as set out in clause 3.1.;
- ii) Failure to "Participate in the performance of a Service Order" as set out in clause 4.1.;
- iii) Failure to "Participate in an acceptance test" as set out in clause 4.2.;
- iv) Failure to "Reimburse costs" as set out in clause 8.5.;
- v) Failure to "Establish and maintain a back-up" as set out in clause 4.3.;
- vi) Failure to "Communicate in the English language" as set out in clause 4.4.;
- vii) Failure to "Accept reasonable change requests" as set out in clause 7.2.;
- viii) Failure to "Refrain from disclosing personal data" as set out in clause 12.1.;
- ix) Failure to pay an invoice in accordance with a payment deadline, as set out in the Software Reseller Agreement.

(b) Written notice: We must first notify you of the breach in writing and in the notice describe the breach and clearly state our intent to terminate for cause unless the breach is rectified within a reasonable time;

(c) Rectification period: We must provide you with a 30 day period to rectify the breach, unless the breach is pertaining to your payment obligations where the rectification period shall be 7 days or alternatively the shortest period allowed by mandatory rules under the applicable law.

13.3. **Put the Service Order on hold**. If we have the right to terminate this agreement for cause, we may instead choose to first put the Service Order on hold. We may then

terminate the Service Order for cause without further notice after granting you an additional grace period of minimally 3 days to rectify the breach. If you rectify the breach, we will resume the Service Order.

- 13.4. **Effect of termination.** Upon termination of a Service Order for cause by us, you must certify to us in writing that you have deleted all copies of the Deliveries and have ceased all use hereof. In the event of termination of a Service Order before the Delivery has been made, you are not entitled to use any parts of our deliveries and the license provided due to other circumstances.

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