

## 2. SCHEDULE: GENERAL TERMS AND CONDITIONS

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### 2.1 BOYUM PARTNER APPOINTMENT

- 2.1.1 Partner appointment.** Boyum hereby appoints the Partner on a non-exclusive, limited, and revocable basis to act in one or more of the following roles, subject to the rights and obligations detailed in the relevant partner role Sub-Schedules:
- a Reselling Partner (Sub-Schedule 3A): Authorized to purchase, market, resell access to or licenses for Boyum Products or Services to Customers, and offer support.
  - b Service Partner (Sub-Schedule 3B): Authorized to provide implementation, localization, support and other Product-related services to Customers or Reselling Partners.
  - c Referral Partner (Sub-Schedule 3C): Authorized to promote Products and Services and refer potential Customers to Boyum
- 2.1.2 Partner roles.** The Partner may hold one or more partner roles under this Agreement concurrently. Only those partner role Sub-Schedules applicable to the Partner's designated role(s) shall apply. Partner role Sub-Schedules for roles not held do not apply unless and until the Partner formally changes or expands its scope to include those roles. If the Partner expands or modifies its role scope (e.g., from Referral to Reselling Partner), the relevant partner role Sub-Schedule and associated terms shall automatically apply from the commencement of such role.
- 2.1.3 Notification if new role.** The Partner shall notify Boyum reasonably in advance of any intention to change or expand activities under a new or additional role to allow formalization of the transition in line with Boyum's operational procedures.
- 2.1.4 Agreement scope.** For the avoidance of doubt, only Sub-Schedules 3A, 3B, and 3C are dependent on the Partner's designated role(s). All other Schedules apply regardless of role.

### 2.2 PARTNER PROGRAM AND RESOURCES

- 2.2.1 Partner programs.** The Partner's participation in the Partner Program and eligibility for its benefits is contingent upon full compliance with this Agreement and adherence to Boyum's guidelines as provided from time-to-time. Partner's participation in Partner Program and eligibility for benefits is conditioned on compliance with this Agreement and Boyum's guidelines as provided from time to time.
- 2.2.2 Revision of Partner Program.** Boyum reserves the right to update the Partner Program at any time. The latest version shall be made available on the Boyum Portal. For material changes affecting Partner's obligations or benefits, Boyum shall notify Partner in writing with 60 (sixty) days' notice.
- 2.2.3 Access to Boyum resources.** Boyum grants Partner a limited, non-transferable license for the duration of this Agreement to:
- a Access and use Partner Portal subject to Boyum Partner Portal's Terms of Use.
  - b Use guidelines, materials and documentation provided by Boyum for promoting, marketing, supporting, and servicing Products and Services without altering, distributing, or repurposing them unless prior Boyum's written consent is received.
- 2.2.4 License scope.** Actions or inactions outside the scope of this appointment or granted licenses are prohibited. Partner shall be liable for unauthorized access by its employees, subcontractors, or others acting on its behalf, and for related consequences.

### 2.3 RESPONSIBILITY LINES

- 2.3.1 Professional Standards.** Each Party shall conduct business with professionalism, integrity, and the highest standard of care.
- 2.3.2 Contact person.** Each Party will nominate a contact person to coordinate cooperation, who will be available to a reasonable extent and who is authorized to make relevant decisions or execute such decision without undue delay.
- 2.3.3 Adherence to guidelines.** The Partner shall follow all Boyum guidelines and procedures related to Boyum Products and Services provided and updated by Boyum, including those on marketing, branding, and product representation. Any deviation from these guidelines without Boyum's prior written approval may constitute a material breach of this Agreement.
- 2.3.4 Record of communication.** The Partner shall maintain complete and accurate records of all communications with Customers, as well as with any subcontractors (including Service Partners) delivering Product-related services. Such records shall include technical information, support call logs, and any other relevant documentation. Partner shall provide these records to Boyum upon written request without undue delay.
- 2.3.5 Brand integrity and conduct.** The Partner acknowledges that its actions impact Boyum's brand and market perception and shall refrain from making unauthorized commitments or engaging in deceptive or unethical practices, including disseminating false or misleading information about Boyum's Products, Services, or Affiliates
- 2.3.6 Financial and contractual independence.** The Partner confirms its financial and contractual independence from Boyum and shall assume full responsibility for its business operations. In addition, the Partner shall ensure that its agreements with Customers clearly stipulate that Boyum is not a party to such agreements.

## 2.4 PRICES

- 2.4.1 Prices.** Information about prices, currency, and any discounts applicable to Products and Services shall be provided in the Pricelist.
- 2.4.2 Taxes.** Invoiced fees shall be exclusive of VAT, sales taxes and withholding taxes unless otherwise agreed in writing and the Partner provides Boyum required certificates for VAT/tax exemptions. For cross-border transactions, the price shall be inclusive of taxes, tariffs, and fees payable in Boyum's country, and exclusive of taxes, tariffs, and fees payable in Partner's country.
- 2.4.3 Changes to prices.** Boyum may revise the existing Pricelist with 60 (sixty) days' written notice.
- 2.4.4 Indexation on periodic payments.** Boyum may annually increase periodic payments, such as Subscriptions or Maintenance Fees, based on the European Harmonized Index of Consumer Prices (HICP). Price adjustments take effect on January 1st each year, calculated as the percentage change in the HICP for December of the two previous years, with a minimum increase of 1%.
- Example: The HICP for December 2023 is 101.6 and for December 2024 it is 102.4. The 1st of January 2025 our prices are increased with 0.78%  $((102.4 - 101.6 / 102.4) * 100)$ . However, since the minimum annual increase is 1%, the applicable increase is adjusted to 1%.*
- If Boyum does not apply an adjustment on January 1st, Boyum may do so later, including cumulative adjustments for multiple years. Any price increase applies only to future payments.

## 2.5 PAYMENTS

- 2.5.1 Payment term.** The Partner shall pay Boyum's invoices in full and by the due date specified on each invoice. Unless otherwise specified on the invoice, a payment term of 14 (fourteen) days shall apply.
- 2.5.2 Receival of payment.** A payment is deemed made once it is received in the designated account of Boyum (or, in the case of Boyum payments, Partner's designated account).

- 2.5.3 Invoice dispute.** If the Partner disputes any invoice or Order, the Partner shall notify Boyum in writing within 14 (fourteen) days, specifying the disputed items and providing claim-supporting documentation. The Partner shall supply additional information upon reasonable request by Boyum.
- 2.5.4 Offset.** The Partner shall be entitled to offset a legitimate, documented claim against an invoice amount. A documented claim is one acknowledged in writing by Boyum or determined by a competent authority.
- 2.5.5 Overdue payments.** Late payment or non-payment by the Partner constitutes a material breach of this Agreement. Without prejudice to Boyum's other rights or remedies under this Agreement, Boyum may:
- a After 14 (fourteen) days' written notice to remedy non-payment, suspend new Orders, existing Subscriptions, or Services until payment is made, with suspended services still invoiced,
  - b Charge default interest at 1% (one percent) per month on overdue amounts,
  - c Terminate the Agreement wholly or partially in accordance with the termination provisions of this Agreement.
- 2.5.6 Collection.** Without prejudice to any other terms under this Agreement, Boyum is entitled to commence collection proceedings for the payment of any amount due and undisputed in any court or authority with jurisdiction over Partner or any of Partner's assets. The Partner shall reimburse all legal fees and costs arising from such proceedings.
- 2.5.7 Administration fee.** Boyum may charge a reasonable administration fee, on a monthly or per-invoice basis, to cover the average expense for processing international bank payments, or, if payment is made by credit card, a fee equal to the percentage invoiced by the card provider.

## 2.6 INTELLECTUAL PROPERTY RIGHTS

- 2.6.1 IP in Products.** All intellectual property rights in and to the Products and Services, including any parts thereof, shall remain the exclusive property of Boyum Group Entities or their third-party licensors.
- 2.6.2 Limited rights.** The Partner's rights are expressly limited to those described in this Agreement. Neither Boyum nor its third parties transfer any intellectual property rights in the Products, Services, documentation, tools, or related materials beyond what is expressly granted. The Partner or its Customers shall not gain any title or ownership rights to the Products or Services or any parts or copies thereof.
- 2.6.3 Markings and brand features.** The Partner shall not remove any trademarks, markings, or brand features from the Products supplied by Boyum or third-party IP owners.
- 2.6.4 No mixed branding.** When marketing the Products and/or Services, the Partner shall clearly distinguish between the Partner's brand and Boyum or any third-party brands, ensuring a clear separation of names and avoiding any mixed branding.
- 2.6.5 Trademarks.** The Partner shall not register business names, domain names, or trademarks that include Boyum's or its third-party brand features without Boyum's written approval. If requested, Partner shall transfer any such registrations (or open applications) to Boyum or an appointed entity.
- 2.6.6 Responsibility for licenses.** The Partner shall obtain the necessary licenses not acquired through Boyum. Partner represents and warrants that there are no violations of third-party rights.

## 2.7 INDEMNIFICATION

- 2.7.1 Indemnity.** Partner shall indemnify and hold Boyum harmless from and against any third-party claims, damages, losses, costs, or expenses arising out of or relating to:
- a. Partner's performance or failure to perform under this Agreement, applicable Orders or Partner-Customer agreements,

- b. Any alleged intellectual property infringement or misrepresentation resulting from Partner's marketing, resale, or support activities involving Products and/or Services,
- c. and any alleged intellectual property infringement arising from Partner's or its Customers' use of Boyum Products or Services, or from any breach of this Agreement by Partner.

## 2.8 COMPLIANCE & DATA

- 2.8.1 Compliance.** The Parties shall comply with all applicable laws, rules, and regulations, including export controls, anti-bribery, and anti-money laundering, as detailed in Schedule 6 (Compliance).
- 2.8.2 Data Processing.** To the extent that Personal Data is processed under or in connection with this Agreement, each Party shall process any Personal Data in compliance with all applicable data protection laws, including GDPR and terms set forth in Schedule 7 (Data Processing Agreement).

## 2.9 REPORTING AND RECORDING KEEPING

- 2.9.1 Obligation to record-keeping.** The Partner shall maintain complete and accurate records of its activities, interactions with Customers regarding Products and/or Services, Customer contact information, and compliance efforts related to its obligations under this Agreement for a minimum of 3 (three) years.
- 2.9.2 Right to verify.** Boyum may conduct annual and ad-hoc audits of Partner's relevant records, practices and compliance, including license management and adherence with Boyum Software Agreement, with 30 (thirty) days' written notice. The Partner shall provide necessary access, assistance, and prompt, accurate responses.
- 2.9.3 Self-audit.** Upon Boyum's request and without undue delay, Partner shall conduct a self-audit to verify compliance. Partner shall provide accurate and complete written responses, conducting thorough investigations where necessary.
- 2.9.4 Assistance.** Upon request and without undue delay, Partner shall assist Boyum with carrying out an audit of a Customer in accordance with the Boyum Software Agreement, provided that Boyum will reimburse any direct documented fees and costs incurred by Partner in connection with such audit.
- 2.9.5 Action plan.** If an audit reveals non-compliance or material concerns, Partner shall promptly submit an action plan to achieve compliance without undue delay and, where applicable, compensate for unlicensed use.
- 2.9.6 Compensation if wrongful information.** If Partner provides inaccurate information during a self-audit, Partner shall pay three times the list price of the perpetual license or the total contract value for subscriptions for each instance of non-licensed use that would have been identified, in addition to liability for any damages incurred by Boyum.

## 2.10 CONFIDENTIALITY

- 2.10.1 Confidentiality undertaking.** All Confidential Information disclosed by one Party ("Discloser") to the other Party ("Recipient") in relation to this Agreement shall remain the property of the Discloser. The Recipient shall always hold Confidential Information in strict confidence and shall not be given or disclosed to any third party without Discloser's prior written consent. The Recipient shall only use the Confidential Information for purposes of this Agreement and may only disclose Confidential Information to its employees strictly on a need-to-know basis.
- 2.10.2 Disclosure exceptions.** Nothing in this clause shall prevent a Recipient from disclosing Confidential Information obtained from the Discloser:

- a. to any subcontractor, advisor, or auditor of Recipient or its Affiliates, provided that such party has executed customary confidentiality undertakings (except where such parties could be considered Discloser's competitors)
- b. for due diligence purposes related to a divestiture of business activities or assets of Recipient or its Affiliates under strict confidentiality obligations, or
- c. as necessary to comply with legal obligations. In such event, Recipient shall disclose only the minimum necessary information and, where permitted by law, shall consult the Discloser in writing prior to disclosure.

**2.10.3 Disclosure to ERP Solution Provider.** In addition, the Partner acknowledges that the ERP Solution Provider may, under certain circumstances, have the right to inspect Partner's data held by Boyum and Boyum may disclose information about the Partner and its operations to the ERP Solution Provider.

**2.10.4 Exemptions.** The obligation to maintain confidentiality shall not apply to information that:

- a. is or becomes part of the public domain without breach of this Agreement;
- b. was independently developed by the Recipient without reference to Discloser's Confidential Information; or
- c. is received from a third party that is under no obligation towards the other to keep the disclosed information confidential.

## 2.11 LIABILITY

**2.11.1 Limitation of Liability.** To the extent permitted under law, Boyum's liability to Partner in connection with or arising out of the Agreement shall not exceed the lesser of: (a) total amount paid by Partner to Boyum in the twelve-month period prior to the event giving rise to the liability, or (b) EUR 25.000 (twenty five thousand). Boyum's aggregate liability for all claims under this Agreement during a calendar year will not exceed EUR 75.000 (seventy five thousand).

**2.11.2 Exclusion of indirect damages.** Neither Party shall be liable for any indirect or consequential damages, including loss of profits, revenue, business, or goodwill.

**2.11.3 No exclusion of certain liability.** The exclusion of liability will not operate to exclude or limit either Party liability that cannot be excluded by applicable law, such as for wilful misconduct or gross negligence on its part nor for any death or personal injury arising from its negligence.

**2.11.4 Notification deadline.** Partner shall notify Boyum of any claim in writing no later than 30 (thirty) days after becoming aware (or when it should have become aware) of the cause, and in any case within 180 (one hundred and eighty) days of the event. Otherwise, the claim is void (to the extent permitted by applicable law).

**2.11.5 No liability for unauthorized use or third-party software.** Partner shall not be entitled to damages for any use of Boyum Products or Services that violates this Agreement by Partner or its Customers. Additionally, Boyum shall not be liable for any third-party or open-source software, including compatibility issues.

**2.11.6 Exclusive remedies.** Partner shall invoke only the remedies expressly set out in this Agreement. All claims shall be made against Boyum only, not against Boyum's Affiliates or their representatives.

## 2.12 DISCLAIMER

**2.12.1 No warranties.** Except as otherwise explicitly stated by Boyum in writing, Boyum makes no warranties that: (a) Products and/or Services will meet Partner's or Customer's requirements, including quality or other expectations, (b) the Products and/or Services will be uninterrupted, timely, secure, or error-free, and/or (c) the results or outcome from the use of Products and/or Services will be accurate or reliable. Products and Services, including related documentation and materials, are provided "AS IS" without any warranties, except as expressly stated in official documentation or signed warranty certificates.

**2.12.2 Product liability.** Nothing in the Agreement shall limit Boyum's liability under the mandatory provisions of applicable product liability laws, including the Danish Products Liability Act ("Produktansvarsloven"). However, any such liability shall be disclaimed to the maximum extent permitted by law.

## 2.13 TERM AND TERMINATION

**2.13.1 Term.** The agreement shall commence on the Effective Date and shall remain in force until terminated by either Party in accordance with this Agreement.

**2.13.2 Agreement termination for convenience.** Either Party may terminate this Agreement for convenience by providing written notice with a period of (3) three months, effective at the end of a calendar year.

**2.13.3 Order termination for convenience.** Termination of a specific Order does not terminate this Agreement. Orders for Products may be terminated for convenience only in accordance with the provisions set out in Schedule 4 (Boyum Products and Licensing). Orders for Services may be terminated for convenience only in accordance with the provisions set out in Schedule 5 (Boyum Services).

**2.13.4 Termination for cause.** Either Party may terminate this Agreement and/or any Orders immediately upon written notice if the other Party:

- a. is in material default of one or more obligations under this Agreement (other than payment obligations) and fails to remedy such default within 14 days of receiving notice specifying the default and requiring its remedy
- b. is not capable of remedying the material default; or
- c. ceases trading, becomes insolvent, or is subject to liquidation, administration, or dissolution (except for solvent reconstruction), including the appointment of a receiver, trustee, liquidator, or similar officer.

**2.13.5 Suspension of services.** If Boyum has the right to terminate for cause, it may suspend all actions under this Agreement, including access to Products or Services. Boyum may then terminate for cause without further notice if Partner does not remedy the breach within a minimum of three (3) days. If the breach is remedied within this period, Boyum shall resume all suspended Products and/or services.

**2.13.6 Customer Agreements Prior to Termination.** The expiration or termination of this Agreement shall not prevent Partner from fulfilling any agreement until the termination effect date (e.g., subscription services). This Agreement shall continue to apply mutatis mutandis to the fulfillment of those agreements.

**2.13.7 Cross-termination by the Partner.** If a Customer's contract with the Partner is terminated due to the Customer's bankruptcy, the Partner may terminate the corresponding Order by providing at least 30 (thirty) days' written notice with documentation of the Customer's bankruptcy. The Partner shall without undue delay settle any unpaid invoices for Products and Services already provided.

## 2.14 EFFECTS OF TERMINATION

**2.14.1 Consequence of termination.** Upon termination of this Agreement, for any reason, the Parties shall proceed as follows:

- a. Cease Activities. Partner shall immediately cease all independent marketing, reselling, implementation and support activities involving, directly or indirectly, the Products and Services,
- b. Partner Portal Access. All rights and licenses granted to Partner, including access to Boyum Portal, materials, and documentation shall immediately cease,
- c. Outstanding payments. Partner shall pay all outstanding payments to Boyum within 14 (fourteen) days after termination of this Agreement,
- d. Destruction of Information. Both Parties shall either return or permanently destroy all confidential or proprietary information belonging to the other Party, except where retention is required by law or expressly permitted under this Agreement.
- e. Transition Plan. Within 10 (ten) days of termination, Partner shall submit a written transition plan detailing the steps to transfer ongoing obligations, Orders, and relevant data to Boyum or a designated third party, subject to Boyum's review and approval to ensure continuity for affected Customers.
- f. Transition Support. Additionally, upon a Customer's request or upon termination or expiration of this Agreement, Partner shall provide reasonable support to facilitate the orderly transition of Customer data and ongoing obligations, including transferring relevant information and cooperating to minimize any disruption to Customers.
- g. The Partner shall, upon Boyum's request and without undue delay, transfer the affected and active Customers Orders to a legal entity designated by Boyum, ensuring that such an assignment is permitted under the Customer agreement. Partner shall not receive compensation for income loss due to the transfer but may claim reimbursement for documented transfer costs.

## 2.15 CHANGES TO THE AGREEMENT

**2.15.1 Changes to the Agreement.** Any amendments to this Agreement must be in writing and signed by both Parties, except for:

- a. Amendments to the Boyum Partner Program, catalogue of offerings, Pricelist, or associated commercial terms, which Boyum may modify at its discretion by providing 60 (sixty) days' written notice to Partner;
- b. Amendments reflecting changes in third-party terms, including those of ERP Solution Provider, applicable to Products or Services, which Boyum will notify Partner of within a reasonable time.

## 2.16 FORCE MAJEURE

**2.16.1 Force majeure.** Neither Party shall be liable for failure to fulfill obligations (except payment obligations) due to force majeure circumstances including war, riots, strikes, fire, natural disasters, pandemics, currency restrictions, import/export bans, communication disruptions, electricity supply failures, supply issues from sub-suppliers, key employees' long-term illness, widespread viruses, or force majeure affecting sub-suppliers. This applies only for the duration of the force majeure event and if it lasts over 60 days, either Party may terminate the Agreement with written notice.

## 2.17 ASSIGNMENT

**2.17.1 Assignment by You.** Partner shall not assign this Agreement or parts thereof to any third party without Boyum's prior written approval, which will not be unreasonably withheld.

**2.17.2 Assignment by Boyum.** Boyum is entitled to transfer any obligation under the Agreement to its Affiliate or a third party as a result of M&A activities, provided that Boyum shall within a reasonable time of such assignment notify Partner in writing hereof.

**2.17.3 Use as reference.** Boyum is entitled to use Partner as a reference, including displaying Partner's name and logo on Boyum's website or in marketing materials, for the duration of the Agreement.

## 2.18 GOVERNING LAW & DISPUTE RESOLUTION

**2.18.1 Governing law.** This Agreement, Orders and any non-contractual obligations arising out of or in connection with this Agreement shall be governed, construed and enforced in accordance with the laws of Denmark to the exclusion of any other law and without regard to any conflict of law principles.

**2.18.2 Mediation.** Either Party may request that the Parties try to solve any disagreement by involving a mediator. The party wishing for mediation shall file a request with The Danish Mediation Institute ([www.mediationsinstituttet.com](http://www.mediationsinstituttet.com)) for the initiation of the mediation procedure which is then conducted in accordance with "Rules of Procedure of the Danish Mediation Institute" applicable at the time in question.

**2.18.3 Arbitration.** Any disputes shall be subject an arbitration arranged by The Danish Institute of Arbitration in accordance with its rules of arbitration (including fast track arbitration if available) and in force at the time when such proceedings are commenced. The venue for arbitration shall be Copenhagen and shall be conducted in the English language. The arbitral award shall be final and conclusive and binding on the parties. If one of the Parties invokes the right set out in clause "Mediation" the initiation of arbitration proceedings must await the result of the mediation proceedings.

**2.19 MISCELLANEOUS PROVISIONS**

**2.19.1 Independent relationship.** "Partner" or "Partnership" are reference terms only. The Parties are independent contractors, and this Agreement does not create a franchise, partnership, agency, employment, or joint venture. Each Party is responsible for its own employees and related obligations. Neither Party nor any of its representatives may make any representation, warranty, or promise on behalf of the other Party.

**2.19.2 Entire Agreement.** The Agreement constitutes the entire agreement and understanding and supersedes all prior and contemporaneous agreements, understandings, negotiations, and proposals, oral or written, between the Parties. Any additional terms provided by Partner or Customer, including those accompanying orders or payments, are void and will not amend this agreement.

**2.19.3 Surviving terms.** Termination or expiry of this Agreement shall not prejudice the provisions of any clause or parts of a Schedule which should reasonably survive termination of this Agreement, including confidentiality, intellectual property, liabilities, indemnities, and governing law, shall continue in full force and effect and shall be without prejudice to the rights of either Party in respect of any breach of this Agreement.

**2.19.4 No waiver.** The failure or omission to exercise a right stipulated in the Agreement shall not be considered a general waiver of that right and it shall consequently not deprive a Party from exercising it in the future.

**2.19.5 Severability.** In the event that a court of competent jurisdiction determines that any portion of the Agreement is unenforceable, void, invalid, or inoperative, the remaining provisions shall not be affected and shall continue in effect as though such invalid provisions were deleted.

**2.19.6 Subcontractors.** Partner may engage subcontractors with Boyum's prior written approval. Partners remain fully liable for the acts or omissions of subcontractors, whether or not Boyum's approval was obtained, as if performed directly by Partner. Use of unapproved subcontractors shall be deemed a material breach of this Agreement, without limiting Partner's full liability for such subcontractor's acts or omissions.