

## 4. SCHEDULE: PRODUCT AND LICENSING TERMS

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### 4.1. PRODUCT OFFERINGS

- 4.1.1. Types of Products.** Boyum offers a range of Products, with the latest catalog and Pricelist available on the Boyum Partner Portal.
- 4.1.2. New Products.** Boyum is not required to separately notify Partner when new products and services are added to the Pricelists or service catalog.
- 4.1.3. Phasing out Products.** Boyum may phase out and cease providing Products it no longer deems beneficial provided it gives Partner at least 6 (six) months' written notice. During this notice period, Boyum will continue to fulfill Orders for affected Products.
- 4.1.4. Licensed, not sold.** The Products are licensed (or provided as a service), not sold, and all rights not expressly granted remain with Boyum (or its licensors). Products are offered under three licensing models: On-Premise Perpetual, On-Premise Subscription, and Cloud-Based Subscription.

### 4.2. LICENSING MODELS

#### 4.2.1. On-Premise Perpetual

- a. Boyum grants the Customer a perpetual, limited, non-transferable, non-exclusive license to install and use a specific version of the Product on the Customer's premises, subject to the conditions specified herein, unless terminated for breach.
- b. To use the latest version of the Product and receive ongoing updates and revisions, the Customer shall subscribe to, and the Partner shall provide, Maintenance Services as further described herein.

#### 4.2.2. On-Premise Subscription

- a. Boyum grants the Customer a limited, non-exclusive, non-transferable right to use the on-premise software for the defined subscription term (ranging from 3 to 60 months, as indicated in the Order), subject to the conditions specified herein.
- b. The Product licensed under the On-Premise Subscription model may be hosted by either the Customer or the Partner on behalf of the Customer in accordance with Boyum hosting guidelines.
- c. Unless terminated in accordance with the Agreement, the On-Premise Subscription may/will auto-renew for successive terms.
- d. General updates and revisions are included in the On-Premise Subscription.

#### 4.2.3. Cloud-Based Subscription (SaaS)

- a. Boyum grants the Customer remote access to the Product hosted by Boyum or on behalf of Boyum for the defined subscription term (ranging from 3 to 60 months), subject to the conditions specified herein.
- b. Unless terminated in accordance with the Agreement, the Cloud-Based Subscription will auto-renew for successive terms.
- c. General updates and revisions are included in the SaaS subscription.

#### 4.2.4. Conditions for granted rights.

The granted rights are conditioned upon:

- a. The Partner's full payment for the On-Premise Perpetual license or timely recurring payments for Subscriptions,
- b. The Partner's compliance with this Agreement, the applicable Orders (including any time-period, user type/counts, or geographical restrictions), and Boyum guidelines provided from time to time; and
- c. The Customer's acceptance of the Boyum Software Agreement before accessing or using the Products.

#### 4.3. DELIVERY OF PRODUCTS

- 4.3.1. Delivery.** Boyum will provide Product licenses and/or access rights electronically in accordance with Boyum's operational procedures or as otherwise agreed in writing, with implementation completed by the Service Partner.
- 4.3.2. Acceptance.** Acceptance is considered complete upon delivery of the licenses or access rights as specified in the applicable Order.

#### 4.4. MAINTENANCE SERVICES (FOR PERPETUAL ON-PREMISE)

- 4.4.1. Conditions.** Maintenance Services are provided under these conditions:

- a. At no additional charge as part of On-Premise Subscription,
- b. Against timely-paid Maintenance Fee for Perpetual On-Premise licenses.
- c. Partner's Customer is operating on a supported version of the Product (whether under a subscription or perpetual license).

- 4.4.2. New Versions.** Maintenance Services include periodic release of scheduled updates, minor/major releases and patches designed to correct errors, enhance performance, and maintain product security. Whenever a new version ("New Version") of an already purchased Product is ready for release, Boyum will make it available for download or access. While no fixed number of updates is guaranteed, New Versions will be offered as they become available. Boyum will use commercially reasonable efforts to preserve the core functionality of the current software in each New Version.

- 4.4.3. Partner testing.** Before deploying a New Version in a production environment, The Partner is required to install and test it in a test environment that closely simulates production conditions. This ensures potential issues are identified early and mitigated.

- 4.4.4. Compatibility with supported software.** Boyum will ensure that New Versions remain compatible with other supported software (e.g., third-party products specified as compatible), provided such software is actively maintained.

- 4.4.5. Compatibility with Customizations.** Maintenance Services do not guarantee compatibility with any customized development or integrations performed by Partner or third parties.

- 4.4.6. Maintenance fee.** Upon purchasing a perpetual license, Partner shall pay a prorated Maintenance Fee for the first year from the purchase date until December 31st of that year. Maintenance Fee amounts including forecast for the following year shall be specified on an applicable Order. Maintenance Fee is due between January 1st and January 31st of each calendar year.

- 4.4.7. Late Maintenance renewals.** Late maintenance renewals shall incur a Reinstatement Fee. As of April 1, non-renewed maintenance will be cancelled without exceptions. To reactivate a terminated maintenance plan, Partner shall pay all pending maintenance since the last renewal plus the corresponding Reinstatement Fee.

#### 4.5. SERVICE LEVELS (FOR CUSTOMER OR BOYUM HOSTED PRODUCTS)

- 4.5.1.** If Product is licensed On-Premise Subscription it will be hosted either in Customer IT environment or in Partner. If the latter, Partner is solely responsible for timely maintenance, uptime and availability of the Products to Customers.

#### 4.6. SERVICE LEVELS ( FOR BOYUM HOSTED PRODUCTS)

- 4.6.1. Service Availability.** Boyum shall use commercially reasonable efforts to ensure that the Cloud-Based Products are available at a minimum of 99% uptime, excluding Scheduled Maintenance and Emergency Maintenance.
- 4.6.2. Reporting and Remedies.** Partner shall maintain records of service performance and any incidents affecting uptime. In the event that Boyum's service levels fall below the agreed threshold due solely to factors within Boyum's reasonable control, the parties shall engage in a review process to determine appropriate remedies or adjustments to the service levels. However, no remedy shall be available for outages or delays resulting from the limitations of the ERP Solution Provider's infrastructure, other third-party services or due to Partner or Customer's infrastructure (or other
- 4.6.3. Dependency on ERP** Notwithstanding the foregoing, the availability of the Boyum Cloud-Based Products for ERP Software or its integration components is inherently dependent on the underlying ERP Solution Provider infrastructure. Accordingly, any unavailability or performance degradation attributable to ERP Solution Provider's platform shall not constitute a breach of Boyum's service level commitment.
- 4.6.4. Infrastructure Dependency.** The Cloud-Based Products are hosted on, and Boyum SaaS products' performance and availability are directly influenced by the performance, maintenance, and service levels provided by the third party hosting supplier. The Partner shall inform end-customers of this dependency.
- 4.6.5. Software Releases and Updates.** B. The Partner is responsible for managing the subsequent upgrade process for the Customer within the maintenance windows allocated by Microsoft. Here specify multitenant or singletenant.
- 4.6.6. Upgrade Delivery Responsibility.** The timing and method of delivering these updates to the customer are the sole responsibility of the Boyum Partner. Boyum expressly disclaims any warranty or liability regarding the scheduling, communication, or execution of Cloud-Based Product revisions once the new version has been released to the Boyum Partner.
- 4.6.7. Enhanced Partner SLA.** The Reselling Partner may offer enhanced availability (uptime) and support obligations for Boyum Products to its customers. Such Enhanced Partner SLA shall be provided as part of the Partner's agreement with its Customers. The Partner acknowledges and agrees that:
- a. The Boyum Products operate on third-party infrastructure, and the standard service levels applicable to Cloud-Based Products are determined by that underlying environment,
  - b. Any additional service level commitments, including but not limited to increased uptime or extended support obligations, are offered solely at the Partner's risk and expense,
  - c. The Partner shall be fully responsible for the implementation, maintenance, and performance of such Enhanced SLA, and Boyum shall have no liability or obligation in connection with the Reselling Partner's additional commitments.

- d. The Partner shall indemnify and hold Boyum harmless from any claims, losses, or damages arising from or related to the failure to meet the Enhanced SLA commitments offered to its customer.

#### **4.7. PRODUCT WARRANTIES**

- 4.7.1. Partner's discretion.** The selection and ordering of Products and/or Services are solely at the Partner's own discretion. No information obtained by the Partner from Boyum shall be considered an advice or create any, implied or express, warranty or representation for the Products and/or Services.
- 4.7.2. Quality.** Products will perform materially as described in the product documentation provided by Boyum, provided Products are used in compliance with such documentation and Third-Party Manufacturer's terms and guidelines.
- 4.7.3. Exclusion.** The warranty does not cover issues arising from third-party integrations, modifications by the Customer or the Partner, or noncompliant use of the Products.
- 4.7.4. Disclaimer.** Except as explicitly stated herein, all Products are provided "as is" without additional warranties, including implied warranties of merchantability or fitness for a particular purpose. Boyum does not warrant that the Products will meet all Partner or Customer requirements or that their operation will be uninterrupted, error-free, or secure.
- 4.7.5. Remediation of defects.** The Partner must notify Boyum of any defects within 30 days and provide reasonable opportunities for remediation. Boyum may offer patches, fixes, or workarounds at its discretion. The Partner shall assist by providing necessary documentation, access, and data. Boyum's sole obligation for warranty claims is to provide corrective actions or refund applicable fees, subject to the liability limitations in Schedule 2 (General Terms and Conditions).
- 4.7.6. No guarantee for remediation.** Remedial actions shall be performed on a reasonable-effort basis, and Boyum shall not guarantee that all defects can be remediated.

#### **4.8. TERM AND TERMINATION**

- 4.8.1. Termination for convenience.** Subscriptions may be terminated for convenience by the Partner or Boyum by providing notice at least 3 (three) months prior to the end of the current term, unless otherwise specified in the applicable Order.
- 4.8.2. SaaS and Subscription Licenses.** SaaS and subscription licenses automatically renew for successive terms unless terminated by either Party in accordance with this Agreement or applicable Order. Renewal fees are specified in the Pricelist.

**4.A. SUB-SCHEDULE: ERP SOLUTION PROVIDERS**

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**4.A.1. Acknowledgment.** The Products are developed to function as add-ons to one or more ERP Solutions provided by an ERP Solution Provider. Accordingly, all applicable license terms and usage restrictions of the relevant ERP Solution Provider, as in effect from time to time, also apply to the Partner and its Customers regardless of the fact that the Products are developed independently by Boyum or its Affiliates. Use of the Products requires a valid license or other authorized access to the applicable ERP solution

**4.A.2. Requirements.** In the Partner-Customer agreements, the Partner shall ensure that:

- a. The agreement is entered into solely between the Partner and the Customer, with neither ERP Solution Provider nor Boyum being a party to such agreement;
- b. ERP Solution Provider and Boyum are designated as third-party beneficiaries, with the right to enforce applicable terms against the Customer,
- c. The Customer is responsible for using only original ERP Solutions in accordance with the product-specific terms provided by ERP Solution Provider from time to time, and
- d. The Partner ensures that the Customer acquires enough ERP Solution licenses for intended use of ERP Solution and Boyum Products.

**4.A.3. Up to date with terms.** The Partner shall remain up to date and continuously compliant with the applicable terms of the ERP Solution Providers.

**4.A.4. Loss of Accreditation.** If Boyum's accreditation as an ERP Solution Provider's partner is revoked, the Partner may need to discontinue any affected subscriptions unless Boyum is able to secure continued usage rights.

**4.A.5. Audits related to ERP Solution Provider.** Boyum or ERP Solution Provider may at least once a year audit the Partner's compliance with the terms of this Agreement in relation to compliance with contractual requirements. The audit may be performed by Boyum, a third party appointed by ERP Solution Provider, or an audit-related agent, bound to secrecy, who will then investigate whether Partner is complying with its obligations under these terms. The Partner must allow the auditor to make physical and digital copies of relevant findings. Partner shall provide all help the auditor requests to the extent that such help is reasonably necessary to determine Partner's compliance with the Agreement, including disclosing information, making employees, officers, and directors involved in the performance of obligations under this Agreement available for meetings and interviews, giving access to computer equipment, and giving access to premises by providing physical access.

## 4.B. SUB-SCHEDULE: BOYUM SOFTWARE AGREEMENT

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This Boyum Software Agreement (the “Agreement”) govern Your rights and obligations when using Boyum Software Products. This Agreement is between You (“You” or the “Customer”) and Boyum IT Solutions (“We”, “Boyum” or “Licensor”).

### **Acceptance of Terms**

By installing, having installed, accessing, or using any Boyum Software Product, You agree to be bound by these terms. If You do not accept these Terms, do not install, have installed, subscribe to, or use the Boyum Software Product.

**4.B.1. AUTHORITY** If an individual enters into this Agreement on behalf of an entity, that individual warrants they have authority to bind that entity.

### **4.B.2. SCOPE & RELATIONSHIP**

**4.B.2.1. Structure.** The Agreement comprises of these Boyum Software Customer Terms and all schedules or other documents referenced in this document.

**4.B.2.2. Applicability.** This Agreement applies to all type of Boyum Software Products (on-premise perpetual, on-premise Subscription, and SaaS), including updates, revisions, and supplements. This Agreement supersedes any embedded or clickthrough license in the Software Product.

**4.B.2.3. Definitions.** Capitalized terms in this Agreement are defined in Section 19.

### **4.B.3. PROCUREMENT THROUGH PARTNER**

**4.B.3.1. License procurement from an authorized partner.** Unless otherwise agreed in writing with Boyum, You procure rights to use the Boyum Software Products via a written agreement with a Boyum-authorized Partner. Your right to use the Software Product is contingent upon Your timely payment of applicable fees to that Partner and continuous compliance with this Agreement.

**4.B.3.2. Additional Partner Terms.** For the avoidance of doubt, this Agreement does not govern Your commercial or technical arrangement with Partner (e.g., payment schedules, custom pricing structures, extended support, implementation). Such details shall be set out in a separate contract between You and Partner. While any separate contract with Your Partner is not intended to conflict with this Agreement, in the event of any conflict specifically regarding use rights, licensing restrictions, or IPR this Agreement shall prevail.

**4.B.3.3. First point of contact.** Partner is Your first point of contact and reference in respect of queries, complaints and technical support and will render as much assistance as practically possible.

### **4.B.4. GRANT & SCOPE OF LICENSE**

**4.B.4.1. Grant of rights.** Subject to Your compliance with this Agreement and the applicable Order (including any time-period, user type/counts, or geographical restrictions), Boyum grants You a limited, non-transferable, non-exclusive license (or Subscription right) to use the Software Product for Your internal business operations only.

**4.B.4.2. Licensed, not sold.** The Software Product is licensed (or provided as a service), not sold, and all rights not expressly granted remain with Boyum (or its suppliers).

**4.B.4.3. Demo Licenses.** You may be granted a demo license (maximum 20 days, extendable up to 3 times). If You use a trial, it is strictly for evaluation only. Boyum or Partner may revoke or disable trial licenses at any time. You must comply with all usage and time restrictions during the trial.

**4.B.4.4. Documentation.** You may reproduce or reference the provided Documentation solely as necessary to support Users.

#### **4.B.5. LICENSING MODELS**

There are three (3) licensing models under which Boyum Software Products may be offered:

##### **4.B.5.1. On-Premise Perpetual:**

- a. A one-time purchase granting You perpetual rights to install and use a specific version of the Software Product on Your premises, unless terminated for breach.
- b. While not mandatory, subscribing to a Maintenance Plan (via an authorized Partner) is strongly advised to receive ongoing updates, revisions, and support.

##### **4.B.5.2. On-Premise Subscription**

- a. You pay recurring fees for a set term (ranging from 3 to 36 months as indicated in Your Order).
- b. General updates and revisions are included in the On-Premise Subscription.
- c. Unless You opt out with notice as specified in Your Order, the Subscription may auto-renew for successive terms.

##### **4.B.5.3. Cloud-Based Subscription (SaaS)**

- a. You pay recurring fees to remotely access the Software Product hosted by Boyum for a set term (ranging from 3 to 36 months as indicated in Your Order).
- b. General updates and revisions are included in the SaaS Subscription.
- c. Unless You opt out with notice as specified in Your Order, the Subscription may auto-renew for successive terms.

#### **4.B.6. MAINTENANCE SERVICES**

**4.B.6.1. Maintenance Plan (for On-Premise Software Products).** A Maintenance Plan ensures continued functionality and support of On-Premise Products (perpetual or Subscription). On-Premise Subscription customers typically receive updates, revisions and support as part of their active Subscription term. On-Premise Perpetual customers pay a recurring maintenance fee to receive patches, updates, new releases, and technical support from an Authorized Partner. If Your Maintenance Plan lapses and You later wish to reinstate it, You may be subject to additional fees, including a reinstatement charge based on the lapse period. Similarly, if an audit reveals unlicensed usage, You will be required to purchase the appropriate licenses at full retail price, and may also be charged retroactive fees for unauthorized usage.

#### **4.B.7. PERMITTED USE & RESTRICTIONS**

**4.B.7.1. Authorized Use.** Your Order will define the number and type of users authorized to use the Software Product. Each User must be an employee or contractor directly supporting Your internal business operations.

**4.B.7.2. Customer Responsibilities.** As the Customer, You assume responsibility for any data uploaded, processed, or stored in the Software. If any data is unlawful or harmful, You must remove it immediately and notify Boyum. Boyum reserves the right to delete such data without liability.

**4.B.7.3. User Compliance and Responsibility.** You shall ensure that Users are either employees or duly authorized consultants of the Customer. User is solely responsible for ensuring that its Users comply with all the terms of this Agreement, and You shall be liable for any breach or non-compliance by its Users, including any claims, liabilities, or damages arising therefrom.

**4.B.7.4. Usage Restrictions.** You must not and must ensure that Your Users shall not:

- a. Modify, decompile, or reverse engineer the Software Product.
- b. Lease, rent, sublicense, or distribute the Software.
- c. Use the Software Product for commercial hosting without authorization.
- d. Assign, transfer, or resell the Software License without prior written approval from Boyum

**4.B.7.5. Licensing data transmission.** Software Product may periodically collect and transmit license validation and usage data, including but not limited to customer identifiers, Subscription status, version details, and usage metrics. By using the Software, You consent to such data collection and transmission for compliance, security, and product improvement purposes.

#### 4.B.8. MICROSOFT SOFTWARE

**4.B.8.1. ERP Software and Integration.** Software Product is offered as an integrated add-on to ERP Solution . To use the Software Product with ERP Solution, You must have a valid license to use ERP Solution. You acknowledge and warrant that Your use of such ERP Solution is subject to the terms and conditions of a respective ERP Solution Provider. This Agreement does not grant You any rights to ERP Solution. You are responsible for ensuring that You maintain the necessary licenses to ERP Solution to support Your use of the Software Product.

**4.B.8.2. ERP Solution Provider's Customer Agreement.** Where applicable, Your use of the Software Product is also governed by the Customer Agreement of the ERP Solution Provider. You must comply with all terms and conditions imposed by ERP Solution Provider when using ERP Solution -related software components.

**4.B.8.3. Third-Party Beneficiary Rights.** ERP Solution Provider and its affiliates are designated third-party beneficiaries under this Agreement with the right to enforce provisions related to the usage of ERP Solution. If the law governing this Agreement prevents ERP Solution Provider from being a third-party beneficiary, then Partner will assign to ERP Solution Provider all rights and claims it may have against You to the extent necessary to indemnify ERP Solution Provider for any loss or damage suffered that ERP Solution Provider would not have suffered as a third-party beneficiary.

**4.B.8.4. Software Validation and Compliance.** Boyum, ERP Solution Provider or an authorized party may periodically validate compliance with applicable licensing requirements. If You fail to maintain a valid licenses, access to Boyum Software Products may be suspended or terminated without further notice.

#### 4.B.9. SUPPORT AND MAINTENANCE

**4.B.9.1. Partner as First-Line Support.** In general, Your first point of contact for support is Partner. Boyum does not provide direct advisory or consulting services unless agreed separately in writing. Partner may offer enhanced plans or SLAs (e.g., uptime guarantees) at its own discretion and expense. Boyum is not bound by these partner-provided SLAs. Partner shall be solely responsible for providing You with technical support.



**4.B.9.2. Changes.** Boyum reserves the right to modify, discontinue, or change/revise features, or functionality of the SaaS product at any time. Material changes that significantly reduce functionality will be communicated in advance. If such changes materially impact Your use, You may terminate the affected SaaS Subscription within 30 days of notice

#### **4.B.10. TERM, TERMINATION & TRANSFER**

**4.B.10.1. Term.** The agreement shall commence on the Effective Date and shall remain in force until fulfilment of parties' obligations or until terminated by either Party in accordance with this Agreement.

**4.B.10.2. Order termination.** Order termination is governed in Your agreement with authorized Reseller.

**4.B.10.3. 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.

**4.B.10.4. 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.

**4.B.10.5. Termination for non-compliance with law.** Boyum may immediately terminate this Agreement if it determines, in its sole discretion, that continuing to provide the Software to You violates any applicable laws, regulations, or trade restrictions.

**4.B.10.6. License Transfer and Renewal.** You may not transfer this Agreement or any licenses granted hereunder without prior written approval from Boyum. Boyum reserves the right to transfer this Agreement if it is acquired or loses accreditation.

**4.B.10.7. Termination Rights.** Subscriptions renew automatically unless You disable renewal in accordance with Your Order. Mid-term termination is not permitted unless explicitly agreed. Either Party may terminate this Agreement for material breach, such as non-payment or unauthorized use of the Software Product, by providing written notice with a thirty-day cure period. Boyum reserves the right to suspend access to the Software before full termination.

**4.B.10.8. Post-Termination Obligations.** Upon termination, You must cease all use of the Software Product and remove all copies. Refunds or compensation will not be provided.

**4.B.10.9. Data Retention After Termination.** Upon termination of SaaS Subscription, Boyum shall retain customer data in Boyum's possession for up to 30 (thirty) days, during which You may request a copy in a standard format. After this period, Boyum may delete all customer data in its possession without further liability unless otherwise agreed in writing.

**4.B.11. INTELLECTUAL PROPERTY RIGHTS & AUDITS**

- 4.B.11.1. Ownership and Protection.** All intellectual property rights, including copyrights and industrial rights in the Software Product and any related materials, remain the sole property of Boyum or its suppliers. This Agreement does not transfer any such rights to You.
- 4.B.11.2. Limited rights.** Your rights are expressly limited to those described in this Agreement. Neither Boyum nor its third parties transfer any intellectual property rights in the Products documentation, tools, or related materials beyond what is expressly granted. You shall not gain any title or ownership rights to the Products or any parts or copies thereof.
- 4.B.11.3. Markings and brand features.** You shall not remove any trademarks, markings, or brand features from the Products supplied by Boyum or third-party IP owners.
- 4.B.11.4. Responsibility for licenses.** Partner shall obtain the necessary licenses not acquired through Boyum. You represent and warrant that there are no violations of third-party rights by You.

**4.B.12. INDEMNIFICATION**

- 4.B.12.1. Indemnity.** You 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) Your performance or failure to perform under this Agreement, and/or (b) any alleged intellectual property infringement arising from Your use of Boyum Products.

**4.B.13. SECURITY**

- 4.B.13.1.** You are responsible for implementing appropriate security measures to protect Your data, systems, and access credentials. Boyum disclaims liability for unauthorized access, security breaches, or data loss resulting from Your failure to implement reasonable security controls.
- 4.B.13.2. Data Processing and Compliance.** Where Boyum processes any personal data on Your behalf in connection with the provision of the Software Product (including SaaS), the Parties shall enter into a separate data processing agreement (“DPA”) in compliance with applicable data protection laws, including the GDPR. You are responsible for obtaining all necessary consents and ensuring lawful processing.
- 4.B.13.3. SaaS Environment Access Suspension.** Boyum may suspend access to the SaaS environment immediately if it reasonably determines that continued access (a) violates applicable laws, (b) poses a security threat, or (c) risks material harm to other customers. Notice will be given as soon as reasonably practicable.

**4.B.14. AUDITS**

- 4.B.14.1. External Audits.** Upon at least fifteen (15) days’ advance written notice, Boyum, ERP Solution Provider or an authorized representative may audit Your compliance with this Agreement. and the onsite or remote audit shall occur during normal business hours and will be subject to confidentiality obligations. If non-compliance is identified, You shall pay all underpaid fees and, if material, bear reasonable audit costs. Your licenses and access rights may be terminated at discretion of Boyum or ERP Solution Provider.
- 4.B.14.2. Self-Audit.** Boyum may request You to conduct a self-audit. You must investigate and respond accurately in writing. If unlicensed usage is found, You shall pay for any shortfall in accordance with the current list price.. If You willfully gave false answers that concealed usage, You shall pay triple fees for

the amount of users and the period they have used the product that Boyum has not been paid for. This would be invoiced through the Partner.

- 4.B.14.3. Verification.** Depending on the Software Product, Boyum may periodically collect license, usage, or transaction details from Your environment or from the service to verify the Software is properly licensed and not expired. By using the Software Product, You consent to such data transmission for validation.

#### **4.B.15. WARRANTIES**

- 4.B.15.1. No warranties.** Except as otherwise explicitly stated by Boyum in writing, Boyum makes no warranties that: (a) Products will meet Customer's requirements, including quality or other expectations, (b) the Products will be uninterrupted, timely, secure, or error-free, and/or (c) the results or outcome from the use of Products will be accurate or reliable. Products, including related documentation and materials, are provided "AS IS" without any warranties, except as expressly stated in official documentation or signed warranty certificates.

- 4.B.15.2. 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 ("Produktansvarsløven"). However, any such liability shall be disclaimed to the maximum extent permitted by law.

#### **4.B.16. LIABILITY**

- 4.B.16.1. Liability Limitation.** To the extent permitted under law, Boyum's liability to You in connection with or arising out of the Agreement shall not exceed EUR 5000 (five thousand).

- 4.B.16.2. Exclusion of indirect damages.** Neither Party shall be liable for any indirect or consequential damages, including loss of profits, revenue, business, or goodwill.

- 4.B.16.3. No exclusion of certain liability.** The exclusions 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.

#### **4.B.17. GOVERNING LAW**

- 4.B.17.1. Governing law.** This Agreement 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.

- 4.B.17.2. 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.

#### **4.B.18. GENERAL PROVISIONS**

- 4.B.18.1. References.** You hereby agree that Boyum may identify You as a reference customer (using name/logo) in marketing materials unless You withdraw consent in writing.

- 4.B.18.2. 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.

**4.B.18.3. 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 Customer, including those accompanying orders or payments, are void and will not amend this agreement.

**4.B.18.4. 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.

**4.B.18.5. 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.

**4.B.18.6. 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.

#### 4.B.19. DEFINITIONS

For the purposes of this Agreement, the following terms shall have the meanings set forth below:

**“Affiliate”** – Any entity that directly or indirectly controls, is controlled by, or is under common control with You, where “control” means ownership of more than 50% of equity or the right to direct management.

**“Agreement”** – This Boyum Software Customer Terms document, including all schedules, exhibits, and referenced policies, as amended from time to time.

**“Boyum”** – Boyum IT Solutions, the entity granting the license to use the Software Product under the terms of this Agreement.

**“Customer”/“You”** – The legal entity that has agreed to the terms of this Agreement and each of Your Affiliates’ employees, contractors, agents, and suppliers authorized to use the Software Product.

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