

## 5. SCHEDULE: BOYUM SERVICE TERMS

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### 5.1. BACKGROUND

**5.1.1. Scope.** These terms govern Services performed by Boyum for its Partner or its Customers. They supplement the general provisions of this Agreement and apply to each Order that the Partner places and that Boyum accepts.

### 5.2. TERM

**5.2.1. Duration.** Services commence on the Service Start Date stated in the Order and/or SOW and continue until completion of the Services or until terminated in accordance with the Agreement, whichever occurs first.

### 5.3. PERFORMANCE OF SERVICES

**5.3.1. General Obligations.** Boyum will perform the Services with due care, competence, and in accordance with industry standards. Services will materially conform to the scope and specifications stated in the applicable Order.

**5.3.2. Boyum Specialists.** Boyum may assign or replace any consultants, developers, or other specialists at its sole discretion, ensuring suitable qualifications for each project.

**5.3.3. Reporting and Meetings.** Boyum may provide periodic status reports (e.g., weekly) and may hold online status meetings with the Partner or the Customer.

**5.3.4. Service Environment.** Development Services will be performed in a development environment, moved to a test environment for testing. Afterwards, the Partner shall be responsible for moving the development into a production environment. Partner is responsible for securing, managing, and granting Boyum sufficient access to perform the Services.

### 5.4. PRICING MODELS

**5.4.1. Time and Material.** Unless the Parties expressly agree otherwise, Services are provided on a time-and-material basis. Time is recorded in 30-minute increments, rounded up as needed, and typically invoiced at month-end or upon project milestones stated in the Order.

**5.4.2. Fixed-Price Projects.** By mutual written agreement, specific projects may be delivered on a fixed-price basis. In that case, the Order will clearly outline the fixed fee, payment milestones, scope, and underlying assumptions. Any change in scope or requirements will be managed via a change-order process that may adjust the timeline and/or fee.

### 5.5. PARTNER RESPONSIBILITIES

**5.5.1. Active Participation.** The Partner's (and the Customer's) timely and active involvement is crucial. The Partner must, at its own expense and without undue delay:

- a. inform Boyum of all important matters, provide complete and accurate information, respond promptly to inquiries, contribute to work planning, and allocate own personnel,
- b. allocate proficient, authorized personnel and provide us access to necessary information, IT systems, and facilities for service performance,

- c. establish and perform necessary backups of the Partner or the Customer's data, ensuring regular backup copies are maintained for easy restoration at any time. Backups must follow reasonable standards of care to prevent significant losses and enable prompt, complete system reinstatement,
- d. provide project management of the Services, unless the Partner purchases that from Boyum,
- e. obtain necessary consents from Customer to access its data and/or to perform live data migration in the Customer's environment,
- f. provide and/or upload correct, complete and free-from-errors project prerequisites,
- g. implement the Deliverables in the Partner or Customer's live or production environments at Your own risk and responsibility,
- h. be responsible for the Partner and Customer's IT installations and communication connections and grant our specialists access to the Partner's or Customer's IT systems and databases. The Partner must provide appropriate IT environments, workstations, equipped with IT and communication facilities, and other tools as directed by us.

**5.5.2. Delays or Deficiencies.** Boyum is not liable for delays, defects, or costs caused by the Partner's (or Customer's) failure to meet agreed prerequisites or provide prompt support. Any extra time or downtime resulting from such issues may be invoiced at standard hourly rates.

**5.5.3. Warranties by Partner.** The Partner warrants that it has all necessary rights to provide Boyum with data, code, or other materials essential for the Services. Partner also warrants that using such materials will not breach any third-party rights or confidentiality obligations.

## 5.6. DELIVERY AND ACCEPTANCE

**5.6.1. Delivery.** Boyum will deliver Services and Deliverables within a reasonable timeframe unless specific deadlines are set out in the Order. Any such deadlines are estimates unless explicitly designated as fixed.

**5.6.2. Acceptance.** A Deliverable is deemed accepted upon completion of the acceptance procedure defined in SOW. If no acceptance test is provided, Deliverables are deemed accepted fourteen (14) days after delivery unless the Partner provides a justified written complaint in that period.

**5.6.3. Examinations.** The Partner shall be obliged to examine, evaluate and test the supplied deliverables of Services upon completion and delivery of Services, projects or subprojects. Partner shall report defects, which are detected during such an examination, evaluation or test and that are subject to warranty, to Boyum without undue delay and in accordance with Boyum's standard procedure.

## 5.7. WARRANTY AND CORRECTION OF ERRORS

**5.7.1. Warranty term.** Unless otherwise agreed in writing, warranty term for Deliverables delivered under fixed price pricing model for is 90 (ninety) calendar days commencing upon actual (final) delivery (not acceptance) of the Services to the Partner. Any work performed during warranty term does not extend or reset any applicable warranty period. Boyum will notify about commencement of the warranty in the delivery email.

**5.7.2. Warranty exclusions.** Warranty does not apply to services such as consulting, software support, services provided on time and material or timebank basis, subscription-based services, standard software usage, set-up consulting or any other cases specified in the Agreement.

**5.7.3. Boyum responsibility.** During the warranty term, Boyum undertakes to remediate the defects that emerged after delivery of Services or were not known at the time of delivery at Boyum's own cost, subject to the exceptions stated herein.

**5.7.4. Errors do not qualify for warranty.** The warranty shall not apply to defects or errors caused by any of the following: (a) standard software, including Microsoft Dynamics, or hardware defects; (b) Partner's

and/or its Customer's operated hardware and software is incompatible with the software and we were not and could not be aware of such incompatibility; (c) execution of Partner's requests after Partner has been notified of the possible defects; (d) when such defects emerge due to the circumstances attributable to Partner or Customer, or the actions of any third parties, or Force Majeure circumstances; (e) other factors beyond of our control, where we were not or could not be aware of and Partner failed to inform.

**5.7.5. Remediation.** During the warranty period, Boyum shall use reasonable efforts to remediate defects at its own cost (via patches, fixes, or workarounds), provided that: (a) There are no outstanding overdue payments; (b) Partner notifies Boyum in writing of the defect within five (5) business days of becoming aware of the defect, (c) Partner enables Boyum to reproduce the defect; and (d) Partner assists Boyum by providing any requested evidence (e.g., screenshots, videos).

**5.7.6. Workarounds.** In the event of any defects in Services provided, Boyum may choose to either replace, supplement the provided Services, or provide a proportionate price reduction with Customer. Customer shall have no other remedy against Boyum. Where a reasonable workaround is provided, the defect will be deemed remedied.

## **5.8. CHANGE MANAGEMENT**

**5.8.1. Scope Changes by Boyum.** If Boyum discovers that additional tasks, prerequisites, or scope changes are needed for successful delivery, Boyum will propose revised terms (including scope and fees). If Partner declines and these changes are essential, Boyum may terminate the relevant Order without liability.

**5.8.2. Scope Changes by Partner.** Partner may request extra or out-of-scope work at any time. If Boyum agrees, it will provide a change order specifying revised scope, fees, and timelines. Work on additional scope begins only after written acceptance by both Parties.

## **5.9. FINANCIAL PROVISIONS**

**5.9.1. Invoicing and Payment.** Boyum typically invoices monthly in arrears or according to the milestones stated in the Order or SOW. Payment terms and other financial provisions are governed by the Agreement unless otherwise specified in the Order or SOW.

**5.9.2. Reimbursement of Costs.** When Boyum's specialists travel or incur out-of-pocket expenses (e.g., transport, accommodation, meals) necessary to deliver the Services, Boyum may invoice such costs at actual plus an administrative fee of maximum 5%, unless otherwise stated in the Order.

## **5.10. INTELLECTUAL PROPERTY**

**5.10.1. Pre-existing materials.** Each Party retains the intellectual property rights in its own pre-existing materials (and those of third parties) used in the course of the Services.

**5.10.2. Rights to Deliverables.** All intellectual property rights in Deliverables developed by Boyum remain with Boyum. Upon full payment of all related fees, Boyum grants Partner a non-exclusive, non-transferable, perpetual or as agreed license to use such Deliverables strictly for the purposes described in the Order.

**5.10.3. Restrictions.** No other rights or licenses in or to the Deliverables are granted unless expressly stated. Boyum disclaims any liability for usage of the Deliverables beyond the scope authorized in the Order.

## **5.11. INFRINGEMENTS**

**5.11.1. Defense by Boyum.** If any Deliverable provided under an Order is alleged to infringe third-party intellectual property rights, Boyum will defend the Partner and either modify the Deliverable, procure

a license, or take other remedial actions necessary to resolve the claim. This defense obligation applies only if the Partner has no overdue payments, and the Partner notifies Boyum promptly in writing of the claim and cooperates fully with Boyum's defense.

- 5.11.2. Stop-Use Instruction.** If Boyum instructs the Partner to stop using part or all of a Deliverable to avoid further infringement, the Partner shall comply and will ensure Customer compliance without undue delay. Boyum will reimburse any significant, reasonable costs incurred by Partner in doing so if no reasonable alternative is offered.

## **5.12. CUSTOMER MATERIALS**

- 5.12.1. License to Use.** The Partner (and/or its Customer) grants Boyum a non-exclusive license to use, reproduce, and modify any data, code, or other materials ("Customer Materials") necessary for Boyum's performance of the Services.

- 5.12.2. Partner Warranties.** The Partner warrants it has the right to provide the Customer Materials and that such materials do not infringe any third-party rights or confidentiality obligations.

## **5.13. TERMINATION**

- 5.13.1. Termination of an Order.** An Order may be terminated as permitted under the Agreement's general termination provisions, or by Partner for convenience, subject to liquidated damages of 80% of the remaining (estimated) fees for uncompleted Services at the time of cancellation, unless otherwise stated in the Order.

- 5.13.2. Effect of Termination.** Upon termination for cause by Boyum, Partner shall cease all use of any partially completed Deliverables and certify that they have been deleted or destroyed. If an Order is terminated before final delivery, Partner acquires no rights to any partially completed Deliverables unless otherwise agreed in writing.