

## 1. SCHEDULE: DEFINITIONS

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### 1.1. PRINCIPLES

**1.1.1. Definitions.** In the Agreement, the following words and expressions have the meanings stated below (in singular or plural), unless otherwise unambiguously indicated by the context.

**1.1.2. Expressions.** Terms like “include,” “including,” “such as,” “like” or similar terms are illustrative and mean “including but not limited to.” Similarly,, words like “other” or “etc.” shall not limit the generality of the preceding words.

### 1.2. DEFINITIONS

**Agreement or Boyum Partner Agreement:** This document, including its Schedules and referenced documents.

**Affiliate:** Any entity (e.g., partnership or corporation) that Controls, is Controlled by, or is under common Control with Partner, Boyum, or a third party.

**BSA or Boyum Software Agreement:** Terms applicable to the use of on-premise and/or cloud-based Products, Schedule 4B.

**Boyum Code of Conduct:** The document outlining Boyum’s ethical and business standards, accessible at [Business Ethics and Code of Conduct](#) or such updated location as communicated by Boyum).

**Boyum Partner Portal:** The online platform provided by Boyum to its authorized-partners, accessible at [Boyum Partner Portal](#) or such updated location as communicated by Boyum).

**Boyum Services:** Implementation, customization, training, or any additional services provided by Boyum beyond Maintenance Services.

**Cloud-Based Solution:** The Boyum Product provided via a cloud delivery model, where the software is hosted and maintained by or on behalf of Boyum in a secure data center, and accessed by Customers over the Internet, rather than being installed on local servers or infrastructure.

**Confidential Information:** All information, whether oral, written, electronic, or otherwise, relating to the business, operations, or affairs of a Party, including trade secrets, software, designs, specifications, processes, technical know-how, financial information, pricing, and customer or employee data, and all other materials or information related to the business or activities of the Party, which are not generally known or available to a public.

**Control:** One of the following powers an entity has over another entity: (i) direct or indirect ownership of 50% or more of voting shares or other ownership interest; (ii) the right to exercise 50% or more of the voting rights; (iii) the right to appoint a majority of the board or equivalent body; or (iv) control conferred by law or governing documents.

**Customer:** A legal entity that purchases (or intends to purchase) a license or access to Products or Services from Partner.

**Deliverables:** Any output, documentation, configuration, or other work product produced or created by Boyum in connection with the performance of the Services.

**Effective Date:** The date on which this Agreement is signed by both Parties and becomes legally binding.

**Emergency Maintenance:** Unplanned maintenance activities, that are carried out without prior notice to address critical issues such as system failures, security vulnerabilities, or other problems requiring immediate attention to restore, safeguard or maintain service functionality.

**ERP Solution:** Enterprise resource planning software used by Customers to manage day-to-day business activities.

**ERP Software ManufacturerERP Solution Provider:** A software manufacturer (for example Microsoft) providing the primary ERP software solution that Boyum Products integrate with.

**Maintenance Fee:** The fee payable by the Partner for Maintenance Services, as specified in the Pricelist.

**Maintenance Services:** The Services ensuring on-premise Products are maintained and supported in their latest version, as further defined in this Agreement. and in the Maintenance Service description accessible at <https://www.boyum-solutions.com/legal/faq-software-maintenance/> (or such updated location as communicated by Boyum).

**On-Premise Solution:** The Boyum Product that is installed and operated on a Customer's or Partner's local servers or infrastructure, as opposed to being hosted in a datacenter by or on behalf of Boyum.

**Order:** A request by Partner, confirmed by Boyum in writing (including electronic confirmation via Partner Portal), to procure specific access or license to Products and/or Services.

**Personal Data:** as defined in the General Data Protection Regulation (GDPR).

**Products:** On-Premise Solutions or Cloud-Based Solutions provided by Boyum for resale.

**Pricelist:** A current price list, fees, and commercial models for Boyum Products and Services, updated periodically and accessible via the Boyum Partner Portal.

**Partner:** A legal entity entering into this Agreement, authorized under this Agreement to refer, resell, implement, and/or support Boyum Products for its Customers.

**Partner Program:** The Boyum program outlining benefits, incentives, and obligations for partners.

**Referral:** A potential customer introduced to Boyum by the Referral Partner.

**Referral Partner:** A Partner authorized under this Agreement to promote Boyum Products and Services, and refer potential Customers to Boyum, but not to resell them.

**Reinstatement Fee:** The fee charged for late renewal of Maintenance Services, as per the Pricelist per description accessible at: <https://www.boyum-solutions.com/legal/faq-software-maintenance/> (or such updated location as communicated by Boyum).

**Reselling Partner:** A Partner authorized under this Agreement to market Boyum Products, resell access to or licenses for such Products to Customers, and offer support services.

**SaaS:** Has the same meaning as Cloud-Based Solution.

**Service Partner:** A Partner authorized under this Agreement to provide implementation, localization, support, or other Product-related services to Customers or Reselling Partners.

**Service Start Date:** The date on which Services begin (or may be requested), as set out in an Order or Statement of Work ("SOW").

**Schedules:** Documents incorporated herein by reference and forming an integral part of this Agreement.

**Scheduled Maintenance:** Planned maintenance for Cloud-Based Products, communicated in advance and conducted during specified windows. May include updates, infrastructure upgrades, or other actions to maintain service quality.

**SOW or Statement of Work:** A detailed description of the Services (e.g., scope, deliverables, prerequisites, timelines) forming part of or attached to the Order.

**Subscription:** A Customer's access to Products or Services for a fixed term under a recurring payment model (e.g. monthly or yearly).

**Sub-contractors:** Any third-party providers engaged by Boyum or Partner to fulfill obligations under this Agreement.

**Support Map:** Boyum's published support framework outlining support levels, procedures, and responsibilities between Boyum, Partners, and Customers, as available on the Partner Portal.

**Terms of Use:** The Boyum's terms and conditions governing access to and use of the Boyum Partner Portal by representatives of the Partner

**Users:** A natural person who accesses and uses Boyum Products or Services under a license granted to a Customer.